

## VANS MUSICIANS WANTED CONTEST

Sponsored by: Vans, a division of VF Outdoor, LLC, 1588 South Coast Drive, Costa Mesa, CA 92626 USA.

**NO PURCHASE NECESSARY.**

Open only to legal residents of the United States, Mexico and Canada, who are 18 years of age or older.

[If you are a minor in your jurisdiction of residence (generally, for the United States and Mexico, under 18 years of age; for Canada, under 18 or 19 years of age depending on province/territory of residence) be sure to obtain the permission of your parent or legal guardian BEFORE entering the Contest].

### 1. Contest Schedule.

<b>Contest Period</b>	<b>Start Date</b>	<b>End Date</b>
<b>Entry Submission</b>	<b>September 28, 2020 @ 12:00:01 a.m. Pacific Time</b>	<b>October 11, 2020 @ 11:59:59 p.m. Pacific Time</b>
<b>Initial Round of Judging/Selection &amp; Notification of Potential Finalists</b>	<b>October 12, 2020 @ 9:00:01 a.m. Pacific Time</b>	<b>October 21, 2020 @ 9:00:01 a.m. Pacific Time</b>
<b>Pre-recorded Set to be completed by Verified Finalists (Filmed remotely and submitted to Sponsor)</b>	<b>October 22, 2020</b>	<b>November 10, 2020 @ 11:59:59 p.m. Pacific Time</b>
<b>Final Performance Round of Judging/Selection of Grand Prize Winner</b>	<b>TBC @ 9:00:01 a.m. Pacific Time (Actual date of Final Performance Round of Judging to be determined and will be provided to potential Finalists at time of notification)</b>	<b>TBC @ 9:00:01 a.m. Pacific Time (Actual date of Final Performance Round of Judging to be determined and will be provided to potential Finalists at time of notification)</b>
<b>Virtual Concert Air Date and Announcement of Grand Prize Winner</b>	<b>December 9, 2020 (Actual date to be determined and will be provided to potential Finalists at time of notification)</b>	

(Sponsor reserves the right to re-schedule and perhaps 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 United States, Mexico and Canada will offer their own versions of the Contest contemporaneously with this 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 Official Rules even though the Final Performance Round Concert for this Contest and perhaps other Contests' Final Performance Round Concerts may be accessible to on-line visitors regardless of country of residence.**

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

## **2. Contest Eligibility.**

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

- (a) Employees, officers and directors of 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;
- (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 as listed on their most recent income tax return;
- (e) Any member of the immediate family (parent, child, sibling, spouse) of any person in category (a) regardless of where they live; and
- (f) Any member of the same household of any person in category (a), whether related or not.

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

(A) Go to the contest website for your country of residence:

U.S. - [www.vans.com/musicianswanted](http://www.vans.com/musicianswanted)

Canada – [www.vans.ca/musicianswanted](http://www.vans.ca/musicianswanted)

Mexico – [www.vans.mx/musicianswanted](http://www.vans.mx/musicianswanted)

(collectively, "Contest Website").

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

**(B)** Then, complete the “About Songs” portion of the entry form with you/your Band’s genre of music, the names of two (2) different original songs created by you/your Band and, finally, upload a video showing you/your Band performing both of the original songs. The original songs, complemented by the Musician Introduction and About Song portions of the entry form constitutes your/your Band’s Contest entry.

**(C)** If any content in the Musician Introduction and About Song portions of the entry form are in Spanish or French, please provide an English translation of same.

**(D) If 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 OFFICIAL 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.

