

2017 Vans Custom Culture Contest

NO PURCHASE NECESSARY.

The 2017 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, LLC (“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 3, 2017 and ends on May 10, 2017. 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 3, 2017 @ 8:00:01 a.m. PT | February 10, 2017 @ 5:00:00 p.m. PT (but will end sooner if there are 3,000 registrants) |
| Submission Period | March 1, 2017 @8:00:01 a.m. PT | April 10, 2017 @ 5:00:00 p.m. PT |
| Initial Round Judging- Customized Sneakers | April 17, 2017 | April 21, 2017 |
| Judging – Technology In Design | April 17, 2017 | April 21, 2017 |
| Public Voting (as part of 2 nd Round Judging) – Customized Sneakers | April 26, 2017 @ 8:00:01 a.m. PT | May 10, 2017 @5:00:00 p.m. PT |
| Winner Notification- Technology In Design | May 5, 2017 | |
| Finalist Notification- Customized Sneakers | May 11, 2017 | |

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| Finalist Round/Final Event-Customized Sneakers | Early-June 2017 | |
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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; for the avoidance of doubt, authorized representative MUST be the same person who registers high school with Vans 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.) 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; that he/she is the same person who registered the high school with Vans (unless expressly exempted by Vans, as discussed above); 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; Old Skool, as well as one (1) sheet of blank/white paper (11" x 14"). (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 – and by designing on the blank/white paper a custom print based solely on the theme of “Technology in Design” (do NOT include any of the other four [4] themes as part of the custom print design.) 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) applicable themes (i.e., Art, Music, Individual Action Sports; Local Flavor) complementing or otherwise relating to one another so as to form a single statement/message. For the avoidance of doubt, “Technology in Design” is a separate theme from the four (4) “customized sneaker themes,” and is applicable only to the custom print design: **DO NOT CUSTOMIZE SNEAKERS BASED ON THE THEME OF “TECHNOLOGY IN DESIGN”**. Contest submission (also referred to as “entry” or “submission”) consists of [i] uploaded photos of each of the four (4) customized sneakers, [ii] 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) and [iii] the custom print design. If any of the three (3) 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 II D below. Limit one (1) Contest submission per high school. Submission should not be named or include any material which directly states or implies the nature of the underlying theme for any 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 in this year’s Contest. Rather, the entire submission must be created specifically for *this* Contest.

(C) Entry Deadline. Submission must be received in its entirety during Submission Period (March 1, 2017 at 8:00:01 a.m. PT – April 10, 2017 at 5:00:00 p.m. PT) at www.vans.com/customculture (also referred to herein as the “Vans 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 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.

(D) Guidelines.

- (i) **Technology-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); 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.”) Complete specifications for photos 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. 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) **Custom Print.** Custom print design must be confined to the sheet of blank/white paper (11” x 14”) provided to high school by Vans as per Rule II (B). Custom print design must be two-dimensional (“2D”), not three-dimensional (“3D”). No additional or supplementary materials will be considered in evaluating a high school’s custom print design submission so as to determine the high school which wins the Technology In Design Prize. Complete specifications for custom prints will be supplied to high school (see Rule II (B) above); 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.
- (iii) **Photos/Custom Print Designs– Rights.** Photos/Custom print designs 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) and, in the case of custom print designs only, for the information/materials provided by Sponsor on www.vans.com/customculture. {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. Further, with regard to custom print design, if Vans or judges determine, in their sole discretion, that students have merely copied or replicated examples available for reference purposes on the Vans Custom Culture web site, the entry may also be disqualified.} DO NOT COPY (IN WHOLE OR IN PART) THE WORKS OF THIRD PARTIES (OR, IN THE CASE OF THE CUSTOM PRINT DESIGN, THE EXAMPLES OR ILLUSTRATIONS PROVIDED ON THE VANS CUSTOM CULTURE WEB SITE). Photos/custom print design 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 CUSTOM PRINT DESIGNS THE NAMES OR LOGOS OF FAVORITE BANDS; THE NAMES OF CELEBRITIES/ATHLETES, REPRODUCTIONS OF WORKS OF ART, OR OTHER MATERIALS NOT CREATED BY THE STUDENTS THEMSELVES. Other than the sneakers themselves (relative to photos) and information/materials provided on the Vans Custom Culture website (relative to custom print design), 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 as well as the information/materials provided on the Vans Custom Culture website 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 or of information/materials provided on the Vans Custom Culture web site constitutes an actionable violation of Sponsor's rights.)

- (iv) **Other Content Requirements.** Entry must NOT promote a commercial/business enterprise, a charity, political, religious cause or any cause other than the applicable themes 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) except, with respect to the custom print design, the information/materials provided by Sponsor on the Vans Custom Culture website.

