

2021 Vans Custom Culture Contest

NO PURCHASE NECESSARY.

The 2021 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 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. (High school students who participated in the 2020 Vans Custom Culture Contest offered ARE eligible to participate as part of a given high school.) 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 4, 2021 and ends on May 7, 2021. 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 4, 2021 @/after 9:00:01 a.m. PT	January 29, 2021 @ 5:00:00 p.m. PT
Application - Digital Submission Period	February 1, 2021 @ 5:00 p.m. PT	February 19, 2021 @ 5:00 p.m. PT
Initial Selection of High Schools’ Registrations/ Applications	February 22, 2021	February 26, 2021
Submission Period	March 8, 2021 @8:00:01 a.m. PT	April 16, 2021 @ 5:00:00 p.m. PT
1 st Round Judging	April 19, 2021	April 23, 2021

Public Voting (as	April 26, 2021	May 7, 2021 @5:00:00 p.m.
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part of 2 nd Round Judging)	@ 8:00:01 a.m. PT	PT
Finalist Notification	May 10, 2021	May 14, 2021

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 (also referred to herein as the “Vans H.S. 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 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 Vans has modified the Contest in several significant respects. Without limitation, the application process now includes the submission of the high school’s design on a Vans shoe template, as discussed below, which will be used to determine which high schools will be accepted by Sponsor to participate in the Contest.)** 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 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 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 (with the sole exception of high school's design on the Vans shoe template, as discussed in subsection C below) must be received during the Registration/Application Period (January 4, 2021 at/after 8:00:01 a.m. PT – January 29, 2021 at 5:00:00 p.m. PT).

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

(C) After submission of application, Authorized Representative must return to the Vans H.S. Custom Culture web site to download the Vans shoe template. On the Vans shoe template, students from the high school (as guided by Authorized Representative and/or other high school teacher[s]) create a design to reflect either of the following themes – "Hometown Pride" and "Head In The Clouds" (students' hopes and dreams for the future.) The design may be created digitally or on a print-out of the Vans shoe template. If the former, any graphics arts/design software program may be used, in accordance with the terms/conditions of same; if the latter, design may be created using crayon, magic marker, paint, pencil or any other durable medium. Regardless of whether digital or print-out is used by high school, the Vans shoe template cannot be supplemented or otherwise modified from its original form. Authorized Representative must then upload the high school's completed design on the Vans shoe template during the Digital Submission Period (February 1, 2021 at 5:00:00 p.m. PT – February 19, 2021 at 5:00:00 p.m. PT). ***IF AUTHORIZED REPRESENTATIVE DOES NOT SUBMIT THE HIGH SCHOOL'S DESIGN ON THE VANS SHOE TEMPLATE BY FEBRUARY 19, 2021 AT 5:00:00 P.M. PT, THE HIGH SCHOOL'S APPLICATION WILL BE REJECTED WITHOUT FURTHER NOTICE.***

The Guidelines in Rule III C as to Contest participation apply to the high school's design on the Vans shoe template, including but not limited the content requirements and the characterization of the high school's design on the Vans shoe template as a "work made

for hire” regardless of whether the high school’s application is accepted by Sponsor. Any violation of such Guidelines as determined by Sponsor in its sole discretion will result in rejection of high school’s application.

Limit one (1) application (including one [1] design on the Vans shoe template) per high school, to be submitted only by Authorized Representative of high school. Do NOT supplement the application with any materials or information. Proof of submission of application (including high school’s design on the Vans shoe template) does not constitute proof of Sponsor’s receipt of application (or proof of acceptance of application). Vans will not acknowledge receipt of application.

(D)The review of applications (including high school’s design on the Vans shoe template)/selection of high schools to participate in the Contest will occur between February 22 and February 26, 2021. 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 and the high school’s design on the Vans shoe template. Given that Vans has reduced the number of applications that will be selected for Contest participation by approximately one-half, Authorized Representatives may wish to devote greater attention to their applications than in past years’ versions of the Contest as well as having their students work conscientiously and diligently in creating a design on the Vans shoe template. Accordingly, even if an application is closely similar to or the same as one which was submitted and selected in a previous year’s version of the Contest, such application may not be selected for this Contest. However, 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.