**\*\*IF SUCH INDIVIDUAL IS A MINOR IN HIS/HER/THEIR JURISDICTION OF RESIDENCE, HIS/HER/THEIR PARENT OR LEGAL GUARDIAN.**

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; and, if entrant is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) 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, YOU (IF A MINOR IN YOUR JURISDICTION OF RESIDENCE, YOUR PARENT/LEGAL GUARDIAN) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE OFFICIAL RULES. DO NOT PARTICIPATE IN THE CONTEST WITHOUT FIRST REVIEWING THESE OFFICIAL 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; and, if entrant is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) agrees to these Official 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 may 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 you (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. VANS IS ONLY LOOKING FOR VIDEO DOCUMENTATION OF YOUR/YOUR 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/Band Leader are 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., September 9, 2020 at 11:59:59 p.m. PT. 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 acknowledged 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. Wireless Internet access may not be available in all areas. (If Solo Artist/Band Leader or a third party is a minor in his/her/their jurisdiction of residence, such person's parent or legal guardian should review the wireless carrier's pricing plan prior to the Solo Artist/Band Leader submitting a Contest entry).

##### **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);
- (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 Anderson.Paak (i.e., Mr. Brandon Paak Anderson).

‡Sponsor in its sole discretion may condition selection of an entrant as a potential 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; and, if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) 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; and, 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 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; and, if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) 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 Official 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; and, if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) further understands and agrees that:

- (1) Sponsor as well as other members of judging panels (including Anderson.Paak) 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 Anderson.Paak) shall have no liability to Solo Artist/Band Leader (if entrant is a Band, any member of the Band, and, 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
- (2) Sponsor and other members of judging panels (including Anderson.Paak) 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; and, if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) relative to the entry.

◆For details regarding the collection/use/sharing of your personal information in conjunction with Contest participation, please review Sponsor’s Privacy Statement applicable to persons in your country of residence.

For the United States, go to [www.vans.com/privacy.html](http://www.vans.com/privacy.html). The collection/use/sharing of California residents’ personal information is governed by Vans’ California Consumer Privacy Statement; the collection/use/sharing of all

other U.S. residents' personal information is governed by Vans' United States Consumer Privacy Statement.

For Canada, go to [www.vans.ca/en\\_ca/privacy.html](http://www.vans.ca/en_ca/privacy.html) (English) or [www.vans.ca/fr\\_ca/privacy.html](http://www.vans.ca/fr_ca/privacy.html) (French).

For Mexico, go to [www.vans.mx](http://www.vans.mx)

Residents of Canada and Mexico (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) consent to have their personal information transferred, processed and stored in the United States and allow Vans to use and collect their personal information in accordance with Sponsor's Privacy Statement which is applicable to him/her/they. If a resident of Canada or Mexico is not comfortable with the level of data protection provided by United States law, his/her/their sole recourse is to refrain from participation in the Contest as a Solo Artist, Band Leader or Band member (as the case may be).

If you are a minor in your jurisdiction of residence, be sure to carefully review the Privacy Statement with your parent or legal guardian.

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

### **(1) 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 under any legal theory.

### **(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). If potential Finalist is a minor (whether a Solo Artist/Band Leader/Band member, the Entrant Declaration or Band Member Declaration (as appropriate) must be signed by his/her/their parent or legal guardian on his/her behalf.

- (2) Sponsor reserves the right to condition verification of 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 Anderson.Paak, 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 Round 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 the Zoom video teleconference platform, which is scheduled to be broadcast on December 9, 2020. 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 the 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 same 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) Sponsor shall have complete creative control over the production and broadcast of the Final Performance Round Concert, without review, notice or approval by verified Finalists.
- (5) 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)
- (6) Verified Finalist (Solo Artist or Band Leader; Band Leader acting for him/her/themselves and on behalf of the Band; and, if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) 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 Round Video will be attributed to the verified Finalist as identified on his/her/their Contest entry.

- (7) The verified Finalist whose performance in the Final Performance Round Concert has the highest score is the Grand Prize Winner.
- (8) The performance of verified Finalists in the Final Performance Round Concert will be evaluated by a judging panel comprised of Vans representatives and Anderson.Paak (subject to his availability; if Anderson.Paak is not available for any reason, Sponsor's liability will be limited to replacement of Anderson.Paak with another musician as determined by Sponsor in its sole discretion).
- (9) The Grand Prize Winner will be notified via email and must complete, sign and return a Grand Prize Declaration and Release within an indicated time period in order to be verified as the Grand Prize winner.
- (10) The verified 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%].

