

## 2016 Vans Custom Culture Contest

### NO PURCHASE NECESSARY.

The 2016 Vans Custom Culture Contest (“Contest”) is open only to public or private high schools (grades 9 – 12) in the 50 U.S. states and the District of Columbia that register with Vans, a division of VF Outdoor, Inc. (“Vans”). Void in Puerto Rico and where prohibited by law. Contest is only open to those high schools that register with Vans (with Vans determining whether or not to accept their registration, in its sole discretion; such decision is final and binding and not subject to appeal). Contest is not open to the general public or to any high school that won a Grand Prize in previous versions of the Vans Custom Culture Contest. For the avoidance of doubt, parental home school programs, after-school programs and clubs are NOT eligible to participate in the Contest, nor will they be invited to participate in the Contest.

- I. **CONTEST PERIOD.** Contest starts on January 4, 2016 and ends on May 11, 2016. The dates of the various stages comprising the Contest are set forth in the following chart.

Stage of Contest	Start Date	End Date
Registration Period	January 4, 2016 @ 8:00:01 a.m. PT	February 12, 2016 @ 5:00:00 p.m. PT (but will end sooner if there are 3,000 registrants)
Submission Period	February 29, 2016 @8:00:01 a.m. PT	April 8, 2016 @ 5:00:00 p.m. PT
Initial Round Judging	April 11, 2016	April 15, 2016
Public Voting (as part of 2 <sup>nd</sup> Round Judging)	April 27, 2016 @ 8:00:01 a.m. PT	May 11, 2016 @5:00:00 p.m. PT
Finalist Notification	May 12, 2016	
Finalist Round/Final Event	Mid-June 2016	

### II. TO ENTER.

(A) **Authorized Representative.** High school must designate an authorized representative who (alone) will be responsible for communicating with Vans regarding high school's participation in Contest. Authorized representative must be 21 or older and a teacher, staff member or other registered school official with the requisite authority to bind the high school and (to the extent allowed

by law) its students for purposes of Contest participation; authorized representative may be (but is not required to be) the same person who registers high school with Vans. As a condition of participation by his/her high school, authorized representative agrees to use his/her best efforts to secure any and all additional consents and releases from third parties (including students, and if student is a minor in his/her jurisdiction of residence, such student's parent/legal guardian), so as to perfect all releases or grants of rights referenced in these Official Rules. Authorized representative may be required by Sponsor, in its sole discretion, to substantiate that he/she is indeed authorized to represent high school and have the high school participate in the Contest and/or that students at the high school (and/or their parents or legal guardians, if students are minors in their jurisdiction of residence) have consented to Contest participation. If Sponsor determines in its sole discretion that such proof is inadequate or otherwise unacceptable or if authorized representative fails to furnish such proof upon Sponsor's request, applicable high school will not be allowed to participate in the Contest and Sponsor shall have no liability of any kind in conjunction therewith.

**(B) Contest Submission.** If a high school's registration is accepted by Vans, Vans will furnish high school with one (1) of each of the following styles of sneakers (blank/white color; size 9): Slip-Ons; Authentics; SK8-Hi's; 106s. (Acceptance of registration by Vans merely signifies that high school may enter the Contest.) High school participates by customizing each of the four (4) sneakers to reflect each of the following themes: art; music; individual action sports; local flavor. For purposes of these Official Rules, "Action Sports" refers to those sports in which participation involves use of a "board" or "bike" (e.g., skateboards, surfing, snowboarding) as opposed to a "stick" or "ball" (e.g., baseball, hockey, football). One (1) sneaker style must be devoted to each theme, with all four (4) themes complementing or otherwise relating to one another so as to form a single statement/message. Contest submission (also referred to as "entry" or "submission") consists of uploaded photos of each of the four (4) customized sneakers as well as a fifth photo of all four (4) customized sneakers together (i.e., a "group shot" of the customized sneakers; for the avoidance of doubt, do not include students or any other persons in the "group shot"; the "group shot" must only include the customized sneakers). If high school wishes, the high school may also submit a video of 1 – 2 minutes in length showing the design process/creation of the high school's entry in the Contest. (Submission of video is not required.) Submission must be made in accordance with the Guidelines in Rule II D below. Limit one (1) Contest submission per high school. Submission

should not be named. If high school participated in a previous year's edition of the Vans Custom Culture Contest, the high school cannot use the same submission (in whole or in part) in this year's Contest. Rather, the submission must be created specifically for *this* Contest.

