

## 2022 Vans Custom Culture Contest

### NO PURCHASE NECESSARY.

The 2022 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. Void in Puerto Rico and where prohibited by law. Contest is only open to those high schools that register with Vans, a division of VF Outdoor, LLC (with Vans determining whether or not to accept their registration/application, in its sole discretion; such decision is final and binding and not subject to appeal – the decision whether or not to accept an eligible high school’s registration/application is the initial phase of judging, as discussed below). Contest is not open to the general public or to any high school that won (a) a Grand Prize in the five (5) previous years’ versions of the Vans Custom Culture Contest or (b) a Finalist Prize in last year’s version of the Vans Custom Culture Contest. Parental home school programs are NOT eligible to participate in the Contest. However, after-school programs and clubs ARE eligible if and only if they are operated under the auspices of, or otherwise directly affiliated with, a public or private high school (any such after-school program/club is also referred to herein as a “high school.”)

**I. CONTEST PERIOD.** Contest starts on January 10, 2022 and ends on May 16, 2022. The dates of the various stages comprising the Contest are set forth in the following chart.

Stage of Contest	Start Date	End Date
Registration/Application Period	January 10, 2022 @/ after 9:00:01 a.m. PT	February 4, 2022 @ 5:00:00 p.m. PT
Initial Selection of High Schools’ Registrations/ Applications	February 7, 2022	February 18, 2022
Submission Period	March 7, 2022 @8:00:01 a.m. PT	April 4, 2022 @ 5:00:00 p.m. PT
First Round Judging	April 18, 2022	April 22, 2022
Public Voting (as	April 25, 2022	May 6, 2022 @5:00:00 p.m.

part of Second Round Judging)	@ 8:00:01 a.m. PT	PT
Finalist Notification	May 9, 2022	May 13, 2022

**II. TO REGISTER/APPLY.**

**(A)Authorized Representative.** High school must designate an **Authorized Representative** who (alone) will be responsible for communicating with Vans regarding high school’s registration for and participation in Contest (assuming its registration/ application is accepted by Vans). 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. (This Authorized Representative may be the same person who performed this function for high school in previous years’ versions of the Contest; however, such person must be identified as the high school’s Authorized Representative for *this* Contest).

**(B)Application.** Authorized Representative must complete the application, available at [www.vans.com/customculture](http://www.vans.com/customculture) (also referred to herein as the “Vans High School Custom Culture web site”), with all required information. Required information includes the name, address and Title type (i.e., Title I, II, III, IV, V, or VI) of the high school that is interested in participating in the Contest, whether the high school currently has an art program within its curriculum, as well as the name and e-mail address of the Authorized Representative. In submitting an application, Authorized Representative represents and warrants that all information included in the application is true, complete and correct to the best of his/her/their knowledge and belief; that the high school is allowed to participate in the Contest pursuant to its current policies and regulations as well as applicable law, as per Rule VI below (assuming its application is selected by Sponsor); and that he/she/they has the requisite authority and permissions to bind the high school for purposes of this Contest. **In order for application/registration to be complete, Authorized Representative must check the box on the application indicating that he/she/they has read, agreed to and fully understands these Official Rules. (Even if you acted as an Authorized Representative in past years’ versions of the Contest, please carefully review these Official Rules again).** As a condition of participation by his/her/their high school (assuming that its application is selected by Sponsor), Authorized Representative agrees to use his/her/their 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/their 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 also be required by Sponsor, in its sole discretion, to substantiate that (a) he/she/they is indeed authorized to represent the applicable high school and have such high school possibly participate in the Contest and/or (b) the responses set forth in the application regarding the high school are true

and correct. 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's application will be rejected and it will not be allowed to participate in the Contest; and, Sponsor shall have no liability of any kind in conjunction therewith. For the avoidance of doubt, even if Sponsor accepted an application for a high school from a given individual (as authorized representative) in a previous year's version of the Contest, Sponsor may require the aforementioned proof as a pre-condition to participation in this year's Contest.

Application must be received during the Registration/Application Period (January 10, 2022 at/after 9:00:01 a.m. PT – February 4, 2022 at 5:00:00 p.m. PT).

‡ In all cases, "minor" as used herein refers to a minor in his/her/their jurisdiction of residence (whether expressly stated or not).

**(C)** The review of applications/selection of high schools to participate in the Contest will occur between February 7 and February 18, 2022. Sponsor will select approximately two hundred and fifty (250) high schools to participate in the Contest, based on the high schools' comparative need for funding of their respective art programs or for the introduction of an art program, as the case may be, as well as the extent of the high school's interest in and enthusiasm for participation in the Contest as communicated via the application form. Sponsor disclaims any liability under any legal theory if it should select fewer than or more than (250) high schools to participate in the Contest for any reason.

