

## VANS MUSICIANS WANTED CONTEST

**VF (J) FRANCE SAS** 31-33 rue du Louvre 75002, PARIS, France VAT FR 78353238520 (the "**Sponsor**") in co-ordination with VF International SAGL whose registered office is in Via Laveggio 5- 6855 Stabio, Switzerland - VAT CHE-111.650.898 is organizing a contest for musicians (the "**Contest**").

Entry into the Contest is free and no purchase is necessary.

By entering into the Contest, entrants will be deemed to have agreed to be bound by these terms and conditions (the "**Contest Rules**").

### 1. Contest Schedule.

Contest Period	Start Date	End Date
Tease	30 June 2021	
Entry Submission	7 July, 2021 @ 00:00:01	23 July, 2021 @ 23:59:59
Initial Round of Judging/Selection & Notification of Potential Finalists	26 July, 2021 @ 9:00:01	09 August, 2021 @ 9:00:01
Notification of top 5 & Coordinate promotional assets	09 August, 2021	13 August, 2021 @ 23:59:59
Announcement of top 5	8 September 2021	15 September 2021
Virtual Concert Air Date and Announcement of Grand Prize Winner	22 September , 2021, (Concert Finale)	

(Sponsor reserves the right to re-schedule and postpone one or more of the above dates by posting notice to such effect on the Contest Website as defined in Rule 3 below. Such scheduling changes may include one or both rounds of judging as well as the virtual concert air date).

Sponsor's computer is the official clock for the Contest.

**Other countries or regions outside the eligible European countries will offer their own versions of the Contest. Each country's/region's version of the Contest is completely independent of the Contest offered by other countries/regions. Each Contest will have its own separate prizes in accordance with its own Contest Rules even though the Final Performance Round Concert for this Contest and other Contests' Final Performance Round Concerts may be accessible to on-line visitors regardless of country of residence.**

### 2. Contest Eligibility.

The Contest is open only to legal residents of the following European countries: Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Poland, Portugal, Spain, Sweden, Switzerland and UK who are 18 years of age or older hereafter known as "**entrants**".

The following persons are **NOT** eligible to enter the Contest:

(A) Employees, officers and directors of the Sponsor, its parent, affiliates, subsidiaries, divisions, related companies, and agencies or of any record label or music streaming service provider;

- (B) Persons who are parties to a recording contract with a record label or have in excess of five thousand (5,000) followers or likes on the Facebook, Twitter or Instagram social media platforms;
- (C) Persons who competed in a talent show or competition which was broadcast/streamed to a national or international audience and either won a prize or was selected as a finalist in such talent show/competition;
- (D) Persons who are professional musicians and where their income is predominantly made through their job as a professional musician;
- (E) Any member of the immediate family (parent, child, sibling, spouse) of any person in category (a) regardless of where they live;
- (F) Any member of the same household of any person in category (a), whether related or not; and
- (G) Previous winners / finalists of Vans Musicians Wanted contests

### **3. How To Enter.**

- (A) Entrant should visit the contest website <https://www.vans.at/musicianswanted.html> (“**Contest Website**”).

Following the instructions on the Contest Website; entrants should complete the “Musician Introduction” portion of the entry form, with all required contact information, including their first and last name, country of residence, their e-mail address, Instagram handle (if any), whether they are entering the Contest as a Solo Artist or as a Band (as well as their stage name or the Band’s name, if and as appropriate).

- (1) Then, complete the “Biography” portion of the entry form, entrant/entrants Band’s genre of music, the names of two (2) different original songs created by entrant/entrants Band and, finally, upload a video showing entrant/entrants Band performing both of the original songs, upload an image of entrant/entrants Band and fill in any social handles entrant/entrants Band own. The original songs, complemented by the Biography portions on the Contest Website.
- (2) If any content in the Biography portions of the entry form are in any other language, please provide an English translation of the same.