**(C) Entry Deadline.** Submission must be received in its entirety during Submission Period (February 29, 2016 at 8:00:01 a.m. PT – April 8, 2016 at 5:00:00 p.m. PT). Piecemeal or partial submissions will NOT be accepted. Proof of e-mailing/sending does not constitute proof of submission. Vans will acknowledge receipt of submission; however, such acknowledgment does not constitute any representation of eligibility of submission. Authorized representative must complete the accompanying registration form as part of the submission process, and check the box indicating that he/she (on behalf of the high school and its students, to the fullest extent permitted by law) has read, fully understands and agrees to these Official Rules. Submission must include a complete list of the names of all students involved in development and preparation of high school's Contest submission (and, as discussed in Rule IV below, only students on this list are eligible to take the trip to the Final Event should the high school be confirmed as a Finalist); this list may only be amended with the written consent of Vans, which may be granted or withheld in its sole discretion and without liability of any kind. For each student, a Release must be completed by the student's parent/legal guardian (or the student him/herself, if student is of legal age of majority). Authorized representative should keep on file signed Releases as well as visual documentation of the creative process which culminated in the creation of high school's Contest submission (i.e., its entry) as these may be required if high school's submission is determined to be a Finalist (as discussed below). Examples of visual documentation are: sketches, photos, videos, drawings, materials used to create the sneakers.

**(D) Guidelines.**

- (i) **Technology.** Photos of customized sneakers must be captured with either a digital camera or scanned from a film slide, negative or print and submitted in the baseline JPEG recording format. Prints or slides are ineligible. Photos of customized sneakers must be taken against a solid background (preferably, black or white); photos cannot include any props or added graphics (the photos should only include the customized sneakers). In addition, the photos should

NOT include any content as to the statement/message represented by the customized sneakers. (In other words, the images of the customized sneakers should “speak for themselves.”) If a high school chooses to include a video as part of its Contest submission, the video must be submitted in the .mov format. Complete specifications for photos and videos will be supplied to high school along with sneakers, as per Rule II(B) above; such specifications are made a part of these Official Rules and incorporated herein by reference.

- (ii) **Photos/Videos– Rights.** Photos and videos (if applicable) must be solely the ORIGINAL work of the students of the high school, except only for the assistance of the authorized representative and/or high school teacher(s). {However, if Vans or judges determine, in their sole discretion, that such assistance is excessive such that the entry no longer represents the actual work of the students themselves, the entry may be disqualified.} DO NOT COPY (IN WHOLE OR IN PART) THE WORKS OF THIRD PARTIES. Photo/video cannot include any content that violates or infringes upon the intellectual property or other rights of any third party (including but not limited to rights of publicity, privacy, trademark, copyright, or libel, defamation or slander). BY WAY OF EXAMPLE ONLY, DO NOT USE THE NAMES OR LOGOS OF FAVORITE BANDS; THE NAMES OF CELEBRITIES/ATHLETES OR OTHER MATERIALS NOT CREATED BY THE STUDENTS THEMSELVES. Other than the sneakers themselves (with regard to photo portion of submission), submission should not include any content that is not owned or licensed by high school (i.e., authorized representative, participating high school teacher(s) and students). If Vans, in its sole discretion, suspects such violation/infringement of third party rights, entry will be disqualified. For the avoidance of doubt, Sponsor grants authorized representative, participating high school teacher(s) and students (students’ parents’/legal guardians’, if students are minors in their jurisdiction of residence) the limited, non-transferable right to use the Vans brand name and associated trademarks solely for purposes of participation in this Contest, with the understanding that such use is solely for the benefit of Sponsor and will terminate automatically at the end of

the Contest. (Any other use of Sponsor's trademarks constitutes an actionable violation of Sponsor's rights.)

- (iii) **Other Content Requirements.** Entry must NOT promote a commercial/business enterprise, a charity, political, religious cause or any cause other than the theme of the Contest. Entry must NOT include any content that is unfit for publication (as determined by Vans or judges in their sole discretion) or that has been previously published (on-line or otherwise).

(iv) **Entry As "Work Made For Hire"**

Authorized representative (on behalf of him/herself and high school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors in their jurisdiction of residence) understands and agrees that the entry shall be deemed a "Work Made For Hire" under the copyright laws of the United States, the entry being specially prepared by the high school (authorized representative, participating teachers and students) for Vans. If the entry is deemed not to constitute a "Work Made For Hire," authorized representative agrees, in exchange for good and valuable consideration in the amount of \$1, to transfer and assign any and all rights, title, and interest in and to the entry to Vans, including but not limited to the copyright and renewal rights in the entry, worldwide.

Authorized representative (on behalf of him/herself and high school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors in their jurisdiction of residence) hereby waives in favor of Vans, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that authorized representative (and/or teachers and/or students) may now or later have to the entry.

Authorized representative further agrees to execute all documents and take all actions deemed necessary by Vans in its sole discretion (including using his/her best efforts to have teachers and students and their parents/legal guardians, if such students are minors in jurisdiction of residence, also execute such documents) so as to effect, record or perfect the entry's status as a "work made for hire" or the foregoing assignment, as applicable.