(E) 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 FRIDAY, FEBRUARY 26, 2021, TO BE CONFIRMED LATER BY MAIL. IMPORTANT: IF AUTHORIZED REPRESENTATIVE CANNOT BE REACHED BY SPONSOR ON FEBRUARY 26, 2021 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-Ons and Authentics sneakers (blank/white color; size 9) as well as a \$50 Yoobi eGift Card redeemable on www.yoobi.com for art supplies. Yoobi eGift card is subject to terms and conditions of use of Yoobi, LLC as the issuer of same; 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 eGift 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 "Head In The Clouds". One (1) sneaker style must be devoted to each theme, so that both themes are addressed. (For clarity, the customized sneakers may complement and amplify the design as set forth in the high school's design on the Vans shoe template which was previously submitted as part of the high school's application, but this is NOT required NOR will the content of the customized sneakers as compared to the design on the Vans shoe template in any way affect the high school's participation in the Contest.) 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, the high school's students and the community of which the high school is a part (such statement is referred to hereafter as the "impact document"). 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), and [iii] the impact document. 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 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 2019 or 2020 Vans Custom Culture Contests, any materials submitted for the 2019 or 2020 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 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 prizes 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: by choosing to participate in the Bonus Challenge, a high school CANNOT use art supplies acquired by redeeming the \$50 Yoobi eGift Card received as per Rule II E above.***

A high school must clearly indicate in its Contest Entry that it intends to participate in the Bonus Challenge; high school may also address their participation in the Bonus Challenge in its impact document (though this is not required). If not, the Bonus Challenge prize will not be awarded to 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 8, 2021 at 8:00:01 a.m. PT – April 16, 2021 at 5:00:00 p.m. PT) at the Vans H.S. 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 (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); 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 (E) 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) **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, 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.)

(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 "Head In The Clouds;" and, the Impact Document should address the positive impact that a \$50,000 donation would have on the high school, its students and the community at large (and possibly 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) 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). 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. 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) Entry/Application 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 (and the corresponding application, regardless of whether or not it is accepted by Vans) shall be deemed a "Work Made For Hire" under the copyright laws of the United States, the entry/application being specially prepared by the high school (Authorized Representative, participating teachers and students) for Vans. If the

entry/application is deemed not to constitute a “Work Made For Hire,” Authorized Representative agrees, in exchange for good and valuable consideration in the amount of \$3, to transfer and assign any and all rights, title, and interest in and to the entry/application to Vans, including but not limited to the copyright and renewal rights in the entry/application, 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/application. 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/application’s status as a “work made for hire” or the foregoing assignment, as applicable.

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 1st round judging. These top fifty (50) submissions will advance to the 2nd round judging (which includes public voting). The five (5) high schools with the highest scores after the conclusion of the 2nd 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. **1st Round Judging.** The 1st round judging will occur between April 19 and April 23, 2021. 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 2nd round judging and will be announced on the Vans H.S. 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 Contest 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 1st 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 1st round judging (or the 2nd 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. For the avoidance of doubt, Genesco Inc. will not participate in the 1st round judging.

C. 2nd Round Judging. The 2nd round judging consists of (1) public voting (50%) and (2) the submission's score in the 1st round judging (50%, 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, 2021 at 8:00:01 a.m. PT to May 7, 2021 at 5:00:00 p.m. PT. (But, by posting a notice on the Vans H.S. Custom Culture web site or 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 high schools whose submissions have the five (5) highest cumulative scores (i.e., public vote total plus submission's score in the 1st 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 10, 2021 and Friday, May 14, 2021 (actual method of notification being of Sponsor's sole discretion). **IMPORTANT: IF AUTHORIZED REPRESENTATIVE CANNOT BE REACHED BY SPONSOR BETWEEN MONDAY, MAY 10 AND FRIDAY, MAY 14, 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 H.S. 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 Contest 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 submission for those high schools that advance to the 2nd round judging, the Impact Document will be accessible in its entirety to persons who click on a designated hypertext link.

