

Revised Draft

JANSPORT FIND YOUR FREEDOM CONTEST

Sponsored by: JanSport, a division of VF Outdoor, LLC, 2601 Harbor Bay Parkway, Alameda, CA 94502 (“JanSport” or “Sponsor”).

NO PURCHASE NECESSARY.

Open only to legal residents of the United States, 13 years of age or older, who have an Instagram account prior to June 1, 2019. Offered only in the United States. Void where prohibited by law.

IF YOU ARE A MINOR IN YOUR JURISDICTION OF RESIDENCE – GENERALLY, UNDER THE AGE OF 18 - OBTAIN THE PERMISSION OF YOUR PARENT OR LEGAL GUARDIAN BEFORE ENTERING THE CONTEST.

1. **Contest Schedule.** Contest begins June 1, 2019 at 12:00:01 a.m. Pacific Time (PT) and ends July 20, 2019 at 11:59:59 p.m. PT (“Contest Period”). The Contest Period consists of three (3) Entry Periods as follows:

Entry Period I: June 1, 2019 – June 25, 2019

Entry Period II: June 26, 2019 – July 10, 2019

Entry Period III: July 11, 2019 – July 20, 2019

{Entry Period I starts at 12:00:01 a.m. PT and ends at 11:59:59 p.m. PT. Entry Periods II and III start at 12:00:00 a.m. PT and end at 11:59:59 p.m. PT.}

2. **Contest Theme.** Tell us how you “Find Your Freedom,” whether it’s traveling on a new adventure, exploring the city, taking part in your favorite hobby, or otherwise.
3. **To Enter.**
 - (a) Log into your public (not private) Instagram account and post your original photo along with the hashtags #FreedomFound and #Contest** as well as tagging @jansport (i.e., the official JanSport page on Instagram). If you like, your photo may be accompanied by an original caption; while not required, inclusion of a caption is strongly advised as the judges will review photos as well as the accompanying captions in determining the prize winners (see Rule 7 below).
 - (b) Be sure to configure your Instagram privacy settings – including following @jansport, if you have not done so already – so that JanSport can contact you if your entry is selected as a potential prize winner.

- (c) IN ENTERING, YOU (IF A MINOR IN YOUR JURISDICTION OF RESIDENCE, YOUR PARENT OR LEGAL GUARDIAN) ACKNOWLEDGE THAT YOU/YOUR PARENT OR LEGAL GUARDIAN HAVE READ, UNDERSTAND AND AGREE TO THESE OFFICIAL RULES. DO NOT PARTICIPATE IN THE CONTEST WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

****THE HASHTAGS #FreedomFound and #Contest MUST BE INCLUDED IN THE POSTED PHOTO/CAPTION (IF ANY). USE OF THE HASHTAGS SERVES TO DISCLOSE TO THE PUBLIC THAT YOUR ORIGINAL PHOTO/CAPTION WAS CREATED IN CONJUNCTION WITH YOUR PARTICIPATION IN A PROMOTIONAL CONTEST SPONSORED BY JANSPOURT TO ADVERTISE ITS BACKPACKS, BAGS AND OTHER PRODUCTS.**