### **III. WINNER DETERMINATION.**

- A. **Overview.** Submissions will be sorted by region in which a participating high school is located, with high schools competing against other high schools in the same region. For a list of regions (Northwest, Southwest,

Northeast, Southeast, California), see Exhibit “A.” The top ten (10) submissions in each region will advance to the 2<sup>nd</sup> round of judging in the Contest (which includes public voting). The high school in each of the five (5) regions with the highest score in the 2<sup>nd</sup> round judging in their region will advance to the Final Event. In the Final Event, the five (5) Finalist High Schools (that is, one (1) Finalist High School per region) will vie against each other for prizes.

**B. Initial Round Judging.** The initial round of judging (where the top ten (10) high school submissions in each region are determined) will occur between April 11 and April 15, 2016. Those high schools whose submissions have one (1) of the top ten (10) highest scores in a given region advance to the 2<sup>nd</sup> round judging in the Contest (fifty (50) high schools in total advancing to the 2<sup>nd</sup> round judging) and will be announced on [www.vans.com/CustomCulture](http://www.vans.com/CustomCulture).† The initial round of judging will be (i) conducted by an expert panel comprised of Vans marketing executives, designers, art directors and marketing managers, and (ii) based upon the following criteria (each to be weighted equally) – Overall Creativity (method, use of material/media, originality, imagination, ability to showcase new, meaningful concepts); Relevance to Theme (how each element of the design/submission reflects the corresponding theme of the Contest); Execution (the customized sneakers as a finished product); Creative Process (how the high school achieved the customized sneakers as a finished product). In the event of a tie, the advancing high school in a given region will be the high school whose submission (among the tied submissions) had the higher/highest score in Overall Creativity. For the avoidance of doubt, Genesco Inc., Laguna College of Art & Design and Truth Initiative will not participate in the initial round of judging.

† The fifty (50) high schools in total advancing to the 2<sup>nd</sup> round judging will also be eligible to participate in the Truth Skate Deck Competition which is sponsored by Truth Initiative. The selection of winners in the Truth Skate Deck Competition is entirely separate from the Vans Custom Culture Contest and the results of the Truth Skate Deck Competition will have absolutely no bearing on the selection of Finalists and the Grand Prize winner in the Vans Custom Culture Contest. For full details regarding the Truth Skate Deck Competition, including prizes and winner selection procedure, please see the Official Rules of the Truth Skate Deck Competition at [www.truthinitiative.org](http://www.truthinitiative.org).

**C. 2<sup>nd</sup> Round Judging.** The 2<sup>nd</sup> round judging consists of (1) public voting (50%) and (2) the submission’s score in the initial round of judging (as discussed above). The public voting phase of the 2<sup>nd</sup> round judging will be implemented by Vans’ designated third party agency and will take place April 27, 2016 at 8:00:01 a.m. PT to May 11, 2016 at 5:00:00 p.m. PT. In the public voting phase, the public will have the opportunity to vote for their favorites

among the high school submissions that advanced to the 2<sup>nd</sup> round judging. The public voting phase will be conducted in accordance with the regulations posted on the public voting website, which are incorporated herein by reference and made a part of these Official Rules. In the event of any inconsistency between these Official Rules and the public voting regulations, these Official Rules shall prevail, govern and control in all respects, except with regard to the public voting phase for which the public voting regulations shall prevail, govern and control. For each region, the high school whose submission had the highest cumulative score (i.e., public vote total plus submission's score in initial round judging) will be the potential Finalist for that region, advancing to the Finalist Round (if confirmed as Finalist). Authorized representatives of Finalists will be notified by phone, e-mail or mail on Thursday, May 12, 2016 (actual method of notification being in Sponsor's sole discretion). IMPORTANT: IF AUTHORIZED REPRESENTATIVE CANNOT BE REACHED BY SPONSOR ON THURSDAY, MAY 12, AUTHORIZED REPRESENTATIVE'S HIGH SCHOOL WILL BE DISQUALIFIED AND THE HIGH SCHOOL WITH THE NEXT HIGHEST CUMULATIVE SCORE IN THE APPLICABLE REGION WILL BE DEEMED THE POTENTIAL FINALIST FOR THAT REGION. A high school is not a potential Finalist prize winner unless and until its authorized representative has received such notification from Vans (notwithstanding public vote tally on website) and will not be a Finalist unless and until Vans representative has confirmed high school's Finalist status. High schools that advance to the 2<sup>ND</sup> round judging but *not* the Finalist Round will not receive any prize. A registered user may vote one (1) time in total. The use of robotic or automatic devices for voting or the use of any artifice whereby a registered user attempts to vote more than once or to otherwise manipulate the voting (including but not limited to offering payments, gifts or other consideration in exchange for votes or disparaging submissions) is prohibited. Should Vans determine in its sole discretion that a high school is engaged (directly or indirectly, in whole or in part) in such improper activities, such high school's submission will be disqualified and all votes from such suspect source will be discounted. After categorizing the submissions by region, Vans will display the uploaded submissions (within a region) in any pattern, format or sequence which may or may not be rotated or varied in Vans's sole discretion and the high school's submission will only be identified as follows: *NAME OF HIGH SCHOOL, CITY, STATE OF HIGH SCHOOL*. SUBMISSIONS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE STUDENTS/TEACHERS/AUTHORIZED REPRESENTATIVES OF HIGH SCHOOLS AND DO NOT REFLECT THE VIEWS/OPINIONS OF VANS IN ANY MANNER. VANS IS ACTING AS A PASSIVE CONDUIT FOR THE POSTING/PUBLICATION OF SUBMISSIONS AND HAS NO OBLIGATION TO AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH SCREENING, MONITORING OR REVIEWING THE CONTENT OF SUBMISSIONS. VANS WILL NOT EDIT OR ALTER THE CONTENT OF ANY SUBMISSION IN CONJUNCTION WITH CONTEST PARTICIPATION.

