

Contest Official Rules
"VANS SHOEBOX CHALLENGE"

VF NORTHERN Europe Limited, whose registered office is at 15, Atholl Crescent, Edinburgh, EH3 8HA, United Kingdom (hereinafter the "**Promotion Company**") is organizing a contest called "VANS SHOEBOX CHALLENGE" (the "**Contest**").

Entry into the Contest is free and no purchase is necessary, however the Contest requires participants to have access to the internet via their mobile device and their own Instagram account (the use of which is subject to Instagram's own terms and conditions).

By entering into the Contest, participants will be deemed to have agreed to be bound by these Contest Rules.

About the Contest:

The concept of the Contest is for Entrants (defined below) to share via their Instagram account a photograph or video showing the Entrants creating artwork using a Vans shoebox. For example, the Vans shoebox can be cut into a different shape, decorated with artwork, or hacked to serve a different purpose hereinafter "**Submission/s**".

Promotional Period

The Contest runs from 00.00 CET on 30/04/2020 to 23.59 CET on 18/05/2020 (the "**Promotional Period**").

Eligibility

Entry into this Contest is open only to legal residents of the UK, Germany, France, Italy, Austria, Sweden, Poland, Ireland, Switzerland, Netherlands, Belgium, Portugal and Spain, who are at least eighteen (18) years of age (hereinafter "**Entrant/s**"). Entrants not resident in one of the eligible countries will not be entitled to enter the Contest.

How to enter the Contest:

To enter the Contest Entrants must access the Instagram application on their mobile device, follow the Instagram account "@vans_europe" and share their Submission (video or photo) including the required hashtag "#vansshoeboxchallenge" and the mention "@vans_europe" by 23.59 CET on 18/05/2020.

Each Submission must comply with the requirements set out in the section named "**Submission requirements**" below.

Each Submission shared on Instagram via an Entrant's own account with the required promotional hashtag and complying with these Contest Rules, will be considered an entry into the Contest ("**Entry**").

Entrants must have an Instagram account and must make sure the "Photos Are Private" option in the account settings on their Instagram account are set to "OFF". If Entrants do not have the Instagram app, they may download it through the application store on their device. The Instagram app is free.

Entering via Instagram, standard data fees may apply. Entrants should consult their network provider's pricing plan for details. Entrants agree to incur any and all charges demanded by their network provider and the Promotion Company shall in no way be liable to Entrants for the same.

Entrants can share their Submission either as a single content or as an album, however it will be counted as a single Entry for the selection of winners. Entrants are not permitted to submit the same Submission more than once during the Contest. Duplicate Submissions by the same Entrant will be subject to disqualification, as determined by the Promotion Company in its sole and absolute discretion. If an Entrant submits two or more different Submissions, each will be considered as a separate Entry.

Entrants can share as many Submissions as they like. Each Submission submitted in accordance with these Contest Rules will count as an Entry and be taken into consideration for the selection of winners.

Restrictions:

Each Entrant/Instagram account shall not be awarded more than one (1) prize.

Employees of the Promotion Company and all those involved in the organisation and management of the Contest are not allowed to enter the Contest.

Submission requirements

A Submission (photo/s or video) must meet the following requirements to be eligible for the Contest:

- The Submission must be in a format compatible with Instagram and in accordance with Instagram's own terms and conditions;
- The Submission must show the Entrant's creative and original artwork ;
- The Entrant must have the consent of people featured in the photo to submit the Submission to the Contest;
- The Submission must not show a person below the age of 18;
- The Submission must be clear and visible once uploaded;
- The Submission must be an original work and must not be taken from material found online or from other sources;
- The Submission must not infringe another person's or entity's copyright, trademark, moral right, right of privacy or publicity, or other intellectual property right;
- The following must not appear: third party brand products, competing brands, other names and logos, phrases or objects which are irrelevant to the Contest;
- The Submission must not advocate the use of alcohol or drugs, acts of violence, dangerous stunts or illegal behaviours;
- The Submission must not disparage or damage the goodwill and/or business reputation of the Promotion Company or its Vans brand
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, libellous, promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must be in relation to the Contest theme.
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The Promotion Company reserves the right to reject or disqualify any Submission which, in its sole discretion, determines to be inconsistent with the spirit of the Contest or is potentially damaging to either the Promotion Company, the Contest's, or any other third party's image or reputation.

If the Promotion Company decides to reject or disqualify the Submission as it is found to be contrary to these Contest Rules, the Entrant shall lose his/her chance of winning one of the prizes on offer under the Contest.