High schools confirmed as Finalists will each receive the following prize in addition to either the Grand Prize or a Finalist Runner-Up Prize, 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, Robin Eisenberg, Todd Francis, Camilo Medina, Olivia Krause, Noah Humes, O.J. Hays, Tony Whlgn (a.k.a. Antonio Robinson), Sydney G. James, Jay Howell) and subject to artist availability will provide a virtual lesson via teleconference for each of the five (5) Finalist High Schools. Each Finalist High School will have its own separate lesson. Sponsor will determine which of the ten (10) artists (depending on their availability and other factors) lead a given Finalist High School's lesson. For each Finalist High School, attendance at the virtual lesson is subject to capacity limits. (Attendance is not limited to students who were involved previously in the Finalist High School's participation in the Contest.) **Students must register beforehand in order to attend the lesson using the link provided by Sponsor to Authorized Representative of Finalist High School at time of notification of selection of high school as a Finalist.** For clarity, attendance at the virtual lesson is intended solely for students at the corresponding Finalist High School. 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 Finalist High School (or to the parent/legal guardian of any student at his/her/their Finalist 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 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. 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 Finalist High School does not approve of content of lesson for any reason, the sole recourse of Finalist High School (including its Authorized Representative and registered students) is to abstain from attending virtual lesson. Finalist 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 Finalist High School's participation in the Contest, however. As between Vans and Custom Culture artist(s), on the one hand and the Finalist High School (including its

Authorized Representative and registered students) on the other, Finalist 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 2021. 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) Finalist High School. 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 Finalist 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 Finalist High School is engaged (directly or indirectly, in whole or in part) in such improper activities, such Finalist High School's submission will be disqualified and all votes from such suspect source will be discounted. By voting (and, Authorized Representative by submitting an application for a Finalist 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 Finalist High School's submission will only be identified as follows: *NAME OF HIGH SCHOOL, CITY, STATE OF HIGH SCHOOL*. Authorized Representatives, teachers and students at a given Finalist High School are welcome to post content on social media or elsewhere on-line with the goal of increasing the public vote total for their Finalist High School. Any such posting must be made with the consent of the Authorized Representative of the corresponding Finalist High School as well as any individual teachers and students identified therein and **MUST** include the hashtag #VANSHSCustomCultureContest so as to designate that the Finalist High School is participating in a promotional contest sponsored by Vans so as to advertise/market its products.

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 10 - 14, 2021, 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 1st 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 1st 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.

Finalist High Schools will be notified if it won the Grand Prize or a Finalist Runner-Up Prize (including both Prizes Presented By Vans and Prizes Presented By Journeys; see Rule V below) at the "Final Event" - a livestream event presented by Vans which will broadcast to the public at large. Authorized Representative (and perhaps other official[s] at Finalist High School) will be notified privately by Sponsor whether his/her/their high school won the Grand Prize or a Finalist Runner-Up Prize, subject to the condition that he/she/they maintain such information in strict confidence. For clarity, the preceding confidentiality obligation includes but is not limited to Authorized Representative (and other official[s] at Finalist High School) not communicating to Finalist High School students, their parents/legal guardians, or other persons in any way associated with the Finalist High School the Prize won by the Finalist High School, it being understood and agreed that Vans's intent is to publicly reveal the results of the Contest during the Final Event.

The Final Event will last approximately two (2) hours; the program for the Final Event will be developed by Sponsor in its sole discretion. The Final Event is scheduled for one day in late May 2021 (i.e., between May 15 and May 31, with the precise date to be determined by Sponsor in its sole discretion.) Authorized Representatives of Finalist High Schools will be notified of the precise date of the Final Event at time of Finalist notification.

Authorized Representative (or another official representative of Finalist High School) and a minimum of two (2) students who participated in Finalist High School's Contest Entry must be in attendance at the Final Event.