**(D)** IF A HIGH SCHOOL'S APPLICATION/REGISTRATION IS ACCEPTED, AUTHORIZED REPRESENTATIVE WILL BE NOTIFIED VIA PHONE/E-MAIL FROM VANS (ACTUAL METHOD OF NOTIFICATION BEING OF VANS' SOLE DISCRETION) ON TUESDAY, FEBRUARY 22, 2022, TO BE CONFIRMED LATER BY MAIL. IMPORTANT: IF AUTHORIZED REPRESENTATIVE CANNOT BE REACHED BY SPONSOR ON FEBRUARY 22, 2022 FOR ANY REASON (EVEN IF HIGH SCHOOL IS ON BREAK AND NOT IN SESSION), AUTHORIZED REPRESENTATIVE'S HIGH SCHOOL APPLICATION WILL BE REJECTED AND SUCH HIGH SCHOOL WILL NOT BE ALLOWED TO PARTICIPATE IN THE CONTEST. (IN SUCH CASE, SPONSOR MAY ALLOW ANOTHER HIGH SCHOOL TO PARTICIPATE IN THE CONTEST IN ITS PLACE, TIME PERMITTING, BUT IS IN NO WAY OBLIGATED TO DO SO). Vans will not notify Authorized Representatives of high schools which are not selected to participate in the Contest. Vans will furnish each selected high school with one (1) pair of Slip-On and one (1) pair of Authentic sneakers (blank/white color; size 9) as well as a \$50 Yoobi eGift Card from the Yoobi team redeemable on [www.yoobi.com](http://www.yoobi.com) for art supplies. Yoobi website and Gift Card is subject to the terms and conditions of use of Yoobi, LLC; by way of example only, redemption of Gift Card requires creation of a Yoobi account by Authorized Representative and should total cost of art supplies purchased exceed \$50, Authorized Representative/high school shall be responsible for such remaining balance. (Selection of high school by Vans merely signifies that high school may compete in the Contest; for the avoidance of doubt, while Yoobi Gift Card and art supplies acquired via Gift Card redemption may be used by a selected high school's students to participate in the Contest, such use is not required nor will

redemption of the Gift Card/use of the art supplies thereby acquired in any way improve or otherwise affect a given high school's likelihood of winning prizes in the Contest).

### III. CONTEST PARTICIPATION

**(A) Contest Submission.** A selected high school participates in the Contest by designing/customizing both pairs of sneakers to reflect both "Hometown Pride" and "VAN D(IY)OREN LEGACY." One (1) sneaker style must be devoted to each theme, so that both themes are addressed. In addition, high school must submit a statement (of no more than 500 words) as to how winning the \$50,000 donation element of the Grand Prize will have a positive impact on the high school generally, the high school's art program specifically and the community of which the high school is a part (such statement is referred to hereafter as the "impact document"). Additionally, the impact document must also include, if applicable, whether the high school is participating in the bonus challenge (further explained below) for the 'Hometown Pride' theme and what materials were used to create the shoes in a sustainable way. A high school's Contest submission (also referred to as "Entry" or "Submission") consists of [i] uploaded photos of each of the two (2) customized sneakers, [ii] a third photo of both customized sneakers together (do not include students or any other persons in any photo along with the customized sneakers), [iii] the impact document; and [iv] the number of students that participated in the shoe design. If any of the above elements has been omitted, a high school's Submission is incomplete and will not be accepted. Elements of Submission must be made in accordance with the applicable Guidelines in Rule III C below. Limit one (1) Contest submission per high school. Submission should not be named or include any material (other than, perhaps, the impact document) which directly states or implies the nature of the underlying theme for either of the customized sneakers. 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) for its customized sneaker photos or impact statement in this year's Contest. (However, for the avoidance of doubt, the underlying theme of the impact document may be the same as used in a previous year's version of the Contest). In addition, if one or more students at a given high school participated in the 2020 or 2021 Vans Custom Culture Contests, any materials submitted for the 2020 or 2021 Vans Custom Culture Contests cannot be used for this Contest. Rather, the entire Submission must be created specifically for *this* Contest.

#### ***Bonus Challenge:***

If high school is interested, it may elect to participate in a special Bonus Challenge for the Hometown Pride shoe only and in conjunction with participation in the Contest as

outlined above. Participation in the Bonus Challenge is entirely optional and will NOT affect a high school's ability to participate or win prize(s) in the Contest.

Bonus Challenge Prize is an added prize available only to Finalist High Schools as defined below. That is to say, high schools' Contest Entries will NOT be evaluated separately in awarding Bonus Challenge Prizes.

The theme of the Bonus Challenge is sustainability (that is, living in a manner attuned maintaining ecological balance taking care not to deplete natural resources). To participate, a high school must comply with the above-indicated requirements for the Contest AND create the Hometown Pride shoe using:

- (i) ONLY art products and materials which were owned by high school's Authorized Representative and/or its students PRIOR TO creating the Hometown Pride shoe\*\* AND/OR
- (ii) things found in the natural environment in the high school's local community.