- (B) If an entrant is a band:

- (1) THE INDIVIDUAL SUBMITTING THE CONTEST ENTRY ON BEHALF OF THE BAND (“BAND LEADER”)\*\* REPRESENTS AND WARRANTS THAT: (i) HE/SHE/THEY HAS FULL AUTHORITY TO ACT AS THE SOLE AND EXCLUSIVE REPRESENTATIVE OF THE BAND FOR PURPOSES OF ITS PARTICIPATION IN THE CONTEST; AND (ii) HE/SHE/THEY FURNISHED ALL OTHER BAND MEMBERS WITH A COPY OF THESE CONTEST RULES FOR THEIR REVIEW PRIOR TO CONTEST ENTRY.
- (2) the name of each Band member (as well as the Band Leader) and the instrument(s) played by such Band members (as the well as the Band Leader) on each of the original songs serving as the Band’s entry must be indicated on the entry form as prompted; and
- (3) Band members (including the Band Leader) cannot belong to more than one (1) Band nor can they enter both as a Solo Artist and as a Band member regardless of whether a Band Member/Band Leader performs on one (1) or both of a Band’s songs.

In submitting a video performance of the songs as an entry, entrant (if a band, the Band Leader on behalf of him/her/themselves and the other members of the Band) represents and warrants that, to the best of his/her/their knowledge and belief both of the songs are solely his/her/their original work product and have NOT been copied – in whole or in part – from any other song, story, poem or other literary or artistic work. Without in any way limiting the foregoing, cover versions/re-makes of other musicians’ songs and/or sampling of any aspect of other musicians’ songs (including but not limited to lyrics) are NOT permitted and will result in automatic disqualification

IN ENTERING, ENTRANTS ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND AND AGREE TO THESE CONTEST RULES.

DO NOT PARTICIPATE IN THE CONTEST WITHOUT FIRST REVIEWING THESE CONTEST RULES.

#### 4. **Entry Restrictions.**

- (A) **By participating in the Contest, entrant (if a Band, the Band Leader on behalf of him/her/themselves and the other members of the Band) agrees to these Contest Rules as well as the decisions of all judges which are final and binding in all respects and not subject to appeal.**
- (B) The video including the original songs must not exceed five (5) minutes per song in length, for a total run time of ten (10) minutes. A brief introduction of the Solo Artist or band (as applicable) is permitted (although not required), with the understanding that it shall count toward the time limit. The video must include a pause/break of at least thirty (30) seconds between the two (2) songs, with the understanding that it shall count toward the time limit. An introduction of the second song may be included during the pause/break.
- (C) The video should ONLY show the entrant (if entrant is a Band, the Band Leader and other Band members) performing the original songs with the sole exception of subtitles if the song(s) is/are not in English. DO NOT SUBMIT A "MUSIC VIDEO" WITH IMAGES, GRAPHICS, COMMENTARY OTHER THAN THE SOLO ARTIST'S/BAND'S PERFORMANCE OF THE ORIGINAL SONGS. SPONSOR IS ONLY LOOKING FOR VIDEO DOCUMENTATION ENTRANT/ENTRANS BAND'S PERFORMANCE OF THE ORIGINAL SONGS, NOT AN ARTISTIC STATEMENT VIA THE VIDEO.
- (D) The video must comply with all technological specifications set forth on the Contest Website. While Solo Artist/Band Leader should strive to achieve the best sound for the song, Solo Artist/Ban Leader is expressly cautioned not to overly rely on equalization ("EQ") and/or compression in producing the song.
- (E) Contest entry must be received by the end of the Contest entry period; i.e., 23 July, 2021 at 23:59:59. All elements of Contest entry must be submitted concurrently. Partial or piecemeal entries are NOT allowed.
- (F) **There is a limit of one (1) entry (including a video comprised of the performance of two [2] songs) per Solo Artist/Band. Violation of the entry limit will result in only the initial entry being accepted; however, should Sponsor determine in its sole discretion that violation of the entry limit is repeated, egregious or blatant, ALL entries by that Solo Artist/Band will be declared void and the Solo Artist/Band will be disqualified from the Contest. (For the avoidance of doubt, if a Band is disqualified, both the Band Leader and all members of the Band (whether he/she/they performed on one [1] or both songs) cannot participate in the Contest either as a Solo Artist or as the member of [another] Band. Such behavior also constitutes tampering as per Rule 11 below.**
- (G) Receipt of an entry will be acknowledge by Sponsor. Any such acknowledgment shall not constitute any representation as to Contest eligibility, notice of selection of Solo Artist/Band as a potential Finalist, nor is it otherwise binding upon Sponsor.
- (H) Proof of submission of entry does not constitute proof of receipt of same or proof of entry in the Contest.
- (I) Once submitted, an entry cannot be modified, amended or supplemented. **Solo Artist/Band Leader should make sure that he/she/they are completely satisfied with the video/songs (as well as other components of the entry form) before submitting it as an entry in the Contest.**
- (J) **If Solo Artist/Band Leader uses a mobile device to submit his/her/their Contest entry, standard message and data rates and/or wireless Internet access charges may apply.** Owner/registered user of mobile device (be it Solo Artist/Band Leader or a third party) may be charged by his/her/their wireless carrier in conjunction with Contest entry. The wireless carrier's pricing plan should be reviewed BEFORE participating in the Contest by using a mobile device.

