

Contest Official Rules  
“VANS x SKATE WITCHES CHALLENGE CONTEST”

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 x SKATE WITCHES CHALLENGE CONTEST" (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 terms and conditions (the "**Contest Rules**").

**About the Contest:**

The concept of the Contest is for Entrants (defined below) to share via their Instagram account a photo and/or a video that shows their interpretation of the challenge (the "**Challenge**") that The Skate Witches will explain to viewers during two masterclass workshops (the "**Submission**").

**Promotion Periods**

The photography contest (the "**Photography Contest**") runs from 19.00 CEST on 09/07/2020 to 20.59 CEST on 22/07/2020

The film/video) contest (the "**Film Contest**") runs from 19.00 CEST on 23/07/2020 to 23.59 CEST on 05/08/2020 (the "**Promotion Periods**").

**Eligibility**

The Contest is only open to legal residents of the UK, Italy, France, Ireland, Netherlands, Belgium, Germany, Switzerland, Austria, Spain, Portugal, Finland, Sweden and Poland (the "**Eligible Countries**"), who are 18 years of age or older (the "**Entrant/s**").

Entrants who are not legal residents in one of the Eligible Countries cannot enter the Contest.

**How to enter the Contest:**

To participate in the Contest, Entrants must visit [www.vans.eu](http://www.vans.eu) (the "**Contest Website**"). Two (2) different masterclass workshops will be hosted by The Skate Witches on the Contest Website (the "**Workshops**").

The Workshops will be shown on the Contest Website at the following times:

Masterclass Workshop Number	Masterclass Workshop Genre	Initial Air Date of Workshop at/after 19.00 CEST	Entry Deadline at 20:59 p.m. CEST
1	Photography	July 9, 2020	July 22, 2020
2	Film	July 23, 2020	August 5, 2020

During each Workshop, The Skate Witches will provide details of the Challenge for the Photography Contest and the Film Contest.



For the Photography Contest, an Entrant's Submission must either be (i) an original photo, or (ii) a photo edited for zine. For the Film Contest, an Entrant's Submission must either be (i) an original video, or (ii) and an edited version of The Skate Witches video.

Once Entrants have created their Submission, Entrants must:

1. have access to the Instagram application on their mobile device;
2. follow the Instagram account "@vans\_europe"; and
3. share their Submission as an Instagram post on the Entrant's own account, using the hashtag "#....." and mentioning "@vans\_europe" during the Promotion Periods.

Each Submission shared in compliance with these Contest Rules, will be considered an entry into the Contest ("**Entry**").

Entrants must use their own Instagram account and must make sure that the account is not set to private. If Entrants do not have the Instagram application, they may download it through the application store on their mobile device. The Instagram application is free to download.

Entrants can share their Submission either as a single image/video or as an album, however it will be counted as a single Entry for the selection of winners.

Entrants must not submit the same Submission more than once during the Promotion Period. 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 different 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.

Standard data fees may apply when entering via Instagram. 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.

By 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.

**Restrictions:**

Entrants shall not be awarded more than one (1) prize.

The following persons are NOT eligible to enter the Contest:

- (a) Employees, officers and directors of the Promotion Company, its parent, affiliates, subsidiaries, divisions, related companies, and agencies (including Administrator);
- (b) Employees, officers and directors of Skate Like A Girl, Wheels of Fortune, or any related entity;
- (c) Any member of the immediate family (parent, child, sibling, spouse) of any person in the preceding category, regardless of where they live;
- (d) Any member of the same household of any person in categories (a) or (b), whether related or not; and
- (e) The Skate Witches (that is, Ms. Kristin Ebeling and Ms. Shari White), their immediate families (as defined in category (c)) or members of the same household of either Ms. Ebeling or Ms. White.

### **Submission requirements**

A Submission (video and/or photo/s + text) 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 and describe something about the Entrant's interpretation of the Challenge;
- The Entrant must have the consent of people featured in the photo and/or film 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 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 Challenges.