Final Event may include concert performance(s) by musical artist(s) selected by Vans and other forms of entertainment. Vans may – but is in no way obligated to – interview Authorized Representative (or another official representative) and students from one or more Finalist High Schools and/or include biographical material regarding one or more Finalist High Schools as part of the program for the Final Event. (For clarity, such

interviews may take place live during the Final Event and/or may be pre-recorded, at Vans's sole discretion.)

Authorized Representative (and/or other official representative[s] of Finalist High School) and students (if a student is a minor, his/her/their parent or legal guardian) agree (a) to fully cooperate with Vans and its designees as to participation in any interview(s) [whether live or pre-recorded] and/or the creation of biographical material about the Finalist High School (including its Authorized Representative and/or students); (b) that they will not receive any royalty, payment or other compensation (other than the Finalist High School winning the Grand Prize or Finalist Runner-Up Prize, as the case may be) in conjunction with such cooperation; (c) the inclusion of the interview and biographical material as part of the Final Event shall be subject to the complete creative control of Vans as well as production exigencies of the Final Event (including when during the Final Event that the interview and/or biographical material is broadcast, if at all), with Vans having no liability under any legal theory if the interview and/or biographical material for a given Finalist High School is not aired during the Final Event for any reason; (d) any information regarding the Finalist High School (including Authorized Representative and students him/her/themselves) are truthful; (e) release and hold harmless, Vans from any and all liability arising from the broadcast of the interview and/or biographical material including any interruption, pre-emption or technological malfunction/failure/error in conjunction therewith (or, conversely, the failure to broadcast same); (f) to execute any grant of rights, license and/or other agreements that Vans may require to perfect, record or otherwise memorialize its ownership rights in the content of the Final Event upon Vans's request and without royalty/payment/compensation of any kind (other than the Finalist High School winning the Grand Prize or Finalist Runner-Up Prize, as the case may be).

At all times, attendees must conduct themselves in an appropriate and well-behaved manner during Final Event; for Authorized Representative (or other official[s]) and students at Finalist High School, the preceding includes but is not limited to their participation in any live interviews during the Final Event. Attendees also agree to refrain from recording the Final Event without Vans's prior written approval, which may be granted or withheld in its sole discretion and without liability of any kind. Should a given attendee at Final Event fail to comply with the preceding restrictions (as determined by Sponsor in its sole discretion), such attendee will be ejected from the Final Event (in egregious cases, without warning of any kind); and, should the circumstances warrant (as determined by Sponsor in its sole discretion), the corresponding Finalist High School may be disqualified from the Contest with the Grand Prize and Finalist Runner-Up Prize being forfeited and Sponsor having no liability of any kind to Finalist High School (including its Authorized Representative, other officials and students) under any legal theory.

As between Vans, on the one hand and Finalist High School on the other, Finalist High School will be responsible for making any necessary arrangements at its sole cost/expense for students, Authorized Representative, other officials or other persons associated with Finalist High School to attend Final Event.

V. PRIZES.

A. Prizes Presented By Vans

(i) **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) Twenty (20) Custom Codes, each of which is redeemable for one (1) pair of Vans Customs sneakers (user's choice of Classics, Pro Skate, All Weather or Classic Lites). Custom Code element of Grand Prize will be provided to Authorized Representative for distribution to twenty (20) students who participated in the creation of Grand Prize-winning High School's Contest Entry. VANS IS AWARDING CUSTOM CODES AS A PRIZE WITH THE UNDERSTANDING THAT AUTHORIZED REPRESENTATIVE, ACTING IN A FIDUCIARY CAPACITY, WILL PROVIDE SAME TO STUDENTS AND NOT RETAIN CUSTOM CODE(S) FOR HIS/HER/THEIR OWN BENEFIT. FAILURE OF AUTHORIZED REPRESENTATIVE TO PROVIDE CUSTOM CODE(S) TO STUDENT(S) WITHOUT VANS' AUTHORIZATION BEFOREHAND (BARRING EXTRAORDINARY CIRCUMSTANCES) CONSTITUTES A VIOLATION OF THESE OFFICIAL RULES AS WELL AS A VIOLATION OF VANS' RIGHTS. Should student(s) at Grand Prize winning High School not receive a Custom Code for any reason (including but not limited to if Grand Prize-winning High School had more than twenty [20] students participate in creation of its Contest Entry), Sponsor will have no liability in conjunction therewith, as Authorized Representative will determine in his/her/their sole discretion which students receive a Custom Code.