#### 5. **Additional Entry Restrictions – Content**

Entry will be declared void and will not be accepted if Sponsor determines in its sole discretion that the songs and/or any accompanying materials (including but not limited to video) do not fully comply with the following requirements, as applicable:

- (A) Includes material that may infringe the trademark or copyright or other intellectual property rights of someone else;
- (B) Includes a name or nickname or symbol or image associated with another person (living or dead) unless you have that person's consent;
- (C) Includes material that may be or may contain images that in Sponsor's sole discretion are found to be insulting, abusive, inciting violence, threatening, intimidating, obscene, inflammatory, sexually explicit, profane, offensive, harassing, derogatory, degrading, defamatory, harmful, discriminatory or unlawful or invasive of another's privacy;
- (D) Song(s) and/or video includes any performers who are un-credited (including, for entry by a Band, members of a Band who are not listed on the entry form submitted by the Band Leader);
- (E) Includes music, lyrics, or other content that has been previously published including but not limited to publication/broadcast on the Internet or social media (other than by the Solo Artist / Band itself); or
- (F) Includes music, lyrics, or other content that disparages or damages the goodwill and/or business reputation of Sponsor, its brand or its affiliates; or defames, insults or slanders Headliner.

Sponsor in its sole discretion may condition selection of an entrant as a finalist and/or the award of prize upon the entrant providing adequate proof of such consent(s), upon Sponsor's request and without compensation.

#### **6. Grant of Rights in Contest Entry**

In exchange for the opportunity to enter Contest, as good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- (A) Solo Artist/Band leader (Band Leader acting for him/her/themselves and on behalf of the Band) grants to Sponsor and its designees the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicenseable right and license to use, perform, exhibit, reproduce and/or otherwise exploit his/her/their entry (that is, the video and performance of the songs therein) and if verified as a Finalist his/her/their performance in the Final Performance Round Concert, in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to such Solo Artist/Band Leader (except for Finalist Prize, in the case of verified Finalist);
- (B) Solo Artist/Band Leader (Band Leader acting for him/her/themselves and on behalf of the Band) grants to Sponsor and its agencies permission to use and store any and all personal information in conjunction with the entry consistent with Sponsor's applicable Privacy Statement, without further notice or any compensation;
- (C) Solo Artist/Band Leader (Band Leader acting for him/her/themselves and on behalf of the Band) further
  - (1) waives any "Moral Rights of Authors" or similar natural rights of ownership that entrant may have in the entry and if verified as a Finalist his/her/their performance in the Final Performance Round Concert; and
  - (2) agrees, upon Sponsor's request and without compensation of any kind (except for Finalist Prize, in the case of verified Finalist), to execute any additional documents so as to effect, record or perfect the grant of rights contemplated by this Rule of these Contest Rules; and, in the case of Band Leader, to use best efforts to assist Sponsor in securing the execution of such additional documents by the other members of the Band.
- (D) Solo Artist/Band Leader (Band Leader acting for him/her/themselves and on behalf of the Band) further understands and agrees that:

- (1) Sponsor as well as other members of the judging panels (including Headliner) have wide access to ideas, stories, designs and other literary/artistic materials submitted to each of them from outside sources or being developed by them internally and that such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) the entry and that Sponsor and other members of judging panels (including Headliner) shall have no liability to Solo Artist/Band Leader (if entrant is a Band, any member of the Band) or any third party in conjunction therewith; and
- (2) Sponsor and other members of the judging panels (including Headliner) do not have any duty of confidentiality or other fiduciary duty to Solo Artist/Band Leader (if entrant is a Band, or any other members of the Band) relative to the entry.

