

VANS SURVEY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The "VANS SURVEY" Sweepstakes (the "Sweepstakes") is intended for legal residents of the United States of America (USA) or Canada and shall only be construed and evaluated according to U.S. law, and applicable state law. Do not enter this Sweepstakes if you are not located in the USA or Canada at the time of entry. By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning the Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

SPONSOR: The VANS Survey Sweepstakes ("Sweepstakes") is sponsored by Vans, a VF Company ("Sponsor"), 1588 South Coast Drive, Costa Mesa, CA 92626, and is administered by American Sweepstakes & Promotion Co., Inc., 300 State Street Suite 402 Rochester, NY 14614 ("Administrator").

1. ELIGIBILITY: The Sweepstakes is open to legal residents of the USA or Canada who are at least eighteen (18) years of age or the age of majority, whichever is older, in their respective state/province of permanent residence at the time of entry ("Entrant"). Void in the United States Territories and Possessions (including Puerto Rico), elsewhere and where prohibited or restricted by law. Officers, directors, and employees of the Sponsor, Verint ForeSee, Administrator and their respective parent, subsidiary, and affiliate companies, and any other entity involved in the development, administration, promotion, or implementation of the Promotion ("Promotion Entities"), and members of these persons' immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win a prize in the Promotion.

Participation constitutes Entrant's full and unconditional agreement to these Official Rules as well as Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. **VOID ELSEWHERE AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

2. PROMOTION PERIOD: The Promotion starts November 1, 2022 at 12:00:01 am Eastern Time ("ET") and ends on October 31, 2023 at 11:59:59 pm ET ("Promotion Period"). The Promotion consists of twelve (12) separate monthly periodic sweepstakes (individually, "Sweepstakes Period") as set forth in Section 1 of these Official Rules. The Promotion is subject to all applicable federal, state and local laws and regulations. The Sponsor's computer is the official Promotion Period clock.

	<u>Start Dates</u>	<u>End Dates</u>	<u>Drawing Dates</u>	<u>Prizes</u>
			(on or about)	
Entry Period #1	11/1/2022	11/30/2022	12/8/2023	(66) Vans Gift Certificates
Entry Period #2	12/1/2022	12/31/2022	1/8/2023	(66) Vans Gift Certificates
Entry Period #3	1/1/2023	1/31/2023	2/8/2023	(66) Vans Gift Certificates
Entry Period #4	2/1/2023	2/28/2023	3/8/2023	(66) Vans Gift Certificates
Entry Period #5	3/1/2023	3/31/2023	4/8/2023	(66) Vans Gift Certificates
Entry Period #6	4/1/2023	4/30/2023	5/8/2023	(66) Vans Gift Certificates
Entry Period #7	5/1/2023	5/31/2023	6/8/2023	(66) Vans Gift Certificates
Entry Period #8	6/1/2023	6/30/2023	7/8/2023	(66) Vans Gift Certificates
Entry Period #9	7/1/2023	7/31/2023	8/8/2023	(66) Vans Gift Certificates
Entry Period #10	8/1/2023	8/31/2023	9/8/2023	(66) Vans Gift Certificates
Entry Period #11	9/1/2023	9/30/2023	10/8/2023	(66) Vans Gift Certificates
Entry Period #12	10/1/2023	10/31/2023	11/8/2023	(66) Vans Gift Certificates

3. METHODS OF ENTRY: An Entrant may enter using one (1) of following two (2) methods of entry:

A. Entry Method 1: After completing any transaction (including a purchase or return) at a participating VANS retail store or VANS Outlet retail store** (i.e., a physical store location), the customer will receive an invitation to participate in a survey (“Survey”). This invitation will be printed on the VANS store receipt. The customer must log on to the URL provided on the receipt and complete the Survey within seven (7) calendar days from the date of transaction. After completing the Survey, the customer will be asked if he or she wishes to enter the Promotion. (The customer will be asked about entering the Promotion regardless of the content of his/her Survey responses/answers.)

If the customer is an eligible Entrant and wishes to participate in the Promotion, he or she must then enter the requested registration information, which may include, but is not limited to: complete first and last name (initials are not permitted), valid e-mail address, complete street address (P.O. Boxes are not accepted), city, state, ZIP Code, telephone number and birthdate. After entering this information, the Entrant must click on the submit button to receive one (1) entry into the current Sweepstakes Period. Limit one (1) entry per receipt. Purchase or other transaction must be made in-store by October 30, 2023. As long as the purchase or other transaction is made on or before October 30, 2023, Entrants will still have seven (7) calendar days from the date of purchase/transaction to enter the last Sweepstakes Period.

******(For the avoidance of doubt, the Sweepstakes is not offered at authorized dealers/3rd party retailers of VANS products.)