Custom Code is subject to terms and conditions of use as well as www.vans.com/customs; without limiting the foregoing, Custom Code is not a gift certificate/gift card, must be used within one (1) year and cannot be redeemed in conjunction with any other offer/promotion/coupon/discount. Each Custom Code has an approximate Retail Value of up to \$95. If actual value of corresponding pair of Vans Customs sneakers is less than \$95, student/user will NOT receive the difference in cash or otherwise;

(ii) **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.

(iii) **Bonus Challenge Prize (up to 5, maximum of 1 per Finalist High School) - \$500** Yoobi egift card redeemable on www.yoobi.com for art supplies (see Rule II E 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 donation for multiple Bonus Challenge Prize-winning Finalist High Schools to the same nonprofit entity.

B. Prizes Presented By Journeys: Journeys will award additional prizes to the Finalist Prize winners (i.e., who won Prizes Presented By Vans).

(i) **Grand Prize (1) - twenty (20)** \$50 Journeys e-gift cards to be provided by Genesco Inc. to Authorized Representative of Grand Prize-winning High School.

(ii) **Finalist Runner-Up Prize (up to 4, 1 per Finalist high school which did not win the Grand Prize) - twenty (20)** \$20 Journeys e-gift cards to be provided by Genesco Inc. to Authorized Representative of Finalist Runner-Up Prize-winning High School.

See subsection (b) of Grand Prize description for Prizes Presented By Vans above for restrictions and additional information concerning award of Journeys egift cards. Genesco Inc. expressly disclaims any and all liability to any students who do not receive a Journeys egift card as Authorized Representative will determine in his/her/their sole discretion which students receive a Journeys egift card.

Journeys egift cards are redeemable at *Journeys*, *Journeys Kidz* and *Shi by Journeys* store locations in the United States as well as at www.journeys.com. See Gift Card Terms & Conditions at www.journeys.com for full details regarding Journeys egift cards.

VI. PRIZE CONDITIONS.

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 AND GENESCO INC. (AS APPLICABLE) 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 (see Rule V

above). 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) sole responsibility. No prize transfer except as otherwise expressly specified herein. 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. (The preceding expressly excludes the Prizes Presented By Journeys to the extent that applicable law allows the holder to redeem a gift card for its cash value.)

VII. AMERICANS FOR THE ARTS SCHOLARSHIP & AMBASSADOR OPPORTUNITY

Americans For The Arts, a non-profit entity organized under Section 501(c)(3) of the Internal Revenue Code intends to 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 2021 (i.e., high school seniors) and who actually participated in the creation of the Finalist High School's Contest entry (as confirmed in writing by Authorized Representative of Finalist High School, to the satisfaction of Americans For The Arts) may apply for the scholarship. To apply, eligible students should speak to his/her/their high school's Authorized Representative and complete an application (including a personal statement), portfolio showing their work, as well as any additional information and materials (for example, recommendations from teachers and/or Authorized Representative from his/her/their high school) that Americans For The Arts may require by the specified deadline (projected to be June 15, 2021). If eligible student is a minor, 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.

Americans For The Arts 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. Americans For The Arts further reserves the right to condition issuance of scholarship upon 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.) Americans For The Arts' determination of scholarship recipients is final and binding in all respects.

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

Each scholarship will consist of \$5,000 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, a recipient may use the scholarship to pursue a degree in film studies or fashion design. Scholarship is not redeemable or exchangeable for cash by recipient. Recipient must enroll at Qualifying College for Fall 2021 semester for in-person and/or on-line instruction. Should recipient fail to do so (absent extraordinary circumstances and with the prior approval of Americans For The Arts which may be granted, conditioned or withheld in its sole discretion), Americans For The Arts reserves the right to terminate scholarship without liability or obligation to 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 Americans For The Arts upon its request and without compensation any and all necessary consents and authorizations so as to enable Americans For The Arts 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.