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, 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 their 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. Entrants should note

- that this includes (non-exhaustively) brand names, logos product names, events and professional sports teams;
- (e) they hereby grant to the Promotion Company and its designees (including The Skate Witches) 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 hereby grant to the Promotion Company and its agencies permission to use and store any and all personal information in conjunction with the Entry consistent with Promotion Company's applicable Privacy Policy, without further notice or any compensation;
  - (g) 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;
  - (h) the Promotion Company and its designees (including The Skate Witches) have wide access to ideas, stories, designs and other literary/artistic materials submitted to each of them from outside sources or being developed by their own employees and that such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) the entry and that the Promotion Company and its designees (including The Skate Witches) shall have no liability to the Entrant (if a minor in their Eligible Country, their parent or legal guardian) or any third party in conjunction therewith;
  - (i) the Promotion Company and its designees (including The Skate Witches) do not have any duty of confidentiality or other fiduciary duty to Entrants;
  - (j) they waive any "Moral Rights of Authors" or similar natural rights of ownership that they may have in their Entry;
  - (k) they agree that upon the request of Promotion Company and/or The Skate Witches and without compensation of any kind, they will execute any additional documents so as to effect, record or perfect the grant of ownership rights;
  - (l) 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;
  - (m) they agree to send the original file and a short textual description of their Submission, and
  - (n) 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 they shall not have any claim against any other Entrant or the 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, website 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 their Submission from the Contest without prejudice to any other rights and/or remedies of the Promotion Company.

### **Moderating**

Submissions will be declared void and will not be accepted as an Entry if the Promotion Company determines in its sole discretion that the applicable content (photo/film) does not fully comply with the following requirements:

- (a) Includes material that may infringe the trademark or copyright or other intellectual property rights of someone else (e.g., brand names or logos, product names, events, professional sports teams, even colour combinations, or photographs or artwork belonging to 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 are 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) Includes personal information (e.g., phone number, e-mail address) of entrant or any other person;
- (e) Includes information/material that is not relevant to the assignment of the corresponding Challenge or (to the extent applicable) is not truthful in all material respects;
- (f) Includes material that has been previously published; or
- (g) Includes material that disparages or damages the goodwill and/or business reputation of Promotion Company or its VANS brand; or defames, insults or slanders The Skate Witches (Ms. Ebeling and/or Ms. White).

Should a person choose to submit an entry in the "photos edited for zine" subcategory of the Challenge for the Photography Contest and/or the "edited version of The Skate Witches video" subcategory of the Challenge for Film Contest, the Promotion Company and The Skate Witches grant Entrants a limited, nonexclusive, royalty-free, non-transferable right and license to use the content of the corresponding Workshop solely for the purposes of creating an Entry for the applicable Challenge. Unless otherwise authorized by the Promotion Company and The Skate Witches in writing beforehand, such right and license shall automatically end at the entry deadline of the corresponding Challenge. Any other use of the content of any Workshop is

strictly prohibited and constitutes an actionable violation of the rights of Promotion Company and The Skate Witches.

Aside from the preceding, limited exception, any use of third party content without their consent is strictly prohibited. Without limitation, instances of copying or plagiarism will result in voiding of entry, automatic disqualification from the Contest (including any remaining Challenge/s) and will constitute tampering under these Rules.

The Promotion Company in its sole discretion may place a condition on the selection of an Entrant as a potential prize winner and/or the award of prize upon the Entrant providing adequate proof of such consent(s), upon Promotion Company's request and without compensation. For the avoidance of doubt, The Skate Witches grant Entrants the limited right to reference Ms. Ebeling and/or Ms. White solely for purposes of Contest participation without additional consent.

### **Prizes**

There is one (1) prize awarded for each category listed below, which will be awarded in accordance with the section named "The method for awarding prizes" below.

#### **(A) Photography Contest**

- one (1) year's supply of Vans sneakers (further details below) , and possible inclusion in The Skate Witches 'zine.

#### **(B) Film Contest**

- one (1) year's supply of Vans sneakers (see further details below) and possible inclusion in The Skate Witches 'zine.

One year's supply of Vans sneakers is defined as 12 pairs of Vans sneakers. This prize will be awarded as Vans promo codes with a total value of One Thousand Two Hundred Euro, (€1,200).

The Prizes are not transferable to any other person, and no cash or other alternative arrangements will be offered.

