

## **VANS X NATIONAL GEOGRAPHIC PHOTO CONTEST**

**Sponsored by: Vans, a division of VF Outdoor, LLC, 1588 South Coast Drive, Costa Mesa, CA 92626 (“Vans” or “Sponsor”)**

**NO PURCHASE NECESSARY.**

**Open only to legal residents of the United States, who are 13 years of age or older and who own or have lawful access to a mobile device that can take digital photos and that supports the free Instagram “app.”\*\***

**Offered only in the United States. Void elsewhere and where prohibited by law.**

**\*\*If you are a minor in your jurisdiction of residence (generally, under 18 years of age), be sure to obtain the permission of your parent or legal guardian BEFORE entering the Contest.**

### **1. Contest Schedule.**

Contest begins July 3, 2020 at 8:00:00 a.m. Pacific Time (PT) and ends August 3, 2020 at 5:00:00 p.m. PT (“Contest Period”).

Vans’ computer is the official clock for the Contest.

### **2. Contest Eligibility.**

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

- (a) Employees, officers and directors of Vans, National Geographic Partners, LLC (“Nat Geo”), Olapic, Inc., their respective parents, affiliates, subsidiaries, divisions, related companies, and agencies (collectively, the “Contest Entities”);
- (b) Any member of the immediate family (parent, child, sibling, spouse) of any person in the preceding category, regardless of where they live; and
- (c) Any member of the same household of any person in category (a), whether related or not.

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

- (a) The Contest Website ([www.vans.com/natgeo](http://www.vans.com/natgeo)) will include a number of images of exotic locales; for example, a jungle or a surfer riding a wave.
- (b) Select only one (1) of the images.

- (c) Re-imagine and re-create the selected image using readily available household objects (i.e., objects that are commonly found in homes).
- (d) Take a photo of your re-creation of the selected image.
- (e) Log into your public (not private) Instagram account and post the photo by August 3, 2020 at 5:00:00 p.m. PT. Your photo must include the hashtag #VansxNatGeoContest.† If you like, your photo may be accompanied by an original caption; if a caption is included, it will be considered by the judging panel in evaluating entries. Your photo including any accompanying caption is your Contest entry. (All uses of “photo” herein include any accompanying caption.)

**In posting a photo, you (if a minor in your jurisdiction of residence, your parent or legal guardian) acknowledge that you have read, understand and agree to these Official Rules as well as agreeing to be bound by the decisions of Sponsor which are final and binding in all respects.**

†THE HASHTAG #VansxNatGeoContest MUST BE INCLUDED IN YOUR POSTED PHOTO. USE OF THE HASHTAG SERVES TO DISCLOSE TO THE PUBLIC THAT THE PHOTO WAS TAKEN BY YOU IN CONJUNCTION WITH YOUR PARTICIPATION IN A PROMOTIONAL CONTEST SPONSORED BY VANS. DO NOT POST A PHOTO WITH THE REQUIRED HASHTAG IN CONJUNCTION WITH YOUR PARTICIPATION IN THIS PROMOTIONAL CONTEST WITHOUT FIRST REVIEWING THESE OFFICIAL RULES AND VANS’ TERMS OF USE.

Nat Geo grants entrants (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) a limited, revocable, non-exclusive, royalty-free, non-sublicenseable, non-transferable right and license to use, perform, exhibit, reproduce and/or otherwise exploit the posted images solely for purposes of participation in this Contest in accordance with these Official Rules. Such right/license will automatically terminate at the end of the Contest Period unless further extended via writing signed by an authorized representative of Nat Geo. Any other use of the posted images constitutes an actionable violation of the rights of Nat Geo.