- (v) **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.** Except for the Technology In Design Prize (as discussed below in Rule III [E]), the Submissions (specifically, solely the photos of the customized sneakers)† 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 2nd round judging in the Contest (which includes public voting). The high school in each of the five (5) regions with the highest score after the conclusion of the 2nd 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 (other than the Technology In Design Prize).

†As used in Rule III B, III C and III D, "Submission" refers solely to the photos of the customized sneakers (and not the custom print design).

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 17 and April 21, 2017. Those high schools whose submissions have one (1) of the top ten (10) highest scores in a given region advance to the 2nd round judging in the Contest (fifty (50) high schools in total advancing to the 2nd round judging) and will be announced on www.vans.com/CustomCulture. If a high school advances to the 2nd round judging, for each student at that high school who was involved in the high school's participation in the Contest, 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 these may be required in conjunction with the 2nd round judging, Finalist Round, and the Technology In Design phases of the Contest and/or for other reasons. Authorized representative should also keep on file visual documentation of the creative process which culminated in the creation of the customized sneakers element of the high school's Contest submission. (Examples of visual documentation are: sketches, photos, videos, drawings, materials used to create the sneakers.) 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 submission reflects the corresponding theme of the Contest); Execution (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. and Laguna College of Art & Design will not participate in the initial round of judging.

- C. **2nd Round Judging.** The 2nd 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 2nd round judging will be implemented by Vans and/or a designated third party agency and will take place from April 26, 2017 at 8:00:01 a.m. PT to May 10, 2017 at 5:00:00 p.m. PT. (But, by posting a notice on www.vans.com, Vans reserves the right to modify the timing/postpone the public voting phase of the 2nd 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 2nd 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 of 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 11, 2017 (actual method of notification being of Sponsor's sole discretion). **IMPORTANT: IF AUTHORIZED REPRESENTATIVE CANNOT BE REACHED BY SPONSOR ON THURSDAY, MAY 11, 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 the Vans website) and will not be a Finalist unless and until Vans representative has confirmed high school's Finalist status. As part of such confirmation of Finalist status, authorized representative must submit the original, actual customized sneakers (Slip-Ons; Authentics; SK8-Hi's; Old Skool), a list of the names of all students involved in the preparation of the high school's submission and a completed/signed Student Release for each such student, as well as documentation of the creative process (see Rule III B above) to Sponsor for receipt no later than the designated deadline. The customized sneakers, Student Releases and documentation of the creative

process should be submitted together in a single shipment; partial/piecemeal submissions will not be accepted unless expressly authorized by Sponsor (it being understood that Vans may grant or withhold such authorization in its sole discretion and without liability of any kind.) Authorized representative/high school shall bear sole responsibility for such shipment and Sponsor disclaims any and all liability for late, lost, damaged, incomplete, delayed, misdirected, incomplete shipments or for postage due mail. Authorized representative is advised to make a copy of all such materials for high school's records prior to shipment. Use of certified United States Postal Service delivery and/or courier delivery service (such as, Federal Express or United Parcel Service^{***}) is therefore strongly recommended. Receipt of shipment may be acknowledged in Sponsor's sole discretion. High schools that advance to the 2ND round judging but *not* the Finalist Round will not receive any prize in conjunction with the customized sneakers phase of the Contest.

{***Used for reference purposes only. No endorsement, authorization or sponsorship is intended or implied by such use.}

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 early-June 2017. 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 such 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 III B above) as well as Creative Process (how the high school achieved the customized sneakers as a finished product). 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 III B 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. 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) and/or other factors. 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.

E. Technology In Design/Custom Print Element of Submission. For the Technology In Design Prize, the custom print design element of submissions from all high schools (regardless of region) will be judged together by an expert panel comprised of Vans marketing executives, designers, art directors and marketing managers based upon the following criteria (to be weighted equally): Creativity, Relevance To Theme, and Execution; such criteria being further defined in Rule III B above. Such judging will occur between April 17 and April 21, 2017. In the event of a tie, the Technology In Design winning high school will be the high school whose custom print design (among the tied custom print designs) had the higher/highest score in Overall Creativity. Authorized representative of high school that potentially won Technology In Design Prize will be notified by phone, e-mail or mail on or about May 5, 2017 (actual method of notification being of Sponsor's sole discretion). Sponsor may also post the name of the high school which won the Technology in Design Prize on www.vans.com/customs and/or www.vans.com/customculture, but Sponsor is in no way obligated to do so. For the avoidance of doubt, how a high school performed in the Contest with regard to photos of customized sneakers (as per Rule III A, III B, III C and III D), and regardless of whether high school and/or its students received any prize from Genesco Inc. and/or a scholarship from Laguna College of Art & Design in conjunction with Contest participation will not be taken into account in determining the Technology In Design- winning high school.