Scholarships are offered solely by Americans For the Arts (and not by Vans or Genesco Inc.); Americans for the Arts is solely responsible for same. Scholarships are not prizes in the Contest.

Students at Finalist High Schools who will graduate AFTER Spring 2021 (i.e., high school students OTHER THAN seniors) and who actually participated in the creation of the Finalist High School's Contest entry (as confirmed in writing by Authorized Representative of Finalist High School, to the satisfaction of Americans For The Arts) may apply for the opportunity to serve as a Custom Culture Youth Ambassador during National Arts in Education Week 2021 (i.e., September 12 – 18, 2021).

To apply, eligible students should speak to his/her/their high school's Authorized Representative and complete an application (including a personal statement), portfolio showing their work, as well as any additional information and materials (for example, recommendations from teachers and/or Authorized Representative from his/her/their high school) that Americans For The Arts may require by the specified deadline (projected to be August 1, 2021). If eligible student is a minor, he/she/they must secure the consent of his/her/their parent or legal guardian before applying for this opportunity. No application fee is required to apply. Full details regarding the application may be obtained from the Finalist High School's Authorized Representative

Americans For The Arts shall determine the Custom Culture Youth Ambassador 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. Americans For The Arts further reserves the right to condition provision of opportunity to be Custom Culture Youth Ambassador upon eligible student participating in interview(s) with one or more of its Representatives. Americans For The Arts's selection of Custom Culture Youth Ambassadors is final and binding in all respects.

In the unlikely event that no eligible students at a given Finalist High School apply for the opportunity to be Custom Culture Youth Ambassador or, alternatively, if Americans For The Arts determines in its sole discretion that none of the eligible students at a given Finalist High School who DO apply are a suitable/appropriate candidates for the role of Custom Culture Youth Ambassador, Americans For The Arts may refrain from naming a Custom Culture Youth Ambassador for that Finalist High School; and, in such event, Americans For The Arts will have no obligation or liability relative to same under any legal theory.

Americans For the Arts will offer the opportunity to be a Custom Culture Youth Ambassador in consultation with Vans; however, at all times, Americans for the Arts will be solely responsible for same. (For clarity, Genesco Inc. is in no way involved with the Custom Culture Youth Ambassador initiative. The opportunity to be a Custom Culture Youth Ambassador is not a prize in the Contest.

In exchange for \$1,000, as good and valuable consideration, the receipt and sufficiency of which is acknowledged, selected student at Finalist High School (his/her/their parent or legal guardian if such student is a minor in his/her/their jurisdiction of residence) agrees to perform the following functions as a Custom Culture Youth Ambassador:

- (a) Create a blog post, personal statement and a video testimonial concerning his/her/their experience in participating in the Contest as well as discussing the importance of arts education, all of which may be posted on the official website of National Arts In Education Week 2021; AND
- (b) Participate in a virtual, on-line “chat session” as directed by Americans For The Arts.

Custom Culture Youth Ambassador is NOT an employee of Vans or Americans For The Arts.

Custom Culture Youth Ambassador will NOT receive any royalty, commission or other compensation of any kind (other than the aforementioned \$1,000) in conjunction with his/her/their execution of the foregoing functions. In addition, any costs incurred by Custom Culture Youth Ambassador in executing such functions are solely his/her/their responsibility.

Custom Culture Youth Ambassador (his/her/their parent or legal guardian if Ambassador is a minor in his/her/their jurisdiction of residence) further grants to Vans and Americans For the Arts the right to print, publish, broadcast and use the Ambassador’s name, portrait, picture, voice, likeness and biographical information in the manner set forth above for advertising, trade and promotional purposes without compensation other than the aforementioned \$1,000, and without review, approval or further notice, with the understanding that Vans and Americans For The Arts shall not

have any liability under any legal theory should they elect NOT to make any use of the foregoing rights for any reason.