For details regarding the collection/use/sharing of your personal information in conjunction with Contest participation, please review the Sponsor's Privacy Statement applicable to persons in your country of residence at <https://www.vans.at/help/privacy-full.html>

## **7. Determination of finalists & Winner**

### **(A) Initial Round of Judging:**

- (1) All eligible entries will be evaluated by an initial judging panel comprised of Vans representatives including musicians and music industry professionals.
- (2) The entries with the five (5) highest scores will advance to the Final Performance Round of Judging subject to verification of eligibility. However, Sponsor reserves the right to advance fewer than five (5) entries to the Final Performance Round of Judging if Sponsor determines in its sole discretion that an insufficient number of eligible and qualified entries have been received; and, in such instance, Sponsor shall not have any liability.

### **(B) Notification & Verification of Potential Finalists:**

- (1)** Potential Finalists (i.e., Solo Artist or Band Leader, as the case may be) will be notified by e-mail. If potential Finalist is a Solo Artist, he/she/they must complete, sign and return an Entrant Declaration of Eligibility, Liability Release and a Publicity Release (where legal). If potential Finalist is a Band, the Band Leader must complete, sign and return an Entrant Declaration of Eligibility, Liability Release and a Publicity Release (where legal) and each member of the Band must complete, sign and return a Band Member Declaration of Eligibility, Liability Release and a Publicity Release (where legal). **The Entrant Declaration and Band Member Declarations (if and as appropriate) must be returned within two (2) days of date of notification** (or such shorter amount of time as indicated thereon).
- (2)** Sponsor reserves the right to verify an entrant as a Finalist upon the results of background checks on Solo Artist/Band Leader/Band members. Should Sponsor determine in its sole discretion that the background check reveals criminal, immoral or other conduct, which adversely affects the goodwill and/or business reputation of Sponsor, its brand or its affiliates, or defames, insults or slanders Headliner, such entrant will be disqualified without compensation of any kind. In addition, should Solo Artist/Band Leader/all other Band members fail to consent to the conduct of the background check or fail to cooperate with same, such entrant will be disqualified without compensation of any kind. In the event of disqualification, the Finalist Prize and opportunity to possibly win the Grand Prize will be forfeited and an alternate potential Finalist may be selected as set forth above (time permitting).
- (3)** In the event of noncompliance with the requirement(s) set forth in subsection (1) above; if potential Finalist (i.e., Solo Artist or Band Leader, as the case may be) cannot be contacted by

Sponsor for any reason (including e-mail being classified as "SPAM" or "junk"); or, if potential Finalist (for Band, the Band Leader or any member of Band) is determined by Sponsor to be ineligible or otherwise in violation of these Official Rules, such potential Finalist will be disqualified, the Finalist Prize and opportunity to possibly win the Grand Prize will be forfeited without compensation and an alternate potential Finalist may be selected as set forth above (time permitting).

**(C) Final Performance Round:**

- (1) Each verified Finalist must submit a second, different video of their performance of two (2) original songs, only one of which may have been used as the verified Finalist's Contest entry, "Finalist Performance Round Video." (For the avoidance of doubt, the Final Performance Round Video cannot include excerpts of verified Finalist's performance of one [1] of its songs from the verified Finalist's Contest entry). If verified Finalist is a Band, only Band members who performed on one (1) or both songs in the verified Finalist's Contest Entry may perform in the verified Finalist's Final Performance Video.
- (2) The restrictions set forth above as to Contest Entries apply to Finalist Performance Round Videos, including Rules 4 (as applicable, and specifically including Rules 4B, 4C and 4D), 5 and 6. Should a Finalist Performance Round Video exceed the ten (10) minute time limit, all content following the ten (10) minute mark will be deleted from the video prior to broadcasting same as part of the Final Performance Round Concert. Time will be kept by Sponsor.
- (3) Sponsor will incorporate all verified Finalists' Finalist Performance Round Videos into a Final Performance Round Concert an online event offered via [vans.com/musicians wanted](https://vans.com/musicians-wanted), which is scheduled to be broadcast on 22 September 2021. The actual date and time of the Final Performance Round Concert is subject to production exigencies and will be determined by Sponsor in its sole discretion. Verified Finalists (Solo Artists/Band Leaders) will be advised on actual time and date of Final Performance Round Concert when available. Notwithstanding the foregoing, Sponsor reserves the right in its sole discretion to postpone or even cancel altogether the Final Performance Round Concert by providing notice of it to verified Finalists. Should the Final Performance Round Concert be postponed, Sponsor shall not have any liability beyond broadcasting the Final Performance Round Concert on such re-scheduled date and time as determined in its sole discretion; should the Final Performance Round Concert be cancelled altogether, Sponsor's liability shall be limited to privately reviewing the Finalist Performance Round Videos and thereby selecting the Grand Prize winner.
- (4) The order of showing verified Finalists' Finalist Performance Videos during the Final Performance Round Concert will be determined by Sponsor at random. Prior to broadcast of each verified Finalist's Final Performance Video, Sponsor will show a short biographical statement provided by verified Finalist in the Entrant Declaration of Eligibility, Liability Release and a Publicity Release (where legal)
- (5) Verified Finalist (Solo Artist or Band Leader; Band Leader acting for him/her/themselves and on behalf of the Band) understands and agrees that (a) the verified Finalist's Final Performance Video as broadcast during the Final Performance Round Concert may differ from the content submitted by that verified Finalist due to technological, programming, electronic or other limitations, malfunctions or failures as well as irregularities, defects and exigencies affecting the production and/or broadcast of the Final Performance Round Concert and releases and agrees to hold harmless Sponsor from any and all liability in conjunction therewith; and (b) the broadcast of the verified Finalist's Final Performance Video will be attributed to the verified Finalist as identified on his/her/their Contest entry. .
- (6) The verified Finalist whose performance in the Final Performance Round Concert has the highest score is the Grand Prize Winner.