4. Entry Restrictions.

- (A) **All entries must be received by 11:59:59 p.m. PT on July 20, 2019, subject to the Entry Period I and II deadlines as set forth in Rule 1 above.**
- (B) **By participating in the Contest, you (if a minor in your jurisdiction of residence, your parent or legal guardian) agree to these Official Rules and Sponsor's decisions, which are final and binding in all respects and not subject to appeal.**
- (C) Personal information provided when entering the Contest will be used in accordance with JanSport's privacy policy accessible at <https://www.jansport.com/customer-service/privacy-policy.html>. You (if a minor in your jurisdiction of residence, your parent or legal guardian) are advised to carefully review JanSport's privacy policy **prior to** entering the Contest.
- (D) **There is a limit of one (1) entry per person per Entry Period. Each photo/caption (if any) submitted as an entry must be unique. DO NOT SUBMIT THE SAME PHOTO/CAPTION FOR MORE THAN ONE (1) ENTRY PERIOD. Violation of the entry limit will result in only the initial entry (i.e., photo/caption) being accepted; however, should Sponsor determine in its sole discretion that a given person has repeatedly, egregiously or blatantly violated the entry limit, ALL entries/photos/captions will be declared void and the person submitting such entries/photos/captions will be disqualified from the Contest and perhaps future contests/sweepstakes/promotions offered by JanSport.**
- (E) Receipt of your entry *may* be acknowledged by Sponsor; such acknowledgment may include JanSport commenting on your photo/caption. Any such acknowledgment shall not constitute any representation as to

Contest eligibility, notice of selection as a potential prize winner, nor is it otherwise binding upon Sponsor. Further, should Sponsor elect to re-post a person's photo/caption on @jansport, www.jansport.com (or elsewhere), such action shall also not constitute any representation as to Contest eligibility, notice of selection as a potential prize winner, nor is it otherwise binding upon Sponsor. (See also Rule 6 below.) Proof of posting of photo/caption on Instagram does not constitute proof of receipt or proof of entry.

(F) Photo/caption must be created solely by the entrant individually him/herself. Joint, group, team or collaborative submissions will NOT be accepted. Without limiting the foregoing, a minor cannot be assisted by a parent, legal guardian or other third party in the creation of his/her photo/caption. Once submitted, a photo/caption cannot be modified, amended or supplemented by entrant.

(G) Use of automated or programmed means of participation in the Contest is prohibited and will result in automatic disqualification. Should more than one (1) person claim to have submitted a given entry/photo/caption, Sponsor shall resolve such dispute by determining the entry/photo/caption to have been made by the authorized owner of the e-mail account associated with the Instagram account used to enter the Contest. The authorized owner is the natural person assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

(H) Standard message and data rates and/or wireless Internet access charges may apply when participating in the Contest. You (if a minor in your jurisdiction of residence, your parent or legal guardian) may be charged by your wireless carrier in conjunction with Contest entry. Be sure to check your wireless carrier's pricing plan BEFORE participating in the Contest. Wireless Internet access may not be available in all areas.

5. Additional Entry Restrictions- Content of Photo/Caption.

Photo/caption will NOT be eligible for Contest entry if Sponsor determines in its sole discretion that the photo/caption:

(A) is not entirely original and violates or infringes upon the rights of any party (including copyright, trademark, right of privacy, right of publicity), including the rights of third party entities-

[i] Do NOT use third party materials in your photo/caption. This includes third party brand names and logos; content from books, movies, shows, television commercials or other third party literary/artistic works.

[ii] Do NOT include any other individuals in your work (even incidentally) without their written consent. This includes celebrities, athletes and other public figures as well as any other persons‡;

(B) is inappropriate, obscene, hateful or otherwise unfit for publication;

(C) advocates the use of alcohol or drugs, acts of violence, dangerous stunts, reckless behavior or illegal conduct;

(D) disparages or damages the goodwill and/or business reputation of Sponsor, JanSport products or the endorsers of same;

(E) is not truthful; and

(F) is not related to the Contest theme of how you “Find Your Freedom.”

‡ Sponsor reserves the right to condition eligibility upon a potential winner furnishing adequate proof of such third party consent(s) to Sponsor, at its request. And, failure of a potential winner to provide any such consent(s) or if the tendered consent(s) are determined by Sponsor in its sole discretion to be inadequate or unreliable will result in disqualification of such potential winner and selection of an alternate potential winner for the applicable Entry Period as per Rule 7 below.

Sponsor further reserves the right to petition Facebook, Inc./Instagram to remove from the Instagram social media platform a photo/caption that Sponsor has determined is in violation of the preceding content restrictions without providing advanced notice to the person posting same.