**\*\*Note: relative to participation in the Bonus Challenge, a high school CANNOT use art supplies acquired by redeeming the \$50 Yoobi eGift Card received as per Rule II D above.**

A high school must clearly indicate in its Contest Entry that it intends to participate in the Bonus Challenge; high school must also address their participation in the Bonus Challenge in its impact document by explaining what materials were used to create the Hometown Pride shoes in a sustainable manner. If not, the Bonus Challenge prize is not available to be won by Finalist High School.

Upon Sponsor's request, Authorized Representative must be able to establish that the above items were owned by high school's Authorized Representative and/or its students PRIOR TO creating the Hometown Pride shoe (as to [i]) or found in the natural environment in the high school's local community (as to [ii]). If Authorized Representative does not provide satisfactory proofs of the above or does not timely respond to Sponsor's request for same altogether, the Bonus Challenge Prize will not be awarded to Finalist High School.

**(B)Entry Deadline.** Submission must be received in its entirety during Submission Period (March 7, 2022 at 8:00:01 a.m. PT – April 4, 2022 at 5:00:00 p.m. PT) at the Vans High School Custom Culture web site. 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 form as part of the submission process, and check the box indicating that he/she/they (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. For the avoidance of doubt, Authorized Representative MUST be the same person who submitted high school's application unless Vans expressly allows another person to function as Authorized Representative of high school (it being understood that Vans may grant or withhold such consent in its sole discretion and without liability of any kind).

**(C) Guidelines.**

(i) **Customized Sneakers.** 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). 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.”) Complete specifications for photos will be supplied to high school along with sneakers, as per the Rules; such specifications are made a part of these Official Rules and incorporated herein by reference. In the event of any inconsistency between the specifications and these Official Rules, these Official Rules shall prevail, govern and control in all respects.

(ii) **Photos/Impact documents– Rights.** Photos and impact document 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 permitted assistance by third parties 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.** Photos/impact documents 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, patent, trademark, copyright, or libel, defamation or slander). **BY WAY OF EXAMPLE ONLY, DO NOT USE IN THE PHOTOS OR IMPACT DOCUMENT THE NAMES OR LOGOS OF FAVORITE BANDS; THE NAMES OF CELEBRITIES/ATHLETES; “SAMPLES” (I.E., EXCERPTS) OF OTHER PERSONS’ WORKS, REPRODUCTIONS OF WORKS OF ART OR OTHER MATERIALS NOT CREATED BY THE STUDENTS THEMSELVES.** Other than the sneakers themselves, 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: (a) 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 in accordance with these Official Rules, 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. and (b) Referencing or identification of Mr. Paul Van Doren will not, in and of itself, violate the rights of Mr. Van Doren’s estate/heirs (or any other parties) in his right of publicity).

(iii) **Other Content Requirements.** Entry must NOT be and must not contain images that are insulting, abusive, inciting violence, threatening, intimidating, obscene, inflammatory, sexually explicit, profane, harassing, degrading, defamatory, harmful, discriminatory or unlawful or invasive of another's privacy and must not promote a commercial/business enterprise, a charity, political or religious cause or any cause other than the themes of the Contest and the subject matter of the impact document. Remember, the themes of the Contest are Hometown Pride and "VAN D(IY)OREN LEGACY;" and, the impact document should address the positive impact that a \$50,000 donation would have on the high school, its art department, and the community at large (and if applicable the high school's decision to participate in the Bonus Challenge). Even though Vans realizes that these are turbulent times where many of society's standards and norms are subject to scrutiny and debate, please try to stay on topic when your high school is designing and customizing the sneakers and preparing the impact document as its Contest Entry, Entry must NOT include any content that is offensive, that is derogatory (i.e., "hate speech" of any kind), insults/denigrates/defames Vans, Mr. Paul Van Doren or otherwise unfit for publication (as determined by Vans or judges in their sole discretion) or that has been previously published (on-line or otherwise). The impact document must, to the best of the knowledge and belief of high school students, Authorized Representative and/or high school teacher(s), as applicable, be truthful. The impact document also must not include any information or data that is protectible as a trade secret or subject to a fiduciary duty (including the duty of confidentiality); **DO NOT DISCLOSE ANY PERSONALLY IDENTIFYING INFORMATION REGARDING HIGH SCHOOL STUDENTS, TEACHERS, ADMINISTRATORS OR OTHER COMMUNITY MEMBERS IN THE IMPACT DOCUMENT.**