**D. Finalist Round/Final Event.** The Final Event is scheduled to occur in Los Angeles/Orange County, California in mid-June 2016. At the Final Event, the submissions of the five (5) Finalist high schools will be displayed at a location in Los Angeles/Orange County of Vans's sole choosing. Relative to same, authorized representatives (on behalf of him/herself and high school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors in their jurisdiction of residence) understand and agree that Vans will determine placement of submissions in its sole discretion, and authorized representative releases Vans and all judges from any and all liability in conjunction with placement; and authorized representative further understands that Vans and judges have no duty to protect submission from vandalism or other inappropriate acts of others and releases Vans and judges from any and all liability in conjunction therewith. Two different types of prizes will be awarded at the Final Event\*\*: Prizes Presented By Vans and Prize Presented By Journeys-Local Flavor Award (see Rule IV below), with all prize winners being announced at the end of the Final Event. For Prizes Presented By Vans, the Final Event judging will be conducted by celebrity judges; the celebrity judges will use the same judging criteria as used in the initial round of judging (as set forth in Rule IIIB above). For Prize Presented By Journeys-Local Flavor Award, the judging will be conducted by Genesco Inc. representatives (marketing executives) who will also use the judging criteria in Rule IIIB with the caveat that the Prize Presented by Journeys-Local Flavor Award will address only the theme of local flavor, with the remaining themes of art, music and individual action sports not being considered. For the avoidance of doubt, the determination of winners of Prizes Presented By Vans and the Prize Presented By Journeys-Local Flavor Award are entirely separate processes and the results of judging for each type of prize will have absolutely no bearing on the other. (Again, as discussed in Rule IIIB, the Truth Skate Deck Competition is also entirely separate and apart from the award of prizes at the Final Event.) In addition, Laguna College of Art & Design may independently offer scholarships to students at Finalist High Schools; and, the determination of students from Finalist High Schools who receive scholarships will be completely separate and apart from the award of prizes in the Contest; see Rule VI below.

\*\*Sponsor may award additional prizing to Finalists at Final Event, contingent upon Sponsor reaching agreement(s) with additional prize partner(s). Should such agreement(s) be reached, Sponsor will advise the authorized representatives of Finalists to such effect in writing prior to Final Event. Such notice shall address the quantity and nature of such additional prizes as well as the method used to determine the Finalist(s) that win such prize(s). For the avoidance of doubt: a Finalist's winning/non-winning of such additional prize(s)



will not affect Finalist's participation in the Contest; and, nothing herein obligates Sponsor to award any prizes other than those indicated herein and Sponsor's failure to offer additional prize(s) for any reason will not result in any liability to Sponsor.