- (7) The performance of verified Finalists in the Final Performance Round Concert will be evaluated by a judging panel comprised of Vans representatives and Headliner (subject to their availability; if Headliner is not available for any reason, Sponsor's liability will be limited to replacement of Headliner with another musician as determined by Sponsor in its sole discretion).
- (8) The Grand Prize Winner will be announced at the conclusion of the Final Performance Round Concert.

**(D) Judging Procedure:**

- (1) In both rounds of judging, eligible entries/verified Finalists' performances will be evaluated based on the following criteria:
  - (a) Entry/performance fits within Vans' company ethos and brand culture [40%];
  - (b) Originality, including spirit and creative expression [20%];
  - (c) Stage presence and energy [20%]; and
  - (d) Technical merit, including lyricism, instrumentation, production values of video/songs [20%].

In the unlikely event of a tie, the tie will be broken based on the evaluation of an additional, supplementary member of the applicable judging panel.

The order of the results of both rounds of the judging is confidential and property of Sponsor and will not be released to entrants/verified Finalists or other members of the public.

**8. Prizes.**

- (A) **Finalist Prize (5)** – premium membership to Tunecore, a music distribution service; inclusion of songs on Vans "Next Era" playlists on Spotify and Apple Music; inclusion of songs in the Go Big! Entertainment library for Vans; €1.000 [Euro] Vans gift card (redeemable at Vans-owned retail stores and at official Vans website for Finalist's country of residence Vans gift cards are subject to terms and conditions of use; without limiting the foregoing, Vans gift cards do not expire and are not subject to dormancy or other fees of any kind); (1) music prize pack.  
Total Approximate Retail Value of Finalist Prize: €1.500(Euro).

- (B) **Grand Prize (1)** – a trip for the winner to perform with Headliner in a concert at a "to be determined" House of Vans AMERICAS location. Trip consists of roundtrip coach air travel from major commercial (or international, as applicable) airport nearest the winner's residence (if winner is a Band, the residence of the Band Leader), standard hotel accommodations for 2 days/2 nights, "meet and greet opportunity" with Headliner. Grand Prize also includes Vans/Spotify "Audio Drop" (i.e., featuring the winner band and/or the winner Band's songs in audio ads on Spotify) and (1) Vans Musicians Wanted instrument.  
Total Approximate Retail Value of Grand Prize: €2.500 (Euro) (Should actual value of Grand Prize be less than such amount, the difference will not be awarded).

The following are excluded from the first prize:

- (1) transfers between the winner's home address and the nearest train station\airport to the location where the experience takes place and back;
- (2) personal expenditure or any additional costs; and
- (3) anything not explicitly mentioned above.