**(iv) Grant of Rights in Entry/Application**

**High school will retain ownership rights in its Entry (as well as publicly available content of its application for participation in the Contest).** Authorized representative (on behalf of him/her/themselves, 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 to Vans the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicensable right and license to use, perform, exhibit, reproduce and/or otherwise exploit high school's Entry/application, in any manner and in any and all distribution channels, venues, media, product, goods or services, now known or hereafter devised, without further notice or any compensation to Authorized Representative and/or high school teacher(s) and/or students involved in creation of Entry and their parents/legal guardians if such students are minors in their jurisdiction of residence. Authorized Representative acknowledges that, should the high school's Entry advance to the second round judging of the Contest, such use by Vans will include but is not limited to the posting of the high school's Entry for purposes of public voting so as to determine the (5) high schools which advance to the Finalist Round of the Contest as set forth herein. Authorized representative further waives any "Moral Rights of Authors" ("Droit Moral") or similar natural

**rights of ownership that Authorized Representative (on behalf of him/her/ themselves, 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) may have in the high school's Entry under statutory or common law. Authorized Representative further agrees, upon the request of Vans and without compensation of any kind to sign any additional documents that Vans may require so as to record, perfect or effect the preceding grant of rights as well as to use commercially reasonable efforts to assist Vans in securing any necessary signatures from high school teacher(s) and students involved in creation of Entry and their parents/legal guardians if such students are minors in their jurisdiction of residence.**

#### **IV. WINNER DETERMINATION.**

**A. Overview.** The approximately two-hundred and fifty (250) high schools whose applications were accepted by Vans will each submit an Entry in the Contest. The top fifty (50) of these Submissions will be selected in the first round judging. These top fifty (50) Submissions will advance to the second round judging (which includes public voting). The five (5) high schools with the highest scores after the conclusion of the second round judging will advance to the Finalist Round. In the Finalist Round, these five (5) high schools ("Finalist High Schools" or "Finalists") will compete against each other for prizes.

**B. First Round Judging.** The first round judging will occur between April 18 and April 22, 2022. From among the approximately two hundred and fifty (250) high schools whose applications were accepted, those high schools whose submissions have one (1) of the top fifty (50) highest scores advance to the second round judging and will be announced on the Vans High School Custom Culture web site and the Authorized Representatives of the top fifty (50) high schools will be notified via e-mail to such effect. To the extent that the impact document element of the high school's Submission contains opinions, assertions or conclusions about the high school or surrounding community, the Authorized Representative should also keep on file any necessary documentation to support such opinions/assertions/conclusions. The first round 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 (for customized sneakers element of Submission: method, use of material/media, originality, imagination, ability to showcase new, meaningful concepts; for impact document element of Submission: communication of projected positive impact of \$50,000 donation in an informative and persuasive manner); Relevance to Theme (for customized sneakers element of Submission: how the customized sneakers element of the Submission reflects the two themes of the Contest; for impact document element of Submission: how effectively the impact document adheres to the assigned subject of the projected positive impact of \$50,000 donation); Execution (the customized sneakers and impact document as a finished work). For the avoidance of doubt, the basis on which a high school's application was accepted by Vans will not be taken into account in the first round judging



(or the second round judging, as discussed below). In the event of a tie, the advancing high school will be the high school whose Submission (among the tied Submissions) had the higher/highest score in Overall Creativity.

**C. Second Round Judging.** The second round judging consists of (1) public voting (50%) and (2) the Submission's score in the first round judging (50%, as discussed above). The public voting phase of the second round judging will be implemented by Vans and/or a designated third party agency and will take place from April 25, 2022 at 8:00:01 a.m. PT to May 6, 2022 at 5:00:00 p.m. PT. By posting a notice on the Vans High School Custom Culture web site or [www.vans.com](http://www.vans.com), Vans reserves the right to modify the timing/postpone the public voting phase of the second round judging. 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 second round judging. The high schools whose Submissions have the five (5) highest cumulative scores (i.e., public vote total plus Submission's score in the first round of judging) will be the potential Finalists, advancing to the Finalist Round (if confirmed as Finalist). Authorized Representatives of Finalists will be notified by phone, e-mail or mail between Monday, May 9, 2022 and Friday, May 13, 2022 (actual method of notification being of Sponsor's sole discretion). **IMPORTANT: IF AUTHORIZED REPRESENTATIVE CANNOT BE REACHED BY SPONSOR BETWEEN MONDAY, MAY 9 AND FRIDAY, MAY 13, AUTHORIZED REPRESENTATIVE'S HIGH SCHOOL WILL BE DISQUALIFIED AND THE HIGH SCHOOL WITH THE NEXT HIGHEST CUMULATIVE SCORE WILL BE DEEMED A POTENTIAL FINALIST IN PLACE OF THE DISQUALIFIED HIGH SCHOOL.** 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 the public voting website, the Vans High School Custom Culture website and/or the Vans website) and will not be a Finalist unless and until Vans Representative has confirmed high school's Finalist status. So as to confirm a high school's Finalist status, Authorized Representative must confirm in writing that the high school's Submission was solely the work product of students at such high school (subject only to the permitted assistance of Authorized Representative and high school teacher[s], as per Rule III C above) and substantiation of the opinions/assertions/ conclusions in high school's impact document, to the extent applicable (see subsection B above) to Sponsor for receipt no later than the designated deadline.