#### **IV. PRIZES.**

##### **A. Prizes Presented By Vans**

- (i) **Finalist Prizes (5, 1 per high school per region).** Trip to the Final Event scheduled for mid-June 2016 in Los Angeles/Orange County, California (Actual date and exact location in Los Angeles/Orange County of Final Event is to be confirmed by Vans but will be provided to Finalist High Schools no later than time of prize notification). High School must send at least four (4) students but no more than twenty (20), chaperoned by authorized representative, one (1) high school teacher, and at least one (1) additional adult, to Final Event. ONLY STUDENTS WHO ACTUALLY PARTICIPATED IN THE CREATION OF THE FINALIST HIGH SCHOOL'S CONTEST SUBMISSION (AS IDENTIFIED ON THE LIST INCLUDED AS PART OF THE FINALIST HIGH SCHOOL'S ENTRY, AS PER RULE IIC ABOVE) MAY TAKE THE TRIP TO THE FINAL EVENT. Trip includes coach air travel from major commercial airport near high school (as selected by Vans in its sole discretion), hotel accommodations for four (4) days/three (3) nights, ground transportation; food/beverages during Vans-sponsored events and where food/beverages are not provided by Vans during the Trip, a meal allowance of \$15 for breakfast, \$25 for lunch and \$35 for dinner per person per day of Finalist trip (any unused amounts of meal allowances are forfeited and are not redeemable for cash or any other prize); and other select activities. Approximate Retail Value up to \$20,000 each (i.e., per Finalist High School). The Approximate Retail Value of a maximum of \$20,000 will in all cases be sufficient for a minimum of four (4) students, the authorized representative, one (1) teacher and one (1) additional adult from Finalist High School to attend the Final Event. In making travel arrangements, Vans will advise authorized representative of Finalist High School as to the number of students (in addition to the minimum allotment of four (4)) that the Approximate Retail Value will enable to attend the Final Event, taking into account the proximity of the Finalist High School to Los Angeles/Orange County and various, other factors; such determination by Vans being final and binding in all respects and not subject to appeal. Authorized representative (on behalf of him/herself and high

school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors in their jurisdiction of residence) understands and agrees that, should Finalist High School wish for more students to attend the Final Event than the number of students specified by Vans as being covered by the \$20,000 Approximate Retail Value of the Finalist Prize (provided in all cases that such students actually participated in the creation of Finalist High School's Contest submission as identified on the list submitted as part of the Finalist High School's Contest entry), any and all costs in conjunction with the attendance of such additional students at the Final Event (as between Vans and the Finalist High School) shall be the sole responsibility of the Finalist High School.

- (ii) **Grand Prize (1).** \$50,000 donation by Vans to Grand Prize-winning high school's art program. Grand Prize-winning high school's submission may be displayed, in Sponsor's sole discretion, in certain Vans retail stores (all aspects of such display [if applicable] being of Vans's sole determination). If applicable, the display will be attributed to the Grand Prize-winning high school in the following format: *NAME OF HIGH SCHOOL, CITY/STATE OF HIGH SCHOOL*, with Vans controlling all aspects of such attribution (including its prominence, context and duration). Vans may develop limited edition sneaker(s) based on the Grand Prize-winning high school's submission. If developed, such limited edition sneaker(s) may (or may not) be sold at Vans retail stores in the United States, online at <http://shop.vans.com> and/or at other third party retail venues (physical and/or on-line stores) in Spring 2017. Vans may develop a limited edition of one (1) or more of the four (4) styles of sneakers based on the Grand Prize-winning high school's submission: Slip-Ons; Authentics; SK8-Hi's; 106s; the choice of which style(s) are to be used for the limited edition sneaker(s) – if any – being in Vans's sole discretion. **For the avoidance of doubt, Vans is NOT obligated to develop any limited edition sneakers based on the Grand Prize-winning high school's submission and such decision will not result in any liability to Vans under any legal theory.** Should Vans choose not to develop a limited edition of one or more of the four (4) styles of sneakers, Grand Prize-winning high school (including authorized representative, teachers, students and their parents/legal guardians if students are minors in jurisdiction of residence) will not have any rights to proceed with the development of sneakers based on such unused sneaker styles. But, should Vans choose to develop a

limited edition sneaker based on the Grand Prize-winning high school's submission, nothing herein obligates Vans to sell the limited edition sneaker and Vans will have no liability should the limited edition sneakers not be sold for any reason. To the extent applicable, as between Grand Prize winning-high school (including its students, teachers and authorized representative) and Vans, Vans will own any and all rights to the limited edition sneakers and Grand Prize winning-high school will NOT receive any attribution or compensation in conjunction with the sale of the limited edition sneakers (if applicable). Authorized representative further agrees to execute all documents and take all actions deemed necessary by Vans in its sole discretion (including using his/her best efforts to have teachers and students and their parents/legal guardians, if such students are minors in jurisdiction of residence, execute documents) so as to effect, record or perfect Vans's ownership rights in the limited edition sneakers, as applicable and as necessary.

**(iii) Runner-Up Prizes (4, 1 per Finalist high school which did not win the Grand Prize).** \$4,000 donation by Vans to Finalist high school's art program. For the avoidance of doubt, Grand Prize-winning high school will not also win a Runner-Up Prize.

**B. Prize Presented By Journeys- Local Flavor Award**

\$15,000 donation by Genesco Inc. to winning high school's art program.