## **9. Prize Restrictions.**

### **(A) Finalist Prizes:**

All prize components (other than €1.000 Vans gift card) are subject to the terms and conditions of the respective third-party prize supplier. With regard to inclusion of songs on Vans "Next Era" playlists on Spotify and Apple Music as well as inclusion in the Go Big! Entertainment library for Vans, Sponsor will have complete creative control of the inclusion of songs as per the terms and conditions of the applicable platform. By way of illustration only, Sponsor will determine the duration of inclusion of songs as well as prominence of songs within the Vans "Next Era" playlist and library.

### **(B) Grand Prize: COVID-19/Coronavirus**

Grand Prize Winner (if a Band, Band Leader and all Band members taking the Grand Prize trip), each understand and agree that travel is inherently dangerous due to the COVID-19/Coronavirus epidemic/pandemic which is a highly contagious. Fully permitted by law, each of the foregoing assumes all risks of illness or injury, which may arise directly or indirectly, in whole or in part, from prize travel. Without limitation, winner expressly acknowledge that, notwithstanding the safety precautions taken by air carrier, hotel property, concert and other venues, and other providers of travel-related services, it is possible that he/she/they may still contract COVID-19/Coronavirus and/or infect others even if he/she/they are asymptomatic. Additionally, winner understand and agree that, in response to economic and/or social conditions engendered by COVID-19/Coronavirus, Sponsor may be compelled to modify, postpone or even cancel outright the Grand Prize trip perhaps with little (if any) advanced notice. Winner further understand and agree that Sponsor has not obtained any travel or other insurance for them relative to the Grand Prize trip. In all cases, winner release and agree to hold harmless Sponsor, the management and representation of Headliner (and, to the extent applicable, Headliner personally) (as well as the other Released Entities enumerated in Rule 10 below) from any and all liability which may arise directly or indirectly, in whole or in part, from prize travel; and, in no event, shall Sponsor, the management and representation of Headliner (and, to the extent applicable, Headliner personally) (as well as the other Released Entities enumerated in Rule 10 below) have any liability to winner in excess of the above-indicated ARV of the Grand Prize trip, with Sponsor, the management and representation of Headliner (and, to the extent applicable, Headliner personally) (as well as the other Released Entities) not having any liability whatsoever to any guest.

### **(C) Grand Prize: Additional Restrictions**

- (1)** Grand Prize winner will also receive a Finalist Prize.
- (2)** Grand Prize trip is to subject to availability (for reasons including but not limited to those set forth in subsection B above) and other restrictions. Sponsor shall determine airports and hotel in its sole discretion.
- (3)** Valid photo identification is required for prize travel. To the extent that international travel is required, Grand Prize winner will be solely responsible for obtaining all necessary travel documents (e.g., passport) and for any necessary or advisable medical and safety precautions in conjunction with international travel.
- (4)** Grand Prize trip must be taken on dates confirmed by Sponsor to attend concert, which may be provided to Grand Prize winner with as little as 30 days' advanced notice. Similarly, the location of the concert may be provided to Grand Prize winner with as little as 30 days' advanced notice. (The date and location of the Grand Prize trip is subject to modification and possible cancellation as per subsection B above). Subject to the preceding caveats, Sponsor will endeavor to provide Grand Prize winner with reasonable advanced notice of the date and location of the Grand Prize trip for planning purposes; and, any projected date and location of the Grand Prize trip provided to Grand Prize winner is subject to



modification by Sponsor without liability of any kind. If Grand Prize winner is a Band, Band Leader and at least fifty percent (50%) of the remaining Band members must be available to attend concert on prescribed date. If Grand Prize winner is not available for concert, Grand Prize will be forfeited and an alternate winner may be selected from among the remaining verified Finalists' Finalist Performance Round Videos, time permitting.

(5) For the avoidance of doubt, he/she/they will not be allowed to have a guest accompany him/her/them on Grand Prize trip.