For both rounds of judging, the evaluation of entries will take place in Costa Mesa, CA USA (and/or another location of Sponsor's sole choosing).

- (2) 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.
- (3) The tabulation of the results of both rounds of the judging are confidential and proprietary to 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 CD Baby, 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 [USD] 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) Fender accessory pack (strings, picks, straps, shirts); (1) Fender musical instrument of Finalist's choosing from list provided by Sponsor (including electric guitars, acoustic guitars, bass guitars or amps); Fender Rep (selected by Finalist and subject to Sponsor's approval) to be assigned for support. Finalist must at all times act in an appropriate, well-behaved and respectful manner toward Fender Rep. Total Approximate Retail Value of Finalist Prize: \$1,100(USD).

**(B) Grand Prize (1)** –, a trip for winner to perform with Anderson.Paak in a concert on 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 Anderson.Paak. Grand Prize also includes Vans/Spotify “Audio Drop” (i.e., inclusion of Finalist and/or its songs in audio ads on Spotify), \$2,500 towards the production of a music video, (1) SJC Drum Kit; (1) 8x12 Rack tom with hanging mount; (1) 16x16 Floor tom with legs; (1) 18x22 Bass drum; (1) Black + White Checkerboard finish; (1) Black + White lugs + hoops. Total Approximate Retail Value of Grand Prize: \$2,575 (USD), and (1) Vans Musicians Wanted Fender guitar. Total Approximate Retail Value of Grand Prize: \$1,500 (USD) (Should actual value of Grand Prize be less than such amount, the difference will not be awarded).

## **9. Prize Restrictions.**

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

- (1) 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. (The preceding also applies to the “Audio Drop” portion of the Grand Prize.)
- (2) Various elements of Finalist Prize may be shipped separately to winner.
- (3) Items included in Fender accessory pack may be subject to availability as to style, size and color.

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

**Grand Prize Winner (if a Band, Band Leader and all Band members taking the Grand Prize trip), as well as the parent/legal guardian of any winner/Band Leader/Band member who is a minor (the parent/legal guardian accompanying any such minor on the prize trip as his/her/their guest; “guest”) each understand and agree that travel is inherently dangerous due to the COVID-19/Coronavirus epidemic/pandemic which is a highly contagious and communicable disease for which there is no known vaccine; and, to the fullest extent permitted by law, each of the foregoing assumes any and all risks of illness or injury which may arise directly or indirectly, in whole or in part, from prize travel. Without limitation, winner/guest 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/guest 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/guest 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/guest release and agree to hold harmless Sponsor, the management and representation of Anderson.Paak (and, to the extent applicable, Anderson.Paak 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 Anderson.Paak (and, to the extent applicable, Anderson.Paak 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 Anderson.Paak (and, to the extent applicable, Anderson.Paak 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/guests 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.

Grand Prize winner/guests further understand and agree that travel to Mexico City may be dangerous due to the prevalence of nonviolent and violent crime in Mexico City; and, to the fullest extent permitted by law, Grand Prize winner/guests expressly assume the risk of personal injury (or even death) and/or loss of property due to such criminal conduct.