### **The method for awarding prizes:**

**(A)** For each Workshop Challenge, Entries will be sorted into different categories as follows:

- Photography Contest, original photos and photos edited for zine;
- For the Film Contest, original video and edited version of The Skate Witches video;

**(B)** In all cases, winners will be selected via evaluation of Entries by a judging panel comprised of The Skate Witches, representatives of the Promotion Company, and an independent judge (the "**Judging Panel**"). However, if Ms. Ebeling and/or Ms. White are not available to participate in the judging for one or more Challenges (or either subcategory within the Challenges for any reason, the Promotion Company and The

Skate Witches may choose another representative from The Skate Witches as approved by Ms. Ebeling and Ms. White in their sole discretion.

**(C)** The judging panel will utilize the following equally weighted judging criteria:

- (1) Creativity;
- (2) Overall strength and clarity of expression; and
- (3) Relevance to assignment of corresponding Challenge.

(the "**Judging Criteria**")

In reviewing entries, the judges will take into account the age of the **Entrant**.

**(D)** By participating in the Contest, Entrants agree to Promotion Company's/Judges' decisions, which are final and binding in all respects and not subject to appeal.

**(E)** Judging will take place as follows:

<b>Contest</b>	<b>Approximate Judging Date</b>
Photography Contest	July 24th, 2020
Film Contest	August 7th, 2020

**(F)** In the event of a tie in either subcategory of any Workshop Challenge, an additional representative of the Promotion Company and/or The Skate Witches will review the tied Entries as per the aforementioned criteria so as to determine the Entry that is the potential prize winner.

The Entrants that submitted the Submissions with the highest scores based on the Judging Criteria for each category will be deemed to be a winner, (the "**Winner**").

The Judging Panel will also determine one (1) runner-up for each category in order of preference according to the Judging Criteria. A runner-up shall only be used if the winner fails to claim their 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 that there are more prizes available than Entrants, the Promotion Company reserves its right not to award said prizes or to award fewer than two (2) prizes at its absolute discretion.

**Notification to the winners**

The Promotion Company will contact the Winners within seven (7) calendar days of the approximate judging date. The Winners will be notified by a direct (private) message over Instagram requesting their complete contact details, including their full name, nationality, email address and telephone number.

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, the Promotion Company will attempt to contact the Winner using the email address provided (if applicable) or the Instagram account used by the Winner. If, after another seven (7) calendar days of this second notification, the potential winner does not reply, fails to provide the information requested, or the notification is again returned as undeliverable, or if the potential winner rejects their prize, or if there is non-compliance 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.

The Promoter shall not be liable to any Winner with whom contact and/or delivery cannot be made due to:

- (i) incorrect or incomplete details being given by the Winner; or
- (ii) the Winner's Instagram direct messaging malfunctioning; or
- (iii) the Winner's Instagram account being no longer active.

#### **Personal Data:**

Any information, including any personal data, provided by an Entrant will be held and used by the Promotion Company, the companies belonging to its group, its suppliers and/or contractors necessary to administer the Contest, in accordance with the Promotion Company's privacy policy: <https://www.vans.co.uk/help/privacy.html> (the "**Privacy Policy**").

By participating in the Contest, Entrants hereby agree to the Promotion Company's collection and usage of their personal information and acknowledge that they have read and accepted the Privacy Policy.

Uses of personal data received in the course of the Contest are subject to applicable laws and the Privacy Policy.

#### **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, pandemic, epidemic, 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 Entries 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.

In the event of unforeseen circumstances, or circumstances outside of the Promotion Company's reasonable control, the Promotion Company reserves the right to amend, withdraw or substitute any part of this Contest and/or prize for a reasonable alternative.

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.

Tampering with the Contest as well as interfering with the intended operation of the Contest or seeking to defraud the Promotion Company, and/or The Skate Witches in conjunction with the Contest will result in disqualification of the Winner, if applicable; and, the Promotion Company may prohibit any person determined to be engaged in such activities from participating in future sweepstakes or contests sponsored by the Promotion Company and/or preclude the such person's participation in future activities by the Promotion Company or otherwise associated with The Skate Witches; in addition, Promotion Company and/or The Skate Witches may pursue legal action against such person.

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 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 winner 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 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.