B. Entry Method 2 (alternative method of entry): This entry method is for those who have not made a purchase or other transaction. Under this method of entry, during the Promotion Period, visit https://survey.foreseeresults.com/vans_ss and follow the steps to receive an entry into a Sweepstakes Period, including providing the requested registration information.

Regardless of the method of entry, the entry date will be the date that the Entrant either completes the Survey or receives an entry by the alternative method of entry; for Entry Method 1, not the date on the receipt. Therefore, it is possible for an Entrant to complete a purchase or other transaction during one Sweepstakes Period and receive an entry into the next Sweepstakes Period. Regardless of the method of entry, an Entrant may only enter the Promotion once per calendar day during the Promotion Period. A calendar day starts at 12:00 am ET and ends at 11:59:59 am ET. To be eligible for a Prize, the Entrant must comply with these Official Rules. Each Entrant must be the authorized account holder of a valid e-mail account. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, non-deliverable for any reason, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an Entrant, the authorized account holder of the e-mail address used to enter will be deemed to be the Entrant. "Authorized account holder" is defined as the person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entry constitutes permission (except where prohibited by law) to use Entrant's name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without compensation, notification, permission, or approval.

4. RANDOM DRAWING: On or about each of the Random Drawing Dates below, Administrator will randomly select sixty-six (66) potential winners (each a "Winner") from all eligible entries received during the applicable Sweepstakes Period. Each Winner will

be deemed a potential Winner pending verification of eligibility and compliance with these Official Rules. Entrants must enter during each Sweepstakes Period to be eligible to win a Prize for that Sweepstakes Period. **Entries will not be carried over from one Sweepstakes Period to the next Sweepstakes Period.**

*Purchase or other transaction must be made in-store by October 30, 2023, but customers will still have seven (7) calendar days thereafter (i.e., until November 6, 2023 at 11:59:59 PM ET) to enter the Promotion.

5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:

A. Prizes (66 per Sweepstakes Period): Each Sweepstakes Period, sixty-six (66) Winners will each receive a digital code redeemable at vans.com for the design of a custom pair of shoes valued up to \$85, including shipping (“Prize”). ARV of each Prize is up to \$85. If actual value of prize is less than \$85, winner will not receive the difference in cash or otherwise; but, if actual value of prize exceeds \$85, winner will be solely responsible for such additional cost.

B. Total ARV: The total ARV of all available prizes in each Sweepstakes Period is up to \$5,610.

C. General Conditions on Prizes: Each digital code is subject to the terms and conditions provided therewith. Digital code is not redeemable or exchangeable for cash and must be used within 12 months from date of issuance. Digital code will not be replaced or replenished if it is lost, stolen, damaged, destroyed or used without your permission and will be voided if altered, tampered with, or corrupted. Sponsor is not responsible for lost, stolen or unauthorized use of digital code. Limit one (1) Prize per household for the entire Promotion Period. After winning a Prize, no member of the household may be an eligible Entrant for all the future Sweepstakes Period Random Drawing(s). Prizes are non-transferrable and non-substitutable, except by Sponsor in its sole discretion. Sponsor reserves the right to substitute a similar Prize of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of a Prize are the sole responsibility of Winner. If a Prize is unclaimed within a reasonable time after notification from Sponsor, as determined by Sponsor in its sole discretion, it will be forfeited, and an alternate Winner may be selected from the remaining eligible entries received during the applicable Sweepstakes Period at Sponsor’s sole discretion.

D. Odds of Winning: The odds of winning a Prize depend on the number of eligible entries received during each Sweepstakes Period.

6. WINNER NOTIFICATION AND FULFILLMENT: Potential Winners will be notified on or about the Notification Dates set forth in Section 1 of these Official Rules by e-mail using the contact information provided at the time of entry. If a potential Winner is ineligible for any reason, then the potential Winner will be disqualified and an alternate Winner may be selected from among the remaining eligible entries received during the applicable

Sweepstakes Period. Noncompliance with these Official Rules or the return of any prize/prize notification may result in disqualification and, at Sponsor's discretion, an alternate potential winner may be selected by random drawing from among all remaining eligible entries received during the applicable Sweepstakes Period. Federal, state, and local taxes imposed on Prize are the sole responsibility of each Winner. Administrator will provide the digital code directly to the Winner within approximately 6 to 8 weeks of the Winner notification. Sponsor will attempt to ship the Prize directly to the Winner within approximately 6 to 8 weeks of the valid redemption of digital code at vans.com.

7. CONDITIONS: By entering the Promotion, each Entrant agrees for Entrant and for Entrant's heirs, executors, and administrators (a) to release and hold harmless Promotion Entities and their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such Entrant's participation in the Promotion and/or his/her acceptance, possession, use, or misuse of the Prize or any portion thereof; (b) to indemnify Released Parties from any and all liability resulting or arising from the Promotion and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, excluding only the express warranties provided by Sponsor on its products which are limited to their terms; (c) if selected as a Winner, to the posting of such Entrant's name on Facebook, Twitter or any other social media site and the use by Released Parties of such name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use (except where prohibited by law); and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Promotion itself, and to be bound by all decisions of the Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Promotion in Sponsor's sole discretion.

8. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrants agree to release and hold harmless the Sponsor, YouTube and Administrator (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of the Grand Prize (defined below). Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or

telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. **For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute.**

Except as expressly provided above, IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of a Prize. Released Parties are not liable in the event that any portion of the Sweepstakes is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

RELEASE OF CLAIMS (CALIFORNIA): Entrant acknowledges that there is a possibility that, subsequent to their involvement with the Sweepstakes and adherence to these Official Rules may discover or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known to them at that time may have materially affected their decision to enter this Sweepstakes. Entrants acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, they are assuming any risk of such unknown facts and such unsuspected claims. Entrants acknowledge that they have read these official Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would materially affect his or her settlement with the debtor or released party.”

Entrants expressly waive any and all rights under California Civil Code Section 1542 and under any other federal or state statute or law of similar effect.

9. PRIVACY: Each Entrant agrees that personal data, including but not limited to, name, mailing address, telephone number, and e-mail address may be collected, processed, stored and otherwise used for the purposes of conducting and administering the Promotion and otherwise in accordance with Sponsor's Privacy Policy located at <http://www.vans.com/privacy.html>. Further, this data may also be used by Sponsor to verify an Entrant's identity, postal address and telephone number in the event an Entrant qualifies for any Prize as well as to deliver the applicable Prize. If an Entrant does not provide the required data when requested, that entry will be ineligible for any Prize.

10. ADDITIONAL TERMS: Sponsor reserves the right to permanently disqualify from any promotion any person it believes has intentionally violated these Official Rules. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other acts outside the control of Sponsor will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to Entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Promotion. Promotion Entities are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic (including but not limited to programming) error; or for Entries that are stolen, misdirected, garbled, corrupted, delayed, lost, late, damaged, illegible or returned. Sponsor reserves the right to cancel, modify, or suspend the Promotion or any element thereof (including, without limitation, these Official Rules) without prior notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsor reserves the right to select Winners for affected Sweepstakes Period drawing(s) via random drawing from among all eligible, non-suspect Entries received for affected Sweepstakes Period drawing(s) prior to the time of the event warranting such cancellation, modification, or suspension or otherwise in a manner that is determined by Sponsor in its sole discretion to be fair, appropriate and consistent with these Official Rules. Such notice shall be posted in-store, at the URL indicated on the receipt and at http://survey.foreseeresults.com/vans_ss. In no event will more Prizes be awarded than are stated in these Official Rules. Sponsor may prohibit any Entrant or potential Entrant from participating in the Promotion, if such Entrant or potential Entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other Entrant, Sponsor, or Sponsor's agents or representatives, including but not limited to the Promotion Entities; or behaves in any other disruptive manner (as determined by Sponsor in its sole discretion). **CAUTION:** Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of the

Promotion is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent permitted by law, including criminal prosecution. In the event of such a dispute or in the event a dispute arises regarding a specific individual and his/her eligibility to receive a prize, entries will be declared made by the authorized account holder of the email address submitted at the time of entry and any damage made to the web site will also be the responsibility of the authorized account holder. Released Parties are not responsible for any technical, mechanical, printing, typographical, human or other error relating to or in connection with the Promotion, including, without limitation, errors which may occur in the administration of the Promotion, the processing of entries, the announcement of any prize or in any Promotion-related materials; or for any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Promotion.

11. DISPUTES: To the fullest extent permitted by law, you agree that: A. any and all disputes regarding the Promotion or these Official Rules shall be governed by the internal, substantive law of the State of California (i.e., without regard to choice of law/conflict of law rules of California or of any other jurisdiction); B. you are subject to the personal and exclusive jurisdiction of the courts of the United States District Court for the Central District of California or California state court situate in Orange County, California; C. you waive any right of change of venue, inconvenient forum or the like; D. any action will be brought by you individually (NOT as part of a class action); E. your recovery in any such action is limited to actual costs involved in participating in the Promotion (if any), with all rights to attorneys' fees and any and all damages (including special, compensatory, punitive, consequential damages) or other forms of relief being expressly waived; and F. the statute of limitations for asserting any claims shall be a period of one (1) year from the end date of the Promotion Period.⁸

12. WINNERS LIST: For a list of Winners in the Promotion, send a self-addressed, stamped business size envelope to: VANS Survey Sweepstakes Winners List Request, 300 State Street Suite 402, Rochester, NY 14614. Requests must be received by February 15, 2024. © 2022 Vans, a VF Company. All rights reserved.