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

- (A) Photo must comply with all technological specifications set forth on the Instagram social media platform.
- (B) **There is a limit of one (1) entry per referenced image. Violation of the entry limit will result in only the initial entry for a given image 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 entrant will be declared void and the entrant will be disqualified**

**from the Contest. Such behavior also constitutes tampering as per Rule 12 below.**

- (C) A given person may only use one (1) Instagram account to participate in the Contest.
- (D) Receipt of an entry may be acknowledged; however, Sponsor has no obligation to acknowledge receipt of any entries. Sponsor may re-post the entry photo on @vans and/or on other websites; in addition, Sponsor may comment on entry photo. Such acknowledgment, if any, shall not constitute any representation as to Contest eligibility, notice of selection of entrant as a potential prize winner, nor is it otherwise binding upon Sponsor.
- (E) Proof of submission of entry does not constitute proof of receipt of same or proof of entry in the Contest.
- (F) Photo must be created by an entrant him/her/themselves; the photo must be solely the original work of entrant. Do NOT re-post/re-gram other entrants' photos in whole or in part. Joint, group, team or collaborative submissions will NOT be accepted. Without limiting the foregoing, eligible minors CANNOT be assisted by his/her/their parents or legal guardians or any other persons in creating their re-imagined/re-created versions of images or photos.
- (G) Once submitted, an entry cannot be modified, amended or supplemented by entrant. **Entrant must make sure that he/she/they is completely satisfied with the photo before posting/submitting it as an entry in the Contest.**
- (H) Use of automated or programmed means of participation in the Contest is prohibited and will result in automatic disqualification of entrant with all of his/her/their entries being declared void. Over-reliance of photo editing software or the like, so as to significantly manipulate or alter the raw capture of the re-imagined/re-created image, as determined by Sponsor and its designees (including Olapic, Inc.) in their sole discretion, is prohibited and will also result in automatic disqualification.
- (I) **Standard message and data rates and/or wireless Internet access charges may apply.** Entrant may be charged by his/her/their wireless carrier in conjunction with Contest entry. Entrant is cautioned to review his/her/their wireless carrier's pricing plan BEFORE participating in the Contest; if you are a minor in your jurisdiction of residence, your parent/legal guardian should review the wireless carrier's pricing plan before you enter the Contest. Wireless Internet access may not be available in all areas.

**5. Additional Entry Restrictions- Content of Photo**

Photo will be declared void and will not be accepted as an entry in the Contest if Sponsor and its designees (including Olapic, Inc.) determine in their sole

discretion that the photo (including accompanying caption, if any) does not fully comply with the following content requirements. (A prospective entrant will NOT be notified if photo is deemed to be unacceptable and does not result in entry.)

- (I) Includes content 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 color combinations, or photographs or artwork belonging to someone else);
- (II) Includes a name or nickname or symbol or image associated with another person (living or dead) unless you have that person's consent‡;
- (III) Includes content 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;
- (IV) Includes personal information (e.g., phone number, e-mail address) of entrant or any other person;
- (V) Is not relevant to the Contest theme (i.e., is not a re-imagined/re-created version of a posted image.)
- (VI) Includes content that has been previously published (with the sole exception of posted image); or
- (VII) Includes content that disparages or damages the goodwill and/or business reputation of Vans (including its endorsers and influencers) and/or Nat Geo (including its explorers and on-air talent).

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

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

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

- (A) Entrant (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) grants to each of the Contest Entities (as defined in Rule 2 above) 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 photo entry, 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 entrant (if a minor in his/her/their jurisdiction of residence, or to his/her/their parent or legal guardian);

**(B)** Entrant (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) grants to Sponsor and its agencies permission to use and store any and all personal information in conjunction with the entry consistent with the Privacy Statement of Vans♦, without further notice or any compensation.

**(C)** Entrant (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) further understands and agrees that

**(i)** The Contest Entities have wide access to ideas, stories, designs and other literary/artistic materials submitted to them by 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 Contest Entities shall have no liability to entrant (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) or any third party in conjunction therewith; and

**(ii)** The Contest Entities do not have any duty of confidentiality or other fiduciary duty to entrant (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) relative to the entry.

**(D)** Entrant (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) further waives any “Moral Rights of Authors” or similar natural rights of ownership that entrant may have in the entry; and agrees, upon the request of any of the Contest Entities and without compensation of any kind, to execute (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian will execute) any additional documents so as to effect, record or perfect the grant of rights contemplated by this Rule of these Official Rules.