**V. PRIZE CONDITIONS.**

- A. Finalist Prizes. At least four (4) students at Finalist High School (provided that such students actually participated in the creation of Finalist High School's Contest submission as identified on the list submitted as part of the Finalist High School's Contest entry) must be able to travel on dates of Vans's sole choosing so as to attend Final Event; if this condition cannot be met for any reason, Finalist prize (including ability of high school to compete for Prizes Presented By Vans and Prize Presented By Journeys-Local Flavor Award as well as availability of scholarship offer from Laguna College of Art & Design to one (1) of high school's students) will be forfeited without compensation and an alternate high school will be selected as a Finalist for that region (i.e., the high school with the next highest score for its submission in the 2<sup>nd</sup> round judging for the applicable region).** Valid government-issued identification is required for air travel. All persons (students, teacher, authorized representative and chaperone(s)) from a particular high school must travel on same itinerary as set by Vans in its sole discretion. Actual value of trip depends on point

of departure, airfare fluctuations, and other factors and winning high schools will not receive difference between approximate retail value (\$20,000) and actual value of trip. (See also Rule IV above regarding the number of students covered by the \$20,000 approximate retail value of Finalist Prize.) If Finalist high school for the California region is located within approximately 150 miles of location of Final Event in Los Angeles/Orange County (as determined by Vans in its sole discretion), winning high school will receive ground transportation between high school campus and hotel in lieu of air transportation and will not receive any compensation in conjunction with such substitution.

- B. **General.** High school's participation in Contest and receipt of any prizes awarded is subject to the high school's policies and/or applicable laws/regulations governing the high school's participation in third party promotions and acceptance of prizes/awards from third party business entities. **IT IS AUTHORIZED REPRESENTATIVE'S SOLE RESPONSIBILITY TO CONFIRM IN WRITING THAT THE HIGH SCHOOL IS LEGALLY PERMITTED TO PARTICIPATE IN CONTEST AND ACCEPT PRIZES IF A WINNER, IT BEING UNDERSTOOD THAT VANS IS EXPRESSLY RELYING ON THE TRUTH OF SUCH REPRESENTATION IN INVITING HIGH SCHOOL TO PARTICIPATE IN CONTEST AND ACCEPTING ITS REGISTRATION FOR CONTEST. VANS, TRUTH INITIATIVE, LAGUNA COLLEGE OF ART & DESIGN AND GENESCO INC. (AS APPLICABLE) SHALL HAVE NO LIABILITY TO HIGH SCHOOL AND/OR HIGH SCHOOL'S AUTHORIZED REPRESENTATIVE, TEACHERS, CHAPERONES AND STUDENTS (AND THE PRIZES OR THE VALUE THEREOF AWARDED TO HIGH SCHOOL MUST BE RETURNED IMMEDIATELY UPON DEMAND, AS APPLICABLE) IF HIGH SCHOOL IS NOT LEGALLY PERMITTED TO PARTICIPATE IN CONTEST AND/OR ACCEPT PRIZES AS A WINNER.** Prizes are subject to availability and other restrictions. All expenses related to acceptance or use of prizes which are not specified in these Official Rules as well as any applicable taxes on prizes are high school's (or authorized representative's/student's/teacher's/chaperones') sole responsibility. No prize transfer. No prize substitution, except at the sole discretion of Vans, Truth Initiative or Genesco Inc. (as applicable) due to unavailability of prize/prize component for any reason and only then for prize/prize component of comparable value.

## **VI. LAGUNA COLLEGE OF ART & DESIGN SCHOLARSHIP**

Laguna College of Art & Design will award a partial scholarship to one (1) student at each Finalist High School. Only students at the Finalist High School who will graduate in Spring 2016 (i.e., high school seniors) and who actually participated in the creation of the High School's Contest entry (as per the list submitted as part of the High School's Contest entry) may apply for the scholarship. To apply,

eligible students submit an essay, portfolio showing their work, official high school transcript and SAT 1 or ACT score, as well as any additional information and materials that Laguna College of Art & Design may require by the specified deadline. No application fee is required to apply for scholarship. For full application requirements, see [www.lcad.edu](http://www.lcad.edu).

Essay must address one (1) of the following two (2) topics: (a) *Describe the first time you heard about LCAD. Include two (2) things we offer that you believe would be most beneficial to you.* or (b) *Tell us why you feel LCAD is a better fit for you over another college that you were considering. Be sure to refer to specific institutes for comparison.* Essay must be between 300 and 500 words (no exceptions).

Portfolio must be submitted in compliance with formatting and other requirements. Eligible student may, depending on their area of interest, submit one (1) of the following genres of portfolio: Fine Arts, Illustration, Design and Digital Media, Animation, Game Art. Specific requirements vary depending on genre of portfolio. For full requirements for portfolio submission, see [www.lcad.edu](http://www.lcad.edu). **Laguna College of Art & Design is not responsible for lost or damaged portfolios regardless of cause.**

Laguna College of Art & Design shall determine the recipient of the scholarship for each Finalist High School in its sole discretion, based on its independent review of the applications submitted by eligible students from the corresponding Finalist High School. Laguna College of Art & Design's determination of the scholarship recipients is final and binding in all respects.