With regard to the impact document element of the Submissions for those high schools that advance to the second round judging, the impact document will be accessible in its entirety to persons who click on a designated hypertext link.

High schools which are selected in the first round judging will each receive the following prize (which is in addition to prize(s) won if such high school is a Finalist High School, as set forth in Rule V below), a Virtual Lesson from Artist Mentor(s) which consists of the following:

Vans Custom Culture artist(s), as chosen by Vans in its sole discretion (from among Kelly Breez, Todd Francis, Camilo Medina, Noah Humes, O.J. Hays, Tony Whlgn (a.k.a.

Antonio Robinson), Sydney G. James, Jay Howell, Mich Miller, David Heo and Sara Moon) **Students must register beforehand in order to attend the lesson using the link provided by Sponsor to Authorized Representative of selected high school at time of notification of selection in the first round judging.** For clarity, attendance at the virtual lesson is intended solely for students at the corresponding high school which was selected in the first round judging. Without limiting the foregoing, parents and friends of students will not be permitted to attend lesson. Authorized Representative agrees to only provide link to lesson to students at his/her/their high school (or to the parent/legal guardian of any student at his/her/their high school who is a minor in his/her/their jurisdiction of residence) along with the warning not to share the link with others. Should Authorized Representative fail to share link with the maximum number of students permitted to attend virtual lesson (for students who are minors in his/her/their jurisdiction of residence, such students' parents/legal guardians), Vans and Vans Custom Culture artist(s) shall not have liability under any legal theory. At all times, registered students as well as Authorized Representative must conduct themselves in an appropriate and well-behaved manner during lesson as well as refraining from recording the lesson. Without limiting the foregoing, registered students and Authorized Representative must treat Vans Custom Culture artist(s) with respect and courtesy at all times. Should a given registered student and/or Authorized Representative fail to do so (as determined by Sponsor in its sole discretion), such person will be ejected from the virtual lesson (in egregious cases, without warning of any kind). Should a significant number of persons attending the virtual lesson act in an inappropriate manner, Sponsor reserves the right to cancel the virtual lesson altogether and possibly disqualify high school from the Contest altogether in which case another high school will advance to the second round judging but will not receive the Virtual Lesson from Vans Custom Culture artist(s) prize. The lesson will last no more than (45) minutes. The lesson plan will be developed by participating Vans Custom Culture artist(s) and Sponsor and will be provided to Authorized Representative at least seven (7) days in advance of virtual lesson. If high school does not approve of content of lesson for any reason, the sole recourse of high school (including its Authorized Representative and registered students) is to abstain from attending virtual lesson. High school will not receive any alternate prize or compensation of any kind should it choose not to attend virtual lesson nor will Sponsor have any liability under any legal theory in conjunction therewith. Similarly, inability to attend virtual lesson will not in any way affect such high school's participation in the Contest. As between Vans and Vans Custom Culture artist(s), on the one hand and the high school (including its Authorized Representative and registered students) on the other, high school will be responsible for making any necessary arrangements at its sole cost/expense for Authorized Representative and registered students to attend virtual lesson. The lesson is scheduled to take place during the following school year, in Fall 2022. Approximate retail value of lesson is \$2,000.

**D. Public Voting Regulations.** A registered user may vote only one (1) time in total, with such vote being for only one (1) high school which advanced to the second round. To register as a user, you must be a legal U.S. resident and 16 years of age or older (if under 18, be sure to obtain your parent/legal guardian's permission PRIOR TO registration). For the avoidance of doubt, an Authorized Representative, high school

student (if 16 years of age or older; high school students who are under 16 years of age may have their parent/legal guardian vote on their behalf) and/or parent or legal guardian of a high school student **MAY** vote for their high school. Voters will NOT receive any award, benefit or other compensation in conjunction with casting a vote. 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 results of the voting (including but not limited to offering payments, gifts or other consideration in exchange for votes or disparaging Submissions as well as “one hand washes the other” or like voting arrangements) is strictly prohibited. Should Vans determine in its sole discretion that a high school which advanced to the second round is engaged (directly or indirectly, in whole or in part) in such improper activities, such high school’s Submission may be disqualified and/or all votes from such suspect source will be discounted. By voting (and, Authorized Representative by submitting an application for a high school’s possible participation in the Contest), you (if a minor, your parent/legal guardian) agree to fully cooperate with Vans in a forthright and honest manner in conjunction with any information/materials that Vans may request in investigating any suspected improper activities in conjunction with voting (or the operation of the Contest generally), all without compensation of any kind and subject to confidentiality and/or other reasonable restrictions. Vans will display the uploaded Submissions in any pattern, format or sequence which may or may not be rotated or varied in Vans’ sole discretion and the Submissions of a high school which advanced to the second round 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.