**(E)** The preceding grant of rights is subject to Olapic, Inc.’s Content Upload Terms of Use, found at [www.olapic.com/tos](http://www.olapic.com/tos); in the event of any inconsistency between these Official Rules and Olapic, Inc.’s Content Upload Terms of Use, these Official Rules shall prevail, govern and control in all respects other than the entrant’s/prospective entrant’s grant of rights in the posted photo (as to which Olapic, Inc.’s Content Upload Terms of Use shall prevail, govern and control.)

**PHOTO REPRESENTS SOLELY THE VIEWS/OPINIONS OF THE APPLICABLE PROSPECTIVE ENTRANT AND DOES NOT REFLECT THE VIEWS/OPINIONS OF ANY OF THE CONTEST ENTITIES IN ANY MANNER. SPONSOR IS MERELY ENCOURAGING PERSONS TO POST A PHOTO RE-IMAGINING/RE-CREATING ONE OF THE PROVIDED EXOTIC LOCALES WITH COMMON,**

READILY AVAILABLE HOUSEHOLD ITEMS; THE CONTEST ENTITIES DISCLAIM ANY AND ALL LIABILITY IN CONJUNCTION THEREWITH EVEN IF RE-POSTED BY ANY OF THE CONTEST ENTITIES. THE CONTEST ENTITIES WILL NOT EDIT OR MODIFY PHOTOS SUBMITTED FOR THE CONTEST IN CONJUNCTION WITH THE IMPLEMENTATION/ADMINISTRATION OF THE CONTEST.

◆For details regarding the collection/use/sharing of your personal information in conjunction with Contest participation, please review Vans' Privacy Statement at [www.vans.com/privacy.html](http://www.vans.com/privacy.html). If you are a minor in your jurisdiction of residence, be sure to carefully review the privacy policy with your parent or legal guardian.

## 7. **Selection Of Winners.**

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

- (1) All eligible entries will be evaluated by the judging panel, with the entries with the fifty (50) highest scores advancing to the Final Round of Judging. (If the same individual has more than one (1) entry among the fifty (50) highest scoring entries, only the higher/highest scoring of such individual's entries will advance to the Final Round of Judging with the other entry/entries by such individual among the top fifty (50) being discounted.)
- (2) The judging panel will review entries based on the following criteria:
  - Composition. The placement or arrangement of the image's visual elements according to the principles of art. Good composition catches the viewer's eye, and guides them through the image (25%);
  - Creativity, originality and resourcefulness in re-creating the selected image using common household items. Imagination and execution are brought together to create something original. This applies to the overall look of the image as well as the technique used to create it (25%);
  - Degree to which the image resembles the selected image and relates to the theme of this contest (25%); and
  - Impact. The feeling an image conveys on its first viewing. An image's ability to draw the viewer in with an intended emotional feeling (25%).
- (3) Entrants will not be notified if their entries advanced to the Final Round of Judging.

- (4) The judging panel reserves the right to select fewer than fifty (50) entries to advance to the Final Round of Judging for any reason and without liability or notice of any kind.

**(B) Final Round of Judging:**

- (1) The fifty (50) highest scoring entries from the Initial Round of Judging will be re-evaluated by the judging panel based on the following criteria:
  - Composition. The placement or arrangement of the image's visual elements according to the principles of art. Good composition catches the viewer's eye, and guides them through the image (25%);
  - Creativity, originality and resourcefulness in re-creating the selected image using common household items. Imagination and execution are brought together to create something original. This applies to the overall look of the image as well as the technique used to create it (25%);
  - Degree to which the image resembles the selected image and relates to the theme of this contest (25%); and
  - Impact. The feeling an image conveys on its first viewing. An image's ability to draw the viewer in with an intended emotional feeling (25%).
- (2) The five (5) highest scoring entries are prize winners, subject to verification of eligibility and compliance with these Official Rules as per Rule 8 below.
- (3) Entries which advance to the Final Round of Judging but are not among the five (5) highest scoring entries will not receive a prize.

**(C) In General:**

- (1) Judging will take place on or about August 10, 2020, with the Final Round of Judging following completion of the Initial Round of Judging.
- (2) Judging will be conducted by photographers and social media personnel from Vans and Nat Geo
- (3) In the event of a tie in either the Initial Round of Judging or the Final Round of Judging, Vans will appoint an additional member to the judging panel to score the tied entries and determine the

entry which advances to the Final Round of Judging or is a potential prize winner (as the case may be).