- (6) Should Grand Prize trip include more than one (1) traveler (including Band Grand Prize winner), all such persons must travel together on the same itinerary as set by Sponsor in its sole discretion.
- (7) Winner (if a Band, all Band members taking the Grand Prize trip), must at all times act in an appropriate, well-behaved and respectful manner during the Grand Prize trip, including but not limited to the performance and "meet-and-greet" opportunity with Headliner (see also subsection [8] below). Failure to do so will result in immediate termination of Grand Prize trip for winner (if a Band, the specific persons determined by Sponsor to be acting improperly, with the understanding that the Grand Prize trip may be cancelled altogether if the acts of specific persons are determined to be egregious enough by Sponsor or if, for Band Grand Prize winner a significant number of persons are engaged in such behavior, again as determined by Sponsor in its sole discretion); and, Sponsor shall have no further liability to such person(s) [whether or not he/she/they personally engaged in such behavior], possibly requiring return of the Finalist Prize previously awarded to Grand Prize winner, as well as to seeking legal remedies from one or more of such person(s).
- (8) Performance with Headliner is subject to their availability, production exigencies and other restrictions. During meet-and-greet opportunity, Headliner may not autograph items or pose for photographs with Grand Prize winner; moreover, for Band Grand Prize winner, Headliner may autograph items/post for photographs with some – but not all – Band members. Performance will be under the creative control of Headliner, without review, approval or notice of any kind to Grand Prize winner (for Band Grand Prize winner, Band Leader or Band members); and, Grand Prize winner (for Band Grand Prize winner, Band Leader or Band members) will not receive any royalty or other compensation of any kind for performance other than the remaining elements of the Grand Prize and the Finalist Prize. Without limiting the foregoing, Sponsor makes no representation that performance will last for a certain amount of time. Grand Prize Winner may be credited with performance but such attribution is not guaranteed and, if provided, the form, content and all other aspects of such attribution shall be determined by Headliner in their sole discretion. Award of performance may also be conditioned upon Grand Prize winner (for Band Grand Prize winner, Band Leader or Band members) signing additional waivers and releases furnished by Headliner.
- (9) If Grand Prize winner's residence (if winner is a Band, the residence of the Band Leader) is within 250 km of the 'Share The Stage' location, Grand Prize winner will receive ground transportation instead of air travel; and, Grand Prize winner will not receive any substitute prize or compensation in conjunction with such substitution.
- (10) If winner is a Solo Artist or a Band with fewer than five (5) Band members in total or a Band with five (5) Band members in total with only three (3) or four (4) Band members taking the Grand Prize trip, Grand Prize winner will not receive any substitute prize or compensation of any kind.

**(D) For Both Finalist Prize and Grand Prize:**

- (1) If winner is a Band, Sponsor will have fulfilled its obligation by awarding the Finalist Prize and Grand Prize (if appropriate) to Band Leader. (As per subsection 7, Band Leader understands and agrees that he/she/they may be taxed on the value of the Finalist Prize or the aggregate value of the Finalist Prize and the Grand Prize [as the case may be]). Sponsor disclaims all liability as

- to Band Leader failing to share prize elements and/or information related to prizing with Band members; and, in such case, the sole recourse of Band members is against Band Leader.
- (2) No prize substitution permitted except by Sponsor due to unavailability of prize for any reason and only then for prize of equal or greater value.
  - (3) Prizes are not transferable and must be accepted as awarded.
  - (4) Prizes are not redeemable or exchangeable for cash or credit (with the sole exception of prize elements, which are gift cards and only where such cash redemption is required by applicable law).
  - (5) Unspecified expenses in conjunction with acceptance and use of prize(s) are the winner's sole responsibility; if winner is a Band, including all Band members. For Grand Prize, the preceding includes all unspecified expenses in conjunction with prize travel to Grand Prize location.
  - (6) All taxes on value of prize(s) are the winner's sole responsibility. Band Leader understands and agrees that if Band is not a legal entity, then the prize(s) awarded to Band in this Contest will be treated as personal income to Band Leader.

#### 10. Releases.

- (A) Where legal, by accepting prize(s), winner (if a Band, the Band Leader on behalf of him/her/themselves and the other members of the Band to the fullest extent permissible) agrees to the use of their name, likeness, photo, voice, biographical information, image and other indicia of his/her persona/identity by Sponsor and its designees in perpetuity for advertising/publicity/trade purposes without further compensation or notice. If a Band, Band Leader further agrees, upon Sponsor's request and without further compensation, to use commercially reasonable efforts to secure a similar grant of rights from all Band members.
- (B) By participating in the Contest, entrant (if a Band, the Band Leader on behalf of him/her/themselves and the other members of the Band to the fullest extent permissible) releases and agrees to hold harmless Sponsor, its parent, affiliates, divisions, related companies and subsidiaries, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations, the management and representation of Headliner (and, to the extent applicable, Headliner personally) as well as Facebook, Inc./Instagram and Twitter, Inc., from any and all liability arising from participation in the Contest or acceptance, possession, receipt or use/misuse of prize(s). The preceding *includes* but is not limited to damage to mobile device/computer (or information/data stored thereon) used by entrant to participate in the Contest as well as any claim of violation of copyright or other intellectual property interests in songs which entrant advised Sponsor were his/her/their original work.