Entrant liability with regard to their Submission:

By entering the Contest, Entrants accept these Rules in their entirety and declare that:

- a. they are the author and owner of all copyright and intellectual property rights in the photo shared on Instagram and that photos have not been copied or reproduced from any source or third parties;
- b. the Submission is original and has not been published previously or entered into other competitions or contests;
- c. the Submission does not contain material that is unlawful, in violation of or contrary to the laws or regulations of England and Wales or of any jurisdiction where the Submission is created;
- d. the Submission is not a reproduction and does not infringe upon any intellectual property rights, moral rights, copyrights, third party personal data protection rights, publication rights and in general terms that the photo respects the provisions of law in regard to copyrights and any other regulations or laws in force;
- e. they hereby grant to the Promotion Company a non-exclusive, royalty free licence to use, adapt, publish, modify, distribute, reproduce and display the Submission in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, including, but not limited to, on any and all internet media, including on the Contest Instagram channel, on Promotion Company's website or related websites and other social networking platforms (i.e., Instagram, Facebook, Twitter, YouTube, Pinterest etc.), for any purpose whatsoever, including for promotional, advertising or marketing purposes (except where prohibited by law), until such time as the Entrant chooses to revoke such rights;

- f. they are wholly liable for the Submission shared and will consequently indemnify the Promotion Company against any liability it incurs as a result of the Submission failing to comply with the conditions set out in these Contest Rules;
- g. they agree to take part in any reasonable publicity required by the Promotion Company, should they win one of the prizes available under the Contest; and
- h. they also agree to the use of their name, likeness, photo, voice, biographical information, image and other indicia of persona for advertising/publicity/trade purposes by the Promotion Company and its affiliates without further compensation or notice, should they win one of the prizes available under the Contest. Should the Promotion Company elect to publicly display a winner's artwork (or other submission), the preceding includes publicity activities in conjunction therewith as determined by the Promotion Company in its sole discretion.

Each Entrant also consents to the Promotion Company doing (or omitting to do) any act in respect of Entrant's Submission that may otherwise constitute an infringement of the Entrant's moral rights.

Each Entrant acknowledges that other Entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in Entrant's Submission. Each Entrant understands and agrees that he/she shall not have any claim against any other Entrant or Promotion Company arising out of any such similarity or be entitled to any compensation because of any such similarity.

The Promotion Company may at its sole and absolute discretion, publish Submissions in its Instagram channels, other social networks, web site or any other media.

Each Entrant accepts that breach of any of the conditions of these Contest Rules shall entitle the Promotion Company to immediately remove the Entrant and/or his/her Submission from the Contest without prejudice to any other rights and/or remedies of the Promotion Company.

Moderating:

Every shared Submission will be moderated. The Promotion Company reserves its right to refuse entry to Submissions in each case which:

- a. are out of keeping with the spirit of Contest Rules in the Promotion Company's sole opinion (including content which the Promotion Company reasonably deems offensive and/or inappropriate);
- b. are designed to promote or publicise any brand, product, service or business activity other than that of the Promotion Company and/or which is unrelated to the Contest;
- c. contain content which has been copied from other sources;
- d. contain content which the Promotion Company reasonably believes to be factually inaccurate; or
- e. are not related to the Contest theme .

Only if the Submission is judged suitable by the Promotion Company's moderators, shall it be deemed to be an Entry into the Contest.

Prizes

There will be ten (10) prizes awarded as part of the Contest and these will be awarded in accordance with the section named "The method for awarding prizes" below.

Each prize consists of one (1) Vans Custom Code redeemable for on (1) pair of Vans Customs sneakers from vans.co.uk/customs (winner's choice of shoe style then available for use with custom design on the Vans website at time of code redemption), with an approximate retail value of up to £150,00. (If actual value of Vans Customs sneakers for which Custom Code is redeemed is less than £150,00 , winner will NOT receive the difference in cash or otherwise.) .Custom code is subject to terms and conditions of use as well as www.vans.eu/customs; without limiting the foregoing, Custom Code is not a gift certificate/gift card, is not redeemable/exchangeable for cash, must be used within six (6) months of the date of issuance and cannot be redeemed in conjunction with any other offer/promotion/coupon/discount. Prize is not transferable except with Promoter's permission, which may be granted or withheld in Promoter's sole discretion and without liability of any kind. Prize must be accepted as awarded. No prize substitution permitted except by

Promoter due to unavailability of prize for any reason and only then for prize of equal or greater value. Vans Customs sneakers for which Custom Code is redeemed will only be shipped to winners at a valid street address in one of the eligible countries. Limit of one (1) prize per family/household/address. Only one (1) prize may be won by any persons in a given family, household.

The method for awarding prizes:

On or about 15/05/2020 a diverse and independent panel of judges, selected by the Promotion Company, (“**Judging Panel**”) will evaluate all valid Submissions correctly submitted in accordance with these Contest Rules.

Submissions will be judged based on the following equally-weighted judging criteria (“**Judging Criteria**”): relevance to the topic, originality, creativity and aesthetics.

The ten (10) Submissions with the highest score based on the Judging Criteria will be deemed to be the winners of the Contest.