- (4) Re-posting of entries as per Rule 4 is intended for entertainment purposes only and, as such, will have no effect on the determination of prize winners.

## **8. Notification & Verification of Winners.**

- (A) Potential prize winners will be notified via direct message from @vans. IT IS THE SOLE RESPONSIBILITY OF THE ENTRANT TO CONFIRM THAT HIS/HER/THEIR INSTAGRAM PRIVACY SETTINGS ALLOW FOR @vans TO CONTACT HIM/HER/THEM VIA DIRECT MESSAGE.
- (B) Potential prize winner must respond to such direct message within two (2) days of transmission by providing an e-mail address for receipt of Declaration of Eligibility, a Liability Release and a Publicity Release (where lawful). The Declaration must be completed and signed by potential prize winner (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) and thereafter returned within (3) business days of the date of transmission of same. (An electronic signature or affirmation will have the same legal effect as an actual hand-signed document).
- (C) In the event of noncompliance with this requirement, if potential prize winner cannot be contacted for any reason (including but not limited to potential prize winner not timely responding to direct message from @vans; potential prize winner not providing a valid e-mail address for receipt of Declaration; potential prize winner not timely receiving/receiving at all the Declaration at the provided e-mail address due to categorization of the e-mail communication from Sponsor as “Junk” or “SPAM” by potential prize winner’s e-mail service provider, potential prize winner’s e-mail box being “full” or any other cause; or potential prize winner’s failure to timely return the completed and signed Declaration) or if potential prize winner is determined to be ineligible or otherwise in violation of these Official Rules, such potential prize winner shall be disqualified from the Contest and forfeit the prize.. In case of prize forfeiture, Sponsor in its sole discretion may select an alternate entrant as a potential prize winner from among all remaining eligible entries received for the Final Round of Judging, in the manner set forth above in Rule 7.

## **9. Prizes.**

**Prizes (5)** – One (1) Vans Custom Code and one (1) digital subscription to Nat Geo for 12 months. Vans Custom Code has an approximate retail value of up to \$95 each. See Rule 10(G) below for specific details regarding Vans Custom Code redemption for a custom pair of sneakers. The approximate retail value of the Nat Geo twelve-month digital subscription is \$39. See Rule 10(H) below for specific details regarding the Nat Geo digital subscription. Total Approximate Retail Value of Prize: \$134 each.



Total Approximate Retail Value of All Prizes: \$670.

**10. Prize Restrictions.**

- (A) If winner of a prize is a minor in his/her/their jurisdiction of residence, Sponsor in its sole discretion may instead award the prize in the name of or to his/her/their parent or legal guardian.
- (B) Prize must be accepted as awarded.
- (C) Limit of one (1) prize per person, family, address or household.
- (D) No prize substitution permitted except by Sponsor due to unavailability of prize/prize element for any reason and only then for prize/prize element of equal or greater value. Prizes are not transferable except with the prior consent of Sponsor which may be granted or withheld in its sole discretion. Prizes are not redeemable or exchangeable for cash.
- (E) Unspecified expenses in conjunction with acceptance and use of prize are the winner's sole responsibility. The preceding includes but is not limited to costs hardware, software and/or Internet access required to utilize the digital subscription to Nat Geo.
- (F) All taxes on value of prize are the winner's sole responsibility.

**(G) *Vans Custom Code:***

- (i) Vans Custom Code is redeemable for one (1) pair of Vans sneakers (winner's choice of Classics, Pro Skate, All Weather or Classic Lites), with an approximate retail value of up to \$95 each.
- (ii) If actual value of Vans sneakers for which Vans Custom Code is redeemed is less than \$95, winner will NOT receive the difference in cash or otherwise. But, if actual value of Vans sneakers for which Vans Custom Code is redeemed is greater than \$95, winner will be solely responsible for such difference in cost.
- (iii) Vans Custom Code is subject to terms and conditions of use as well as Vans "Customs" page of the Vans website (<https://www.vans.com/custom-shoes.html>).
- (iv) Vans Custom Code is not a gift certificate/gift card, must be used within the period indicated thereon/provided therewith and cannot be redeemed in conjunction with any other offer/promotion/coupon/discount.