6. Grant of Rights in Photo/Caption.

In submitting a photo/caption as an entry in the Contest, you (if a minor in your jurisdiction of residence, your parent or legal guardian) grant 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 the photo/caption, and your name, photograph, image, likeness, voice, biographical information and/or any other indicia of your persona 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 you (if you are a minor in your jurisdiction of residence, or to your parent or legal guardian). The preceding grant of rights is subject to any rights retained by Facebook, Inc./Instagram in the Instagram social media platform, to the extent applicable.

You (if a minor in your jurisdiction of residence, your parent or legal guardian) further (a) waive any “*Droit Moral*,” “Moral Rights of Authors” or similar natural rights of ownership you (if a minor in your jurisdiction of residence, your parent

or legal guardian) may have in the photo/caption and (b) agree, upon the request of Sponsor and without compensation of any kind, to execute any additional documents so as to effect, record or perfect the grant of rights contemplated by this section.

You (if a minor in your jurisdiction of residence, your parent or legal guardian) also understand and agree that (a) Sponsor has wide access to ideas, stories and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/stories/literary/artistic materials may be competitive with, similar to (or even identical to) the submitted photo/caption and that Sponsor shall have no liability to you (if a minor in your jurisdiction of residence, or to your parent or legal guardian) or any third party in conjunction therewith; and (b) Sponsor does not have any duty of confidentiality or other fiduciary duty to you (if a minor in your jurisdiction of residence, or to your parent or legal guardian) relative to your photo/caption.

SPONSOR MAY RE-POST SUBMITTED PHOTOS/CAPTIONS IN A “GALLERY” ON THE JANSPORT INSTAGRAM ACCOUNT, THE JANSPORT WEBSITE AND PERHAPS ELSEWHERE. IN SUCH CASE, ANY RE-POSTED PHOTO/CAPTION REPRESENTS SOLELY THE VIEWS/OPINIONS OF THE APPLICABLE PROSPECTIVE ENTRANT AND DOES NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR IS MERELY ENCOURAGING PERSONS TO PROVIDE CONTENT REGARDING THE CONTEST THEME OF “FIND YOUR FREEDOM”; AND, SPONSOR DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH THE CONTENT OF ANY SUCH PHOTO/CAPTION INCLUDING MONITORING, FILTERING OR MODERATING PHOTOS/CAPTIONS. SPONSOR WILL NOT EDIT OR MODIFY PHOTOS/CAPTIONS SUBMITTED FOR THE CONTEST IN CONJUNCTION WITH THE ADMINISTRATION OF THE CONTEST.

7. Selection Of Winners.

(A) For each Entry Period, Sponsor will evaluate all eligible entries (i.e., photos/captions) using the following equally weighted judging criteria, taking into account the age of the entrant: creativity; originality; effectiveness of entry in capturing the theme of “Find Your Freedom.” In the event of a tie, an additional judge will review the tied entries as per the aforementioned criteria so as to determine the potential winner(s) for a given Entry Period.

(B) Entry Period judging will take place on or about the following dates:

Entry Period I: June 26, 2019
Entry Period II: July 11, 2019
Entry Period III: July 23, 2019

Non-winning entries WILL be retained for subsequent Entry Period(s), as applicable.

(C) Potential winners will be notified by private message from @jansport. Potential winner (if a minor in his/her jurisdiction of residence, his/her parent or legal guardian) will be required to complete, sign and return a Declaration of Eligibility, a Liability Release and a Publicity Release (where lawful) and perhaps additional documents (e.g., confirmation of grant of rights in entry), within 10 days of date of notification. In the event of noncompliance with these requirements, if potential winner cannot be reached for any reason (including failure to timely receive or receive at all or respond to notification for any reason, including, potential winner's privacy settings not being configured so as to accept private messages from Sponsor or such private messages being delayed, filtered or otherwise impeded by the Instagram social media platform in any respect) or if potential winner is determined to be ineligible or otherwise in violation of these Official Rules, he/she shall be disqualified and forfeit the prize without compensation of any kind. In case of prize forfeiture, an alternate winner will be selected from among all remaining eligible entries (i.e., photos/captions) received for the applicable Entry Period, as set forth above.