In the unlikely event that the list of student participants for a given Finalist High School does not include any high school seniors or, alternatively, if Laguna College of Art & Design determines in its sole discretion that none of the high school seniors on a given Finalist High School's list of student participants would be a suitable/appropriate recipient of a scholarship, Laguna College of Art & Design may refrain from awarding a scholarship for that Finalist High School and Laguna College of Art & Design will have no obligation or liability relative to same.

Each scholarship will consist of \$25,000 (\$6,250 per year for a total of four [4] semesters) for tuition payments in conjunction with recipient's enrollment on a full-time basis for classes towards a Bachelor of Fine Arts degree. Scholarship is not redeemable or exchangeable for cash by recipient. Recipient must enroll at Laguna College of Art & Design for Fall 2016 semester. Should recipient fail to enroll for Fall 2016 semester or cease to be enrolled at Laguna College of Art & Design for any reason, scholarship will terminate and Laguna College of Art & Design shall have no liability or obligation to recipient. (And, should such student wish to continue his/her education at Laguna College of Art & Design, such student shall be solely responsible for tuition and all other costs related to his/her

studies at Laguna College of Art & Design.) Full terms and conditions governing scholarship will be provided to recipients upon award.

**Scholarships are offered solely by Laguna College of Art & Design (and not by Vans, Truth Initiative or Genesco Inc.); Laguna College of Art & Design is solely responsible for same. Scholarships are not prizes in the Contest.**

## **VII. CONDITIONS OF PARTICIPATION.**

**Authorized representative (on behalf of him/herself and high school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors in their jurisdiction of residence) agrees to abide by and be bound by these Official Rules and the decisions of Vans, Truth Initiative, Laguna College of Art & Design, Genesco Inc. and judges (as applicable), which are final and binding in all respects and not subject to appeal.** Authorized representative (on behalf of him/herself and high school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors in their jurisdiction of residence) will be required to sign and return an affidavit of eligibility, a liability release and a publicity release (where legal) within three (3) days of date of prize notification. Failure to comply with this requirement or if prize notification is returned as undeliverable will result in forfeiture of Finalist Prize (including ability of high school to compete for Prizes Presented By Vans, Prize Presented By Journeys-Local Flavor Award, as well as availability of scholarship offer from Laguna College of Art & Design to one (1) of high school's students), with an alternate Finalist winner being selected. Each person taking Finalist Prize trip to Final Event (if person is a minor in their jurisdiction of residence, his/her parent or legal guardian) will be required to sign and return a liability release and a publicity release (where legal) prior to issuance of travel documents.

Vans reserves the right, at its sole discretion, to disqualify any high school if it finds, in its sole discretion, that persons associated with that high school have been tampering or attempting to tamper with any aspect of the entry, judging process or public voting process, the operation or administration of the Contest or any website related to the Contest.

**Authorized representative (on behalf of him/herself and high school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors in their jurisdiction of residence) releases and agrees to hold harmless Vans, a division of VF Outdoor, Inc., Genesco Inc., Truth Initiative, Laguna College of Art & Design, and (as applicable) their respective parent companies, affiliates, subsidiaries, promotion/marketing/public relations agencies and the directors, officers,**

agents, shareholders, representatives, employees, successors and assigns of any of the above entities, as well as Facebook and Instagram, from any and all liability associated (directly or indirectly, in whole or in part) with high school's participation in the Contest or any Contest-related activity and receipt, acceptance, possession or use/misuse of prizes or scholarship offers (as applicable). The preceding includes but is not limited to any liability of Vans in conjunction with the posting of or the failure to post a high school's submission and the implementation of the public voting phase of the 2<sup>nd</sup> round judging in the Contest. By accepting prizes, where permitted by law, authorized representative (on behalf of him/herself and high school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors in their jurisdiction of residence) grants Vans and its designees the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the name, portrait, picture, voice, likeness and biographical information about the high school and/or its students (as applicable) as news or information and for advertising, trade and promotional purposes without additional compensation, and without review, approval or further notice.