**(H) *Nat Geo 12-Month Digital Subscription:***

- (i) Subscription to commence with calendar month following determination of prize winner and continue for a period of twelve (12) months. Subscription is projected to commence either in August 2020 or September 2020.

- (ii) Digital access available via the iPad®, iPhone® and Google Play™ devices.
- (iii) Subscription does not include access to print version of *National Geographic* magazine.
- (iv) Notwithstanding the standard terms of digital subscription, the digital subscription will end at the conclusion of the twelve (12) month period, with winner having no obligation to renew digital subscription. Should winner wish to extend his/her subscription for additional year(s), winner will be solely responsible for paying Nat Geo the renewal rate then in effect.

Third party trademarks are used herein solely for purposes of prize description. No sponsorship, authorization, affiliation or endorsement is intended by such use.

## **11. Releases.**

- (A) Where legal, by accepting prize, winner (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) agrees to the use of winner's name, likeness, photo, voice, biographical information, image and other indicia of his/her persona/identity by each of the Contest Entities in perpetuity for advertising/publicity/trade purposes without further compensation or notice. Winner (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) further acknowledges that the Contest Entities are under no obligation to make any use of the foregoing publicity rights and, by refraining from doing so, none of the Contest Entities will incur any liability to winner (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) under any legal theory.
- (B) By participating in the Contest, entrant (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) releases and agrees to hold harmless Contest Entities and each of their respective directors, officers, agents, representatives, shareholders, employees, successors and assigns, as well as Facebook, Inc./Instagram from any and all liability arising from the Contest or acceptance, possession, receipt or use/misuse of prize. The preceding *includes* but is not limited to damage to mobile device (or information/data stored thereon) used by entrant to participate in the Contest.

## **12. Conditions of Participation.**

- (A) Contest Entities are not responsible for entries that are late, lost, garbled, incomplete, inaccessible/blocked, corrupted, jumbled, 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. The preceding *includes* any filtering by or other operation of the functionality of the Instagram social media platform which interferes with the intended operation of the Contest (for example, entries not being timely received by

Sponsor). Sponsor's failure to enforce any provision of these Official Rules in a given instance shall not constitute the waiver of such provision.

**(B)** This Promotion is in no way sponsored, endorsed or administered by, or otherwise associated with, Instagram.

**(C)** TAMPERING WITH THE CONTEST AS WELL AS INTERFERING WITH THE INTENDED OPERATION OF THE CONTEST OR SEEKING TO DEFRAUD VANS IN CONJUNCTION WITH THE CONTEST WILL RESULT IN DISQUALIFICATION OF WINNER, IF APPLICABLE; AND, VANS 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.

**13. 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 determine the prize winners based on its evaluation of all eligible entries received prior to and/or after the action taken by Sponsor or otherwise in a manner that Sponsor in its sole discretion determines is fair, appropriate and consistent with these Official Rules. In such event, Sponsor will post a notice to such effect on @vans.

**14. Dispute Resolution/Choice of Law.** To the fullest extent permitted by law, entrant (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) agrees that:

- (A)** any and all disputes regarding the Contest or these Official Rules shall be governed by the internal, substantive law of California (i.e., without regard to choice of law/conflict of law rules of California or of any other jurisdiction);
- (B)** entrant is subject to the personal and exclusive jurisdiction of the United States District Court for the Central District of California, Southern Division or California State court situate in Orange County;
- (C)** entrant (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) waives any right of change of venue, inconvenient forum or the like;
- (D)** any action will be brought by entrant (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) individually (NOT as part of a class action);

(E) entrant's recovery in any such action is limited to actual costs involved in participating in the Contest (if any), with all rights to attorneys' fees and any and all damages (including special, compensatory, punitive, consequential damages) being expressly waived.

If the preceding or any other provision of these Official 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 Official Rules.

**15. Winners' List.** For winners' list, send a self-addressed stamped envelope to "*Vans x Nat Geo Contest Winners,*" c/o VANS, 1588 South Coast Drive, Costa Mesa, CA 92626 USA ATTN: VANS X NAT GEO. Winners' list requests must be received by August 19, 2020. Winners' list will be available after August 29, 2020.