Custom Culture Youth Ambassador (his/her/their parent or legal guardian if Ambassador is a minor in his/her/their jurisdiction of residence) further understands and agrees that, as between him/her/themselves on the one hand, and Vans and Americans For The Arts on the other, Vans and Americans For The Arts will have complete creative control as to any materials created by Custom Culture Youth Ambassador. Without limitation, all such materials will be subject to approval by Vans and Americans For The Arts in their sole discretion prior to publication by Custom Culture Youth Ambassador, with the understanding that Vans and Americans For The Arts shall not have any liability under any legal theory should they elect NOT to publish any materials created by Custom Culture Youth Ambassador for any reason.

Custom Culture Youth Ambassador (his/her/their parent or legal guardian if Ambassador is a minor in his/her/their jurisdiction of residence) further agrees that Ambassador will conduct him/her/themselves at all times in an appropriate, well-behaved and respectful manner as well as following all instructions of Vans and Americans For The Arts as to his/her/their participation in the “chat session.” Failure to do so may result in withholding of the \$1,000 payment, as well as possibly other sanctions.

All approved posts by Custom Culture Youth Ambassador must include the prescribed hashtag indicating to the public that Ambassador has been compensated by Vans and Americans For The Arts in conjunction with posting such material. Failure to do so may result in withholding of the \$1,000 payment as well as possibly other sanctions.

VIII. 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) agrees to abide by and be bound by these Official Rules and the decisions of Vans, Americans For The Arts, 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) will be required to sign and return an affidavit of eligibility, a liability release and a publicity release (where legal) within time designated in Finalist Prize notification (as per Rule IVC), **which may be as short as one (1) day.** Failure to comply with this requirement or if prize notification is returned as undeliverable will result in forfeiture of Finalist Prize (including consideration of high school for possible receipt of Grand Prize in lieu Finalist Runner-Up Prize, virtual lesson from Vans Custom Culture artist(s), Bonus Challenge Prize (if applicable), as well as availability of scholarship offer from Americans For The Arts and Custom Culture Youth Ambassador opportunity for one (1) of high school’s students.

In all cases herein, 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) understands and agrees that an electronic affirmation or same legally binding effect as a hand-signed document. Notwithstanding the foregoing, Vans reserves the right to condition acceptance of application and Contest participation and Vans, Americans For The Arts and/or Genesco Inc. reserve the right to condition prize award, as applicable, upon Authorized Representative submitting an actual hand- signed document so as to confirm authenticity of an electronic affirmation or signature or facsimile signature.

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) releases and agrees to hold harmless Vans, a division of VF Outdoor, LLC, Genesco Inc., Americans for the Arts, Yoobi, LLC, and (as applicable) their respective parent companies, affiliates, subsidiaries, promotion/marketing/public relations agencies, prize suppliers (including but not limited to musical artist[s] at Final Event and Vans Custom Culture artist[s] offering virtual lesson to Finalist High Schools, 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 prizes. 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), the implementation of the public voting phase of the 2nd round judging of the Contest, and any conversion/theft by Authorized Representative of prize components intended for students at Finalist High School. By accepting prizes, where permitted by law, Authorized Representative (on behalf of him/herself and high school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors) grants Vans and its designees (including Genesco Inc.) 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 Finalist High School during the Final Event as per Rule IV E above.

IX. LIMITATIONS OF LIABILITY.

Participation is subject to the Privacy Statement of 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 2nd 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 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 and determine the Grand Prize winner from amongst such Finalist Prize-winning high schools 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, Genesco Inc. will utilize such Finalist prize-winning high schools for purposes of awarding Prizes Presented By Journeys and Americans For The Arts will utilize such Finalist prize-

winning high schools for purposes of awarding the scholarships and Custom Culture Youth Ambassador opportunity.)

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 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.

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, 2021), 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 with 2021 WINNING HIGH SCHOOLS in the subject line; e-mail must be received by 5:00:00 p.m. PT on June 15, 2021. 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.