The Judging Panel will also determine ten (10) runner-ups in order of preference according to the Judging Criteria. A runner-up shall only be used if the winner fails to claim his prize in accordance with these Contest Rules, has already won a prize or is disqualified from the Contest for any reason.

The decision of the Judging Panel is final and binding with respect to all matters relating to the Contest.

In the event of not enough Entrants to award the prizes, the Promotion Company reserves its right not to award said prizes or to award fewer than ten (10) prizes at its absolute discretion.

Notification to the winners

The winners will be notified of their win by sending a direct (private) message over Instagram requesting their complete contact details.

Winners will have seven (7) calendar days from being notified of their win to reply to the notification message accepting the Prize and providing all the information requested by the Promotion Company.

If any potential winner within seven (7) calendar days of first notification attempt does not reply to the message, fails to provide the information requested, if any Prize or Prize notification is returned as undeliverable, if potential winner rejects his/her prize, or in the event of noncompliance with these Contest Rules and requirements, such prize will be forfeited and may be awarded to a runner-up.

The first runner-up with the highest score will be contacted in the same manner as described above and, if necessary, the process repeated until the prize is finally awarded to a runner-up.

In the event that having followed the awarding process described above, a prize cannot be given to a winner or runner-up, the Promotion Company reserves its right not to award said prize.

Upon prize forfeiture, no compensation will be given.

The Promotion Company reserves the right to require winners to provide a valid form of identification proving their age and identity before receiving their prize. Any identity verification document produced must be in the name of the person who has entered the Contest.

Personal Data:

By participating in the Contest, you understand and agree that your personal information will be processed in order to administer your participation in the Contest, to select the prize winners and to communicate with them. Your personal information won't be processed for promotional or marketing purposes without your express consent. The collection, use and sharing of your personal information will be governed by all applicable data protection laws and regulations, including, without limitation, the laws promulgated on the matter by the European Union, such as the General Data Protection Regulation (EU) 2016/679, and applicable national provisions. Please refer to the [link](#) to the relevant VF privacy policy of the local websites for further information on how your personal information is processed. You are strongly advised to review the applicable Privacy Policy BEFORE participating in the Contest.

General:

The Promotion Company reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its reasonable control corrupt or affect the administration, security, fairness or proper

conduct of the Contest. In such case, the Promotion Company may select the winner from all eligible Submissions received prior to and/or after (if appropriate) the action taken by the Promotion Company.

To the extent permitted by law, upon suspension or cancellation, the Promotion Company cannot be held liable for any expenses incurred or damages suffered, whether direct, indirect, consequential or inconsequential, and the Promotion Company shall not be obliged to organize any alternative Contest or offer any alternative prize.

The Promotion Company may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick Entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Promotion Company representatives.

Multiple Entrants are not permitted to share the same Instagram account. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different Instagram accounts, identities or any other methods will void that Entrant's entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Instagram account, the authorized account holder will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an account by Instagram. Each potential winner may be required to show proof of being the authorized account holder.

Proof of submission will not be deemed to be proof of receipt by the Promoting Company.

The Promotion Company is not responsible for any technical problems or human error that may result in a Submission not being received or being lost or damaged or for any destruction or alteration of, or unauthorized access to, Contest registrations and Entries.

The Promotion Company reserves the right, at any time, to verify the validity of Submissions and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Submission that is not in accordance with these Contest Rules.

Save where the Promotion Company has been negligent, and to the extent permitted by law, the Promotion Company shall in no way be liable for any injuries, losses, damages or expenses suffered or incurred by any Entrant of the Contest, as a direct or indirect result of participating in this Contest and/or accepting a prize. Acceptance of these Contest Rules is a condition of entry into the Contest and entry indicates full acceptance of these Contest Rules.

The Promotion Company's decision is final. No correspondence will be entered into except with the winners to notify them that they have won and to provide the prizes.

The prizes quoted are subject to availability and, in the event of unforeseen circumstances, or circumstances outside of the Promotion Company reasonable control, the Promotion Company reserves the right to amend, withdraw or substitute any part of this Contest and/or prize for an alternative arrangement of equal or greater value.

The prize is not transferable, and no cash or other alternative arrangements will be offered.

Failure by the Promotion Company to enforce any of its rights at any stage does not constitute a waiver of those rights.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram.

In case of discrepancy between the English and the translated versions of these Contest Rules, the English version prevails.

The Promotion Company shall make the name of the prize winners available upon an Entrant's request 60 days after the Promotion Period has closed.

Winners will be solely responsible for all applicable taxes relating to their prize.

If any term of these Contest Rules shall be found to be void or contrary to law, such section shall be considered invalid, but all unaffected sections shall remain in effect.

These Contest Rules shall be governed by the laws of England and Wales and the courts of England shall have non-exclusive jurisdiction.