8. **Prizes.** (15 in total, 5 per Entry Period). \$60 coupon code redeemable for product purchases at www.jansport.com. Coupon code expires December 31, 2019. **Coupon code is good for one-time use only; if not used in full, any remaining value on coupon code is forfeited.** Coupon code is not a gift card. Additional terms and conditions may apply to coupon code; such terms and conditions (if any) will be provided along with coupon code. If won by a minor, Sponsor may award the prize to or in the name of minor's parent or legal guardian. No prize substitution or redemption for cash. Prizes are not transferable. All applicable taxes and unspecified expenses in conjunction with prize acceptance/use are prize winner's sole responsibility. Limit of one (1) prize per person.
9. **Releases.** Where legal, by accepting prize, winner (if a minor in his/her jurisdiction of residence, his/her parent or legal guardian) agrees to the use of winner's name, likeness, photo, voice, biographical information, image and other indicia of persona for advertising/publicity/trade purposes by Sponsor and its designees without further compensation or notice. By participating, entrant (if a minor in his/her jurisdiction of residence, his/her parent or legal guardian) releases and agrees to hold harmless Sponsor, its parent, affiliates and subsidiaries, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations, as well as Facebook, Inc./Instagram, from any and all liability arising from the Contest. The preceding includes but is not limited to damage to mobile device (or information/data stored thereon) used by an individual to participate in the Contest.

10. Conditions of Participation. Employees, officers and directors of Sponsor, its parent, affiliates, subsidiaries and agencies are not eligible to enter the Contest or win a prize. Sponsor's computer is the official clock for the Contest. Sponsor is not responsible for entries/photos/captions 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, filtering by Instagram or other operation of the functionality of the Instagram social media platform or any other error/malfunction/failure of any kind which interferes with the advertising/offering of the Contest in any respect (including, but not limited to, winner notification that is not timely received or received at all, for any reason). Sponsor's failure to enforce any provision of these Official Rules in a given instance shall not constitute the waiver of such provision. Tampering with the Contest as well as interfering with the intended operation of the Contest or seeking to defraud Sponsor in conjunction with its offering of the Contest will result in disqualification (if applicable); and, Sponsor may prohibit a person determined to be engaged in such activities from participation in future sweepstakes or contests sponsored by JanSport, and/or pursue legal sanctions against such person. **This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.**

11. Force Majeure. If Sponsor determines in its sole discretion that the Contest – in whole or in part – cannot be conducted as originally planned due to any cause beyond its control (e.g., computer virus/bug, tampering, fraud, natural disaster, riot, strike), Sponsor may cancel, modify or suspend the Contest and make the prizes available to be won for affected Entry Period(s) based on its evaluation of all eligible entries (i.e., photos/captions) received for affected Entry Period(s) 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 @jansport.

12. Dispute Resolution/Choice of Law. To the fullest extent permitted by law, you (if a minor in your jurisdiction of residence, your parent or legal guardian) agree 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) you (if a minor in your jurisdiction of residence, your parent or legal guardian) are subject to the personal and exclusive jurisdiction of the United States District Court for the Northern District of California or California State court situate in Alameda County, California;

(c) you (if a minor in your jurisdiction of residence, your parent or legal guardian) waive any right of change of venue, inconvenient forum or the like;

(d) any action will be brought by you (if a minor in your jurisdiction of residence, your parent or legal guardian) 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 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.

13. Winners' List. For winners' list, send an e-mail to js_customer_services@vfc.com, with "*JANSPORT Find Your Freedom Contest Winners*" in the subject line. Winners' list requests must be received by August 5, 2019 at 5:00:00 p.m. PT. Winners' list will be available after August 20, 2019.