IV. PRIZES.

A. Prizes Presented By Vans

- (i) **Finalist Prizes (5, 1 per high school per region).** Trip to the Final Event scheduled for early-June 2017 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 II C 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 catered or supplied 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 (customized sneakers) 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, including but not limited to duration of display). 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 (customized sneakers). 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 2018. 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 customized sneakers submission: Slip-Ons; Authentics; SK8-Hi's; Old Skool; 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/customized sneakers (or to display the Grand Prize-winning high school's submission/customized sneakers) 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 un-used sneaker styles. But, should Vans choose to develop a limited edition sneaker based on the Grand Prize-winning high school's submission (customized sneakers), 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.

- (iv) **Technology In Design Prize (1).** \$5,000 donation by Vans to winning high school's art program. Vans will produce up to twenty-five (25) limited edition sneakers based on the submission (custom print design) which won the Technology In Design Prize; and, Sponsor shall determine in its sole discretion the choice of style of the limited edition sneakers (i.e., Slip-Ons; Authentics; SK8-Hi's; or Old Skool). The actual quantity of sneakers produced by Vans depends upon the number of students identified by authorized representative as participating in the winning high school's Contest submission; authorized representative must provide a list of the names of all students involved in the preparation of the high school's submission and a completed/signed Student Release for each such student. (Should fewer than twenty-five [25] students be determined by Sponsor in its sole discretion as having taken part in the winning high school's submission, Sponsor shall only award a quantity of sneakers equal to the number of students taking part in the winning high school's submission, and will not have any further liability with regard to same.)

Sponsor may make the Technology In Design-winning submission available on www.vans.com as a pattern which consumers may use to create a pair of custom sneakers for purchase from Vans. All aspects of such use of Technology In Design Prize-winning submission will be at Vans's sole determination, including but not limited to duration of availability of pattern; such pattern may therefore deviate somewhat from the Technology In Design-winning submission and Sponsor disclaims any liability related thereto. If applicable, the pattern will be attributed to the 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). **For the avoidance of doubt, Vans is NOT obligated to display the pattern of the Technology In Design-winning submission on www.vans.com and such decision will not result in any liability to Vans under any legal theory.** Should Vans choose not to display the pattern of the Technology in Design-winning submission, Technology In Design-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 publication of the Technology in Design-winning submission

and/or the development of sneakers based on same. But, should Vans choose to make a pattern of the Technology in Design-winning submission available on www.vans.com, nothing herein obligates Vans to create and sell a limited edition sneaker based on the Technology in Design-winning submission. To the extent applicable, as between Technology In Design- winning high school (including its students, teachers and authorized representative) and Vans, Vans will own any and all rights to the pattern of the Technology In Design-winning submission (and the Technology In Design-winning submission itself) and Technology In Design-winning high school will NOT receive any attribution or compensation in conjunction with the availability on www.vans.com of the pattern of the Technology in Design-winning submission (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 pattern of the Technology In Design-winning submission (and the Technology In Design-winning submission itself), as applicable and as necessary.

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 in early-June 2017; 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 2nd 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 Finalist 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 reasonable driving distance of location of Final Event in Los Angeles/Orange County (as determined by Vans in its sole discretion), Finalist 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 PRIZE(S) 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, 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 PRIZE[S] 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 PRIZE(S) 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 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 2017 (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.

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. **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. Conversely, Laguna College of Art & Design may decide in its sole discretion to award additional scholarships to other high school seniors from Finalist high schools or non-Finalist high schools.

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 2017 semester. Should recipient fail to enroll for Fall 2017 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 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, 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) and/or the Technology In Design Prize (as applicable), with an alternate Finalist winner and/or Technology In Design Prize 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, LLC, Genesco Inc., 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 prize(s) 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 (photos of customized sneakers) and the implementation of the public voting phase of the 2nd 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 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. 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. (The preceding includes but is not limited to information/materials regarding the custom design print available on the Vans Custom Culture 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 and/or the Technology In Design prize winning high school 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 Finalist prize winning high schools as determined by Vans so as to possibly make scholarship offers as per Section VI above.) Notwithstanding the foregoing, 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. Notice of such action by Vans and/or Genesco Inc. (as appropriate) will be posted on www.vans.com.

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 12, 2017), send a self-addressed, stamped envelope to: Vans Custom Culture Winners, 6550 Katella Ave. Cypress, CA 90630 or send an e-mail to customculture@vans.com with 2017 WINNING HIGH SCHOOLS in the subject line; e-mail must be received by 5:00:00 p.m. PT on June 12, 2017. 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, 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