



VOLUNTARY PARTICIPATION AGREEMENT

Employee, as set forth in the signature line below, and VF Outdoor, LLC (“Employer” or “VF”) hereby make the following agreement regarding the assignment from Employee to Employer of copyright of an image authored by Employee in conjunction with the **Vans Get Yeti for the Holidays T-Shirt Design Challenge**.

PLEASE REVIEW THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH INCLUDES COPYRIGHT ASSIGNMENT, LICENSE FOR USE OF MATERIALS, PRIVACY INFORMATION NOTICE AND RELEASE AGREEMENT AND WAIVER OF LIABILITY (“WAIVER”) CAREFULLY. THIS WAIVER IS A CONTRACT BETWEEN YOU AND VF OUTDOOR, LLC, AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, EMPLOYEES AND AGENTS (TOGETHER, “VF”) AND GOVERNS YOUR PARTICIPATION IN ANY ACTIVITIES THAT TAKE PLACE AT OR ARE RELATED TO THE **VANS GET YETI FOR THE HOLIDAYS T-SHIRT DESIGN CHALLENGE** (“EVENT”). **THE EVENT IS STRICTLY VOLUNTARY. IF YOU AGREE TO BE BOUND BY THIS WAIVER, SIGN THIS WAIVER. IF YOU DO NOT AGREE, THEN DO NOT SIGN, AND YOU WILL NOT AND CANNOT PARTICIPATE IN THE VOLUNTARY EVENT. THIS WAIVER INCLUDES YOUR EXPRESS GRANT OF RIGHTS TO USE YOUR NAME AND IMAGE.**

1. **Consideration.** In exchange for the terms as set forth herein, Employee will be presented with the opportunity to participate in a challenge to submit an idea for this year’s holiday t-shirt.

2. **Challenge Submission.** The challenge submission will consist of an Employee drawn idea on a blank t-shirt template using this year’s challenge theme: What is the Vans yeti doing for the holidays? (hereinafter “**Challenge Submission**”) which will need to be submitted directly to the challenge submission page.

3. **Verification of Authorship.** Employee agrees and represents that Employee was the sole author of images/idea in the Challenge Submission that Employee voluntarily submitted to VF on in conjunction with the Event. Employee further represents that Employee did not use any content in the image without required authorizations or in conflict with the law.

4. **Assignment.** Employee assigns, transfers and conveys to the Employer, during the full term of copyright and any extensions or renewals, the whole and complete right, title and interest in and to the copyright of Image included in the **Challenge Submission** (including all electronic and print versions of the Image), and all rights therein, including but not limited to the right to publish, republish, transmit, sell, distribute and otherwise use the Image in whole or in part in any work throughout the world, in all languages and in all media of expression now known or later developed, and to license or permit others to do so.

5. By signing this Waiver, Employee hereby irrevocably grants VF, the worldwide and unrestricted right and license to use, copy, modify, display, perform, create derivative works of, distribute, disseminate and publish the materials identified above and submitted in conjunction with the “**Get Yeti for the Holiday T-Shirt Design Challenge**”, in whole or in part, severally or in conjunction with other images, text, graphics and other media, or distorted in character or form, without restriction as to changes, modifications (including blurring, distortion, or composite), in any print, electronic, or other media format now or hereinafter known, including, without limitation, on and through the internet and social media, for illustration, promotion, marketing, sales, art, editorial, advertising, trade, or any other commercial purpose



whatsoever, including without limitation, publicity, promotional, media, marketing and advertising materials and VF and its goods, products and services, for perpetually. Employee further agrees that VF may edit, alter, digitize, transmit, synchronize, reproduce or otherwise change the inventions for any such purpose and VF may use or not use the challenge submission in its sole discretion. Employee further acknowledges that Employee shall have no ownership, authorship or moral rights in **Challenge Submission** or any part thereof. Any other knowledge or information of a technical or of a business nature pertinent to the Corporation's interests related to **Challenge Submission**, is the rightful property of the Corporation and for all intents and purposes hereby assigns and transfers such Intellectual Property to the Corporation.. Employee further agrees that all Conceived Information, copyright or trademark applications whether or not patented or patentable, shall be and remain the exclusive property of VF. Employee further acknowledges and agrees that the images/ideas submitted, were submitted voluntarily and that there were no negative consequences for not participating in said Event. Employee further acknowledges and agrees that the **Challenge Submission** may be redistributed on VF social media channels, including but not limited to Instagram, Facebook, Twitter, Snapchat, LinkedIn, and made available as a background for online communication or conferencing applications and platforms

6. **Signature.** Employee represents and warrants that Employee is at least 18 years of age and has the full legal capacity to execute this Waiver. Employee agrees that Employee's electronic signature is the equivalent to Employee's handwritten signature. Employee agrees that executing an electronic signature has the same validity and meaning as Employee's handwritten signature. Employee agrees not to, at any time in the future, repudiate the meaning of Employee's electronic signature or claim that Employee's electronic signature on this Agreement is not binding.

IT IS SO AGREED.

Employee Name

Employee Signature

Date