- (4)** Grand Prize trip must be taken on dates confirmed by Sponsor so as to attend concert which may be provided to Grand Prize winner with as little as 30 days' advanced notice. (The date 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 of the Grand Prize trip for planning purposes; and, any projected date 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)** As per subsection B above, if Grand Prize winner is a minor in his/her/their jurisdiction of residence, he/she/they must be accompanied by his/her/their parent or legal guardian on the Grand Prize trip. (For the avoidance of doubt, unless Solo Artist Grand Prize winner is a minor, he/she/they will not be allowed to have a guest accompany him/her/them on Grand Prize trip). If Grand Prize winner is a Band, if Band Leader or any Band member is a minor in his/her/their jurisdiction of residence, he/she/they must be accompanied by his/her/their parent or legal guardian on the Grand Prize trip. In all cases, the parent/legal guardian must execute and return a Liability Release and a Publicity Release (where legal), prior to issuance of travel documents.
- (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), including the parent/legal guardian of winner/any Band member who is a minor, 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 Anderson.Paak (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, and Sponsor may seek legal remedies from one or more of such person(s).
- (8) Performance with Anderson.Paak is subject to his availability, production exigencies and other restrictions. During meet-and-greet opportunity, Anderson.Paak may not autograph items or pose for photographs with Grand Prize winner; moreover, for Band Grand Prize winner, Anderson.Paak may autograph items/post for photographs with some – but not all – Band members. Performance will be under the creative control of Anderson.Paak, 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 Anderson.Paak in his sole discretion. Award of performance may also be conditioned upon Grand Prize winner (for Band Grand Prize winner, Band Leader or

Band members; and, if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) signing additional waivers and releases furnished by Anderson.Paak.

- (9) If Grand Prize winner's residence (if winner is a Band, the residence of the Band Leader) is within 150 miles of Mexico City, 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 any and 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) If won by a minor in his/her/their jurisdiction of residence (including if Band Leader is a minor), prize(s) may be awarded to his/her/their parent or legal guardian on his/her/their behalf.
- (3)
- (4) 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.
- (5) Prizes are not transferable and must be accepted as awarded.
- (6) 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).
- (7) Unspecified expenses in conjunction with acceptance and use of prize(s) are the winner's sole responsibility; if winner is a Band, the preceding includes all Band members. For Grand Prize, the preceding includes any and all unspecified expenses in conjunction with prize travel to Mexico City.
- (8) All taxes on value of prize(s) are the winner's sole responsibility. If winner is a resident of Canada or Mexico, taxes may include U.S. foreign withholding tax. Sponsor will issue verified Finalist Prize and Grand Prize winners an IRS 1099 Tax Form (if verified winner is a resident of Canada or Mexico, an analogous form) reflecting the value of Finalist Prize or the aggregate value of the Grand Prize and Finalist Prize (as applicable). Sponsor will also report winner's receipt of prize(s) to



the Internal Revenue Service and other relevant tax authorities as required by applicable law. Winner (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) agrees to fully cooperate with Sponsor relative to its compliance with Internal Revenue Service and other governmental tax reporting requirements, including by completing an IRS W9 Tax Form with their Social Security Number (if verified winner is a resident of Canada or Mexico, an analogous form with like identifier). Band Leader (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) 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; if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) 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 (if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) 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; and, if a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) 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 Anderson.Paak (and, to the extent applicable, Anderson.Paak 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, 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 (including, but not limited to, accessibility and/or availability of Contest Website or the production or broadcast of the Final Performance Round Concert).

- (B) ***For Québec Residents:*** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
- (C) In the event of any inconsistency between the English language version of these Official Rules and the Spanish or French translation of same, the English language version will prevail, govern and control in all respects.
- (D) Sponsor's failure to enforce any provision of these Official Rules in a given instance shall not constitute the waiver of such provision.
- (E) This Promotion is in no way sponsored, endorsed or administered by, or otherwise associated with, Facebook, Instagram or Twitter.
- (F) 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 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, 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; and, 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 the State of California, USA (i.e., without regard to choice of law/conflict of law rules of the U.S. State 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, California USA;
- c. 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; 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), including if entrant is a Band, the members of the Band (including Band Leader) acting individually;
- 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.

**14. Winners' List.** For winners' list, send a self-addressed stamped envelope to "*Vans Musicians Wanted Winners,*" c/o VANS, 1588 South Coast Drive, Costa Mesa, CA 92626 USA ATTN: VANS MUSICIANS WANTED WINNERS. Winners' list

requests must be received by October 14, 2020. Winners' list will be available after October 19, 2020.