E. Finalist Round. In the Finalist Round to take place May 9 - 13, 2022, Vans marketing executives, designers, art directors and marketing managers will re-evaluate the five (5) Finalist High School Submissions as compared to one another based on the same judging criteria as used in the first round judging (in subsection B above). The composition of the Finalist Round judging panel will be similar to (although not necessarily the same as) the judging panel in the first round judging; Sponsor reserves the right, but has no obligation, to include one or more celebrity judges as part of the Finalist Round judging panel.

Authorized Representative (and perhaps other official[s] at Finalist High School) will be notified privately at the conclusion of the Finalist Round, and will be posted about on Vans Instagram @vanscustomculture if Finalist High School won the Grand Prize or a Finalist Runner-Up Prize (as well as a Bonus Challenge Prize).

## **V. PRIZES.**

**A. Grand Prize (1).** Grand Prize consists of the following elements:

- (a) \$50,000 donation by Vans to Grand Prize-winning high school's art program;
- (b) a visit by Vans to the Grand Prize-winning high school, with games, gifts/ awards, activities, musical performance as well as a barbecue for the entire student body of the Grand Prize-winning high school. See "Vans Visit" in Section VI below. Vans Visit has an approximate retail value of \$100,000.

**B. Finalist Runner-Up Prizes (4, 1 per Finalist High School which did not win the Grand Prize).** \$15,000 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 Finalist Runner-Up Prize.

For the avoidance of doubt, if an after-school program or club participates in the Contest, the donation element of the Grand Prize or Finalist Runner-Up Prize (as the case may be) will be made to the corresponding high school's art program and not to the after-school program/club specifically.

**C. Bonus Challenge Prize (up to 5, maximum of 1 per Finalist High School) - \$500** Yoobi gift card redeemable on [www.yoobi.com](http://www.yoobi.com) for art supplies (see Rule II D above for restrictions on Gift card) and Vans will make a \$500 donation in honor of such high school to a nonprofit entity organized under Section 501(c)(3) of the Internal Revenue Code whose mission involves promoting or working toward the cause of sustainability. The recipient nonprofit entity will be determined by Sponsor in its sole discretion; without limitation, Sponsor may elect to make a \$500 donations for multiple Bonus Challenge Prize-winning Finalist High Schools to the same nonprofit entity.

## **VI. PRIZE CONDITIONS.**

- A. In 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 PRIZING IF A WINNER, IT BEING UNDERSTOOD THAT VANS IS EXPRESSLY RELYING ON THE TRUTH OF SUCH REPRESENTATION IN SELECTING HIGH SCHOOL TO PARTICIPATE IN CONTEST. VANS SHALL HAVE NO LIABILITY TO HIGH SCHOOL AND/OR HIGH SCHOOL'S AUTHORIZED REPRESENTATIVE, TEACHERS, 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; for Vans Visit element of Grand Prize, see subsection B below. 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 sole responsibility. No prize transfer except as otherwise expressly specified herein. No prize substitution, except at the sole

discretion of Vans due to unavailability of prize/prize component for any reason and only then for prize/prize component of comparable value.

B. Vans Visit (for Grand Prize-winning High School).

- (i) Timing. Visit is scheduled to take place on or about Monday, May 16, 2022. Actual date of visit is subject to approval of Sponsor and Grand Prize-winning high school administration, including principal; once determined, Authorized Representative will be notified of date of visit. (In the unlikely event that Sponsor and Grand Prize-winning High School administration cannot reach agreement as to date of visit after good faith negotiation or if Grand Prize-winning high school cannot accept the Vans Visit element of the Grand Prize for any reason, the Vans Visit element of the Grand Prize will be forfeited by Grand Prize-winning High School without compensation or alternate prize of any kind.
- (ii) Vans Visit will last for approximately four (4) hours; but, if less than four (4) hours, Sponsor shall not have any liability of any kind.
- (iii) **Only Grand Prize-winning High School students (if student is a minor in his/her/their jurisdiction of residence, such student's parent or legal guardian may also attend), administration and staff will be allowed on campus of Grand Prize-winning High School for Vans Visit.**
- (iv) Sponsor reserves the right to condition admission to Vans Visit in one or more of the following respects: a) an eligible attendee (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) signing a liability release and a publicity release (where legal) and/or furnishing acceptable photo identification; b) a reasonable search of eligible attendee's person and items in his/her/their possession (e.g., purse or knapsack) as a condition of admission to Vans Visit as well as full compliance with all posted policies as to restricted items; c) providing proof of being vaccinated against COVID-19/Coronavirus or a negative COVID-19/Coronavirus test taken within a prescribed time period before Vans Visit. Should an eligible attendee be denied admittance to Vans Visit due to any of the foregoing reasons, Sponsor shall not have any liability under any legal theory. In addition, should eligible attendee be in possession of contraband, Sponsor reserves the right to take any and all other, additional actions which it deems appropriate under the circumstances, including alerting the police or other relevant authorities.
- (v) Upon providing notice to Authorized Representative and without liability of any kind, Sponsor reserves the right to postpone and re-schedule Vans Visit due to inclement weather, civil commotion, COVID-19 pandemic/epidemic (including both direct and indirect consequences of same) or other *force majeure* event, with the understanding that the musical guest

may not be available to participate in the Vans Visit on such re-scheduled date.