#### **VIII. LIMITATIONS OF LIABILITY.**

**Participation is subject to the Privacy Policy of [www.vans.com](http://www.vans.com).** No responsibility is assumed by Vans for lost, late, incomplete, irregular, damaged, misdirected or illegible entries; or for any computer, telephone, cable, satellite, network, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled or jumbled transmissions, service provider/Internet/web site/use net accessibility or availability, traffic congestion or unauthorized human intervention. Vans is not responsible for any incorrect, incomplete or inaccurate information, whether caused by web site users or by any of the equipment or programming associated with or utilized in the Contest and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to any website. Vans is not responsible for injury or damage to participants' or any other person's computer related to or resulting from participating in this Contest or downloading/uploading materials from/to any website. Should there be any inconsistency between any Contest advertising material and these Official Rules, these Official Rules shall prevail, govern and control in all respects. ***Force Majeure.*** If, for any reason, the Contest (or any part thereof, including but not limited to the public voting phase of the Contest) is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Vans which,

in the sole opinion of Vans, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or any part thereof), Vans reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and conduct the judging and select the prize winning high schools for the (Finalist) Prizes Presented By Vans in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Vans in its sole discretion. (In such circumstances, Laguna College of Art & Design will utilize the prize winning high schools as determined by Vans so as to possibly make scholarship offers as per Section VI above.) Notwithstanding the foregoing: (i) should the administration of the determination of winner of the Prize Presented By Journeys-Local Flavor Award be adversely affected by such causes, Genesco Inc. will determine the prize winning high school for such prize in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Genesco Inc. in its sole discretion and (ii) should the administration or determination of winners of the Truth Skate Deck Competition be adversely affected by such causes, Truth Initiative will determine the prize winning high schools for such prizes in a manner which is fair, equitable and in accordance with these Official Rules and the Official Rules of the Truth Skate Deck Competition, as determined by Truth Initiative in its sole discretion . Notice of such action by Vans and/or Genesco Inc. (as appropriate) will be posted on [www.vans.com](http://www.vans.com); notice of such action by Truth Initiative will be posted on [www.truthinitiative.org](http://www.truthinitiative.org).

#### **IX. DISPUTE RESOLUTION/GOVERNING LAW.**

**To the fullest extent permitted by law, authorized representative (on behalf of him/herself and high school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors in their jurisdiction of residence) agrees that: (a) any action at law or in equity arising out of or relating to these Official Rules or this Contest shall be filed exclusively in the U.S. District Court for the Central District of California and hereby consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action; (b) any such action shall be resolved individually, NOT as part of a class action; (c) any claims/judgments/awards shall be limited to actual out-of-pocket costs incurred (if any), but NOT attorneys' fees or damages of any kind (including but not limited to compensatory, punitive, incidental or consequential damages). These Official Rules and this Contest shall be governed by the internal laws of the State of California.**

#### **X. NO WAIVER/ENFORCEABILITY.**

The failure of Vans to enforce any of its rights as set forth herein shall not constitute a waiver of such rights. In the event that a court of competent jurisdiction determines that a provision of these Official Rules is invalid, illegal or



unenforceable, such provision shall be replaced with a substitute provision that most closely approximates the underlying intent of Vans; and, the invalidity/illegality/unenforceability of a single provision shall not affect the validity, legality or enforceability of the remainder of these Official Rules.

#### **XI. WINNERS' LIST.**

For the names of winning high schools (requests must be received by June 15, 2016), send a self-addressed, stamped envelope to: Vans Custom Culture Winners, 6550 Katella Ave. Cypress, CA 90630

**Sponsor: Vans, a division of VF Outdoor, LLC, 6550 Katella Ave., Cypress, CA 90630.**

**This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.**

## **EXHIBIT “A”**

**CONTEST REGIONS (Applicable region to be determined by zip code of address of high school campus)**

### **Northwest Region**

- 1. Alaska**
- 2. Idaho**
- 3. Iowa**
- 4. Montana**
- 5. Minnesota**
- 6. Nebraska**
- 7. North Dakota**
- 8. Oregon**
- 9. South Dakota**
- 10. Washington State**
- 11. Wyoming**

### **Southwest Region**

- 1. Arizona**
- 2. Colorado**
- 3. Hawaii**
- 4. Kansas**
- 5. Nevada**
- 6. New Mexico**
- 7. Oklahoma**
- 8. Texas**
- 9. Utah**

### **California Region**

### **Northeast Region**

- 1. Connecticut**
- 2. Delaware**
- 3. Illinois**
- 4. Indiana**
- 5. Maine**
- 6. Maryland**
- 7. Massachusetts**
- 8. Michigan**
- 9. New Hampshire**
- 10. New Jersey**
- 11. New York**

12. Ohio
13. Pennsylvania
14. Rhode Island
15. Vermont
16. Wisconsin

**Southeast Region**

1. Alabama
2. Arkansas
3. Florida
4. Georgia
5. Kentucky
6. Louisiana
7. Mississippi
8. Missouri
9. North Carolina
10. South Carolina
11. Tennessee
12. Washington, DC
13. Virginia
14. West Virginia