#### 11. Conditions of Participation.

- (A) Sponsor and its agencies are not responsible for entries that are late, lost, incomplete, inaccessible/blocked, corrupted, misdirected, delayed or damaged, regardless of cause, all of which are void; for technological, programming, electronic, or other error/malfunction/failure of any kind which interferes with the advertising/offering of the Contest in any respect (including, but not limited to, accessibility and/or availability of Contest Website or the production or broadcast of the Final Performance Round Concert).
- (B) In the event of any inconsistency between the English language version of these Contest Rules and any other translation of the same, the English language version will prevail, govern and control in all respects.
- (C) Sponsor's failure to enforce any provision of these Contest Rules in a given instance shall not constitute the waiver of such provision.
- (D) This Promotion is in no way sponsored, endorsed or administered by, or otherwise associated with, Facebook, Instagram or Twitter.
- (E) TAMPERING WITH THE CONTEST AS WELL AS INTERFERING WITH THE INTENDED OPERATION OF

THE CONTEST OR SEEKING TO DEFRAUD SPONSOR IN CONJUNCTION WITH THE CONTEST (INCLUDING BUT NOT LIMITED TO ANY MISSTATEMENT OR MISREPRESENTATION AS TO THE ORIGINALITY OF ANY SONG PERFORMED BY ENTRANT OR VERIFIED FINALIST) WILL RESULT IN DISQUALIFICATION, IF APPLICABLE; AND, SPONSOR MAY PROHIBIT ANY PERSON DETERMINED TO BE ENGAGED IN SUCH ACTIVITIES FROM PARTICIPATION IN FUTURE SWEEPSTAKES OR CONTESTS SPONSORED BY VANS, AND/OR PURSUE LEGAL SANCTIONS AGAINST SUCH PERSON.

**12. Force Majeure.**

If Sponsor determines in its sole discretion that the Contest – in whole or in part – is delayed, prevented, made inadvisable or illegal or cannot be conducted as originally planned due to any cause beyond its control, including without limitation war, invasion, act of foreign or domestic enemy, terrorist threats or acts, hostilities, civil disorder, war or rebellion (whether war be declared or not), shortage of adequate power, computer virus/bug, tampering, fraud, natural disaster, materials, manufacturing capacity or transportation or shipping facilities, disease, sickness, epidemic or pandemic, government order or law, action by any federal, state or local governmental authority, national or regional emergency, strike, riot, lockout or other industrial dispute, flood, fire, tornado, hurricane, earthquake or explosion, or act of God (each, a “Force Majeure Event”), Sponsor may cancel, modify or suspend the Contest and make the prizes available to be won in a manner that Sponsor in its sole discretion determines is fair, appropriate and consistent with these Contest Official Rules. In such event, Sponsor will post a notice to such effect on the Contest Website or notify the potential (or verified) Finalists accordingly as appropriate.

**13. Dispute Resolution/Choice of Law.**

To the fullest extent permitted by law, entrants (if a Band, the Band Leader on behalf of him/her/themselves and the other members of the Band to the fullest extent permissible) agree that:

- (A) these Contest Rules are governed by the laws of France and the courts of France shall have non-exclusive jurisdiction;
- (B) any claim will be brought by entrants individually, including if entrants are a Band, the members of the band (including Band Leader) acting individually;
- (C) entrant’s recovery in any such claim is limited to actual costs involved in participating in the Contest (if any), with all rights to legal fees and any and all damages (including consequential loss) being expressly waived.

If the preceding or any other provision of these Contest Rules is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be replaced by a substitute provision that most closely approximates the original intent of Sponsor and is valid, legal and enforceable. The invalidity/illegality/unenforceability of a given provision shall not affect the remainder of these Contest Rules.

14. **Winners’ List.** For winners’ list, send a self-addressed stamped envelope to “*Vans Musicians Wanted Winners,*” c/o VANS, pa31-33 rue du Louvre 75002, PARIS, France, ATTN: VANS MUSICIANS WANTED WINNERS. Winners’ list requests must be received by 30 September 2021 Winners’ list will be available after 06 October 2021