- (vi) Upon providing notice to Authorized Representative, Sponsor further reserves the right to replace Vans Visit in whole or in part with a virtual event due to COVID-19 pandemic/epidemic (including both direct and indirect consequences of same, and in such case Sponsor's liability shall be limited to the provision of the virtual event and any modified version of the Vans Visit.
- (vii) In consultation with Grand Prize-winning High School's administration, Sponsor may modify the games/activities/entertainment in the event of inclement weather (again, in all cases, without liability of any kind to Sponsor).
- (viii) The menu for the barbecue (specific foods and non-alcoholic beverages) will be determined by Sponsor in consultation with Grand Prize-winning High School administration; however, Sponsor disclaims any and all liability should any attendee find menu options not to his/her liking. Without limitation, it is the sole responsibility of attendees to timely communicate any dietary restrictions to Grand Prize-winning High School's administration.
- (ix) The musical performer will be determined by Sponsor in its sole discretion; however, Sponsor disclaims any and all liability in conjunction with musical performance under any legal theory. Musical performance shall last for approximately twenty (20) minutes, with the musical performer determining the play list (including whether he/she/they will accept requests from attendees) at his/her/their sole discretion. Musical performer may or may not pose for "selfies" with attendees and/or autograph items for attendees. Musical performer's appearance at Vans Visit is subject to his/her/their availability; and, if musical performer is unable to appear at Vans Visit, Sponsor's sole liability will be replacement of musical performer with another musical performer of Sponsor's sole choosing. If musical performance is less than the designated time period for same, Sponsor shall not have any liability in conjunction therewith.
- (x) Specific games/activities (as well as awards/gifts offered to participants in same) will be determined by Sponsor in its sole discretion.
- (xi) Unless Sponsor grants specific, written consent to attendee, Vans Visit cannot be recorded in electronic, audio or video format; in addition, any recordation of musical performance during Vans Visit also requires the specific, written consent of musical guest.
- (xii) At all times, attendees must conduct themselves in a respectful, appropriate, and well-behaved manner in conjunction with Vans Visit. The preceding includes but is not limited to the musical performance. Should an attendee fail to do so (as determined by Sponsor in its sole discretion), he/she will be ejected from the Vans Visit (in egregious cases, without

warning of any kind). Should a significant number of attendees act in an inappropriate manner or if an incident occurs of significant enough magnitude to present a safety hazard or to reflect adversely on the Vans brand (as determined by Sponsor in its sole discretion), Sponsor reserves the right to cancel the Vans Visit in part or altogether. In all cases, any relief sought by Sponsor and/or musical guest (as appropriate) pursuant to this subsection shall not prevent Sponsor and/or musical guest (as appropriate) from seeking other remedies to the fullest extent permitted by applicable law.

## **VII. SCHOLARSHIP AMERICA SCHOLARSHIPS**

Scholarship America Inc., a non-profit entity organized under Section 501(c)(3) of the Internal Revenue Code intends to award a partial scholarship to five (5) students from the Top 50 Finalist High Schools. Only students from the Top 50 Finalist High Schools who will graduate in Spring 2022 (i.e., high school seniors) and who actually participated in the creation of the Finalist High School's Entry (as confirmed in writing by Authorized Representative of Finalist High School, to the satisfaction of Scholarship America Inc.) may apply for the scholarship. To apply, eligible students should speak to his/her/their high school's Authorized Representative and complete a scholarship application (including a personal statement) as well as any additional information and materials that Scholarship America Inc. may require (for example, recommendations from teachers and/or Authorized Representative from his/her/their high school) by the specified deadline (projected to be June 15, 2022). If eligible student is a minor in his/her/their jurisdiction of residence, he/she/they must secure the consent of his/her/their parent or legal guardian before applying for the scholarship. No application fee is required to apply for scholarship. Full details regarding the application may be obtained from the Finalist High School's Authorized Representative.

Scholarship America Inc. shall determine the recipients of the scholarships in its sole discretion, based on its independent review of the applications submitted by eligible students from the corresponding Finalist High Schools. Scholarship America Inc. further reserves the right to condition issuance of any scholarship upon the eligible student participating in interview(s) with one or more of its representatives. (For clarity, Vans is in no way involved in the determination of scholarship recipients). Scholarship America Inc.'s determination of the scholarship recipient is final and binding in all respects.

In the unlikely event that no ju seniors at the Finalist High Schools apply for the scholarship or, alternatively, if Scholarship America Inc. determines in its sole discretion that none of the seniors at the Finalist High Schools who DO apply are a suitable/appropriate recipient of the scholarships, Scholarship America Inc. may refrain from awarding any scholarship; and, in such event, Scholarship America Inc. will have no obligation or liability relative to same under any legal theory.

The scholarship will consist of \$10,000 per recipient for tuition payments in conjunction with recipient's enrollment on a full-time basis for classes towards a degree in any genre of art or other expression of creativity at an accredited community college, liberal arts college or university in the United States ("Qualifying College"). By way of example only, the recipient may use the scholarship to pursue a degree in film studies or fashion design. The scholarship is not redeemable or exchangeable for cash by recipient. Recipient must enroll at Qualifying College for Fall 2022 semester (if a senior) for in-person and/or on-line instruction. Should recipient fail to do so (absent extraordinary circumstances and with the prior, written approval of Scholarship America Inc., which may be granted, conditioned or withheld in its sole discretion), Scholarship America Inc. reserves the right to terminate scholarship without liability or obligation to the scholarship recipient (and/or to his/her/their parent or legal guardian if recipient is a minor in his/her/their jurisdiction of residence). Recipient (his/her/their parent or legal guardian if recipient is a minor in his/her/their jurisdiction of residence) agrees to provide Scholarship America Inc. upon its request and without compensation any and all necessary consents and authorizations so as to enable Scholarship America Inc. to arrange payment of tuition for such scholarship recipient with the bursar (or similar official) at Qualifying College. Full terms and conditions governing scholarship are available from Authorized Representative at the time of application.

**The scholarship is offered solely by Scholarship America Inc. (and not by Vans); Scholarship America Inc. is solely responsible for same. The scholarship is not the prize in 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) releases and agrees to hold harmless Vans, a division of VF Outdoor, LLC, Scholarship America Inc., Yoobi, LLC, and (as applicable) their respective parent companies, affiliates, subsidiaries, promotion/marketing/public relations agencies, prize suppliers (including but not limited to musical performer at Vans Visit and Vans Custom Culture artist[s] offering virtual lessons to high schools selected in the first round judging, personally) and the directors, officers, agents, shareholders, representatives, employees, successors and assigns of any of the above entities, as well as Facebook, Inc./Instagram, from any and all liability associated (directly or indirectly, in whole or in part) with high school's submission of an application for the Contest, participation in the Contest or any Contest-related activity and receipt, acceptance, possession or use/misuse of prize(s). 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 (photos of customized sneakers; impact document) and the implementation of the public voting phase of the second round judging of the Contest. By accepting prize(s), 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) 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. The preceding includes but is not limited to Sponsor possibly conducting interviews with and/or publishing biographical material regarding the Authorized Representative and/or students of Grand Prize-winning High School during the Vans Visit as discussed above.

#### **IX. LIMITATIONS OF LIABILITY.**

Participation is subject to the Privacy Statement of [www.vans.com](http://www.vans.com); Authorized Representatives of high schools located in California should also review Vans' California Consumer Privacy Statement. Personal information provided by Authorized Representative in conjunction with the corresponding high school's participation in the Contest (including the submission of application/registration to participate in the Contest) will only be used for purposes of Contest administration. No responsibility is assumed by Vans for lost, late, incomplete, irregular, damaged, misdirected or illegible Entries or applications; 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 in the second round judging 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, pandemic/epidemic, government order or law, action by any federal, state or local governmental authority, national or regional emergency, riot, strike, civil commotion, governmental regulation, materials shortage 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, select high schools in the first round judging to receive the virtual art lesson from Vans Custom Culture artist(s), and/or to select the Finalist High Schools (as well as determining the Grand Prize winner from amongst such Finalist High Schools) and/or to determine whether a Finalist High School also receives a Bonus Prize, all 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, Scholarship America Inc. will utilize such Finalist High Schools for purposes of awarding the scholarships).

#### **X. 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) 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 (including but not limited to compensatory, punitive, incidental or consequential damages) or other relief of any kind. These Official Rules and this Contest shall be governed by the internal laws of the State of California.**

#### **XI. 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.

#### **XII. WINNERS' LIST.**

For the names of winning high schools (requests must be received by June 15, 2022), send a self-addressed, stamped envelope to: Vans Custom Culture Winners, 1588 South Coast Drive, Costa Mesa, CA 92626 or send an e-mail to [customculture@vans.com](mailto:customculture@vans.com) with 2021 WINNING HIGH SCHOOLS in the subject line; e-mail must be received by 5:00:00 p.m. PT on June 15, 2022. Do NOT send any other communications to this e-mail address. Do not send winners' list request via postal mail and e-mail.

**Sponsor: Vans, a division of VF Outdoor, LLC, 1588 South Coast Drive, Costa Mesa, CA 92626.**

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