

## **OFFICIAL RULES**

### **BLACK SPARROW PRESENTS/SPARROW HOUSE**

#### **“#TMNThouseofvans – Instagram Contest”**

**NO PURCHASE NECESSARY. INTERNET ACCESS REQUIRED.**

**House Of Vans x Teenage Mutant Ninja Turtles - Instagram Contest (“Contest”)** is open only to legal residents of the United Kingdom who are at least 18. Employees, officers and directors and the immediate family members (parents, children, siblings, spouse) wherever they may live and others living in the same household (whether related or not) of such employees/officers/directors of Black Sparrow Limited / Sparrow House Limited (“Sponsor”), its parent company, subsidiaries, affiliates, and their advertising, Contest or production agencies are not eligible to enter or win a prize.

**THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM. YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO THE SPONSOR AND NOT TO INSTAGRAM.**

A purchase or payment of any kind will not improve your chances of winning. This Contest is governed by these official rules (“Official Rules”). By submitting an entry, each entrant agrees to the terms of the Official Rules and warrants that his/her entry complies with all requirements set out in the Official Rules.

#### **1. SPONSOR:**

This Contest is sponsored by Black Sparrow Limited / Sparrow House Limited (“House of Vans” or “Sponsor”), a private limited company registered in England with its principal place of business at 214 Jacquard Court, 32 Bishops Way, London E2 9HB, England.

#### **2. ELIGIBILITY:**

The Contest is open solely to legal residents of UK who are eighteen (18) years or older. Employees of the Sponsor, its subsidiaries and affiliates as well as their immediate families and the agencies associated with this Contest are ineligible to enter the Contest or win any prize.

#### **3. TIMING:**

The Contest begins on or about 14:00pm British Summer Time (“BST”) on October 11<sup>th</sup> 2014 and ends 13:59:59pm on October 15<sup>th</sup> 2014 (“Contest

**Period**”). The Administrator’s computer is the official clock for this Contest. The Contest’s phases are detailed in the chart below. Five (5) winners will be determined during the Contest Period:

Contest Period	Entry Begin Date (at 14:00 pm BST)	Entry Date (at 13:59 pm BST)	Deadline	Finalists Determination Date
Week	October 11 2014	October 15, 2014		October 15, 2014

#### **4. HOW TO ENTER:**

Entrants must visit and follow the official Instagram profile of House of Vans London (@Houseofvansldn) and follow the Contest instructions. Entrants must have a valid Instagram account and must upload to their own personal Instagram profile one or more videos or photos containing “#TMNThouseofvans” , “#houseofvans” and @Houseofvansldn within the Contest Period declared each week. If these terms are not included in the Instagram content, the entry will be disqualified. To enter, please upload an original video or photo expressing your creativity and idea of “Brotherhood” as applied to the “Teenage Mutant Ninja Turtles: The Legend of the Yokai”. Videos and photos will be subject to the restrictions set forth in section 4 below.

**BY PARTICIPATING, YOU AGREE TO ABIDE BY AND BE BOUND BY THESE OFFICIAL RULES AND ALL DECISIONS OF THE SPONSOR, WHICH ARE FINAL AND BINDING IN ALL RESPECTS AND NOT SUBJECT TO APPEAL.**

The Sponsor reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry, which is not in accordance with these conditions of entry. Entries submitted will be deemed to have been submitted by the authorized account holder of the Instagram account used at the time of entry. Any mechanical reproductions or automated Entries are prohibited, and any use of such automated devices will cause disqualification. The Sponsor accepts no responsibility for entries not successfully completed due to a technical fault.

#### **5. RESTRICTIONS AS TO ENTRIES.**

**(a) About Videos and Photos.** You may include other persons in the video and/or photo as long as you have their written permission (if a minor, the permission of their parent/legal guardian is required). If other persons are included in the video

and/or photo, be sure to identify yourself. If you are not the video/photo maker, you must have the written permission of the video/photo maker. **DO NOT COPY – IN WHOLE OR IN PART - THE WORKS OF OTHERS.** Video and photos cannot include any content not owned, licensed or otherwise lawfully used by the entrant; if the Sponsor, in its sole discretion, suspects that the entry/video/photo does not comply with this requirement such that it may violate or infringe upon the intellectual property or other rights of any third party (including but not limited to rights of publicity, privacy, trademark, copyright, libel, defamation or slander), entrant submitting such entry will be disqualified. Entrants whose videos and/or photos, in the sole discretion of the Sponsor, are determined to be inappropriate or unfit for publication will also be disqualified. By way of example only, inappropriate videos and/or photos feature nudity, discriminatory content, racist content or acts of violence. Entrant may also be disqualified if the Sponsor determines, in its sole discretion, that video and/or photo intends to promote a commercial/business enterprise, a charity, political, religious cause or any cause other than the Contest theme as set forth in Rule 3 above. Videos and photos must not have been previously published (on-line or elsewhere or submitted to another competition or contest). No joint/group entries. Once submitted, the entry (including video and photos) cannot be modified, edited or amended by the entrant. If the entrant chooses to remove any video or photo from the Contest application, the entry will be deemed invalid, and will not qualify for the Contest. Receipt of entries may be acknowledged by the Sponsor, but such acknowledgment does not constitute any representation that entry is eligible for the Contest.

**(b) Restrictions – Posting of Videos/Photos.** The Sponsor will conduct an initial review of entries/videos/photos so as to make a preliminary, non-binding determination as to their eligibility and compliance with these Official Rules. The Entrant releases and agrees to hold harmless the Sponsor from any and all liability associated with posting (or, conversely, non-posting) of video and/or photo on House Of Vans Instagram page, including his/her express acknowledgment that (a) posting of a video and/or photo does not constitute any representation by the Sponsor as to Contest eligibility or compliance with these Official Rules; (b) the video and/or photo as posted may differ from the video and/or photo submitted by entrant, and may not be viewable at all times, due to technological limitations/malfunctions/errors or other causes; (c) videos and/or photos may be displayed on House Of Vans page in any pattern, sequence or format, and such pattern/sequence/format may or may not be rotated or varied, in the Sponsor's sole discretion; (d) video and photo will be attributed to entrant as follows (First Name, Last Initial; Village / Town / City), with all other aspects of the attribution (such as, prominence and placement) being at the Sponsor's sole discretion. **FOR ALL VIDEOS AND/OR PHOTOS POSTED ON HOUSE OF VANS INSTAGRAM ACCOUNT, THE VIDEOS AND/OR PHOTOS REPRESENT SOLELY THE**

VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF HOUSE OF VANS OR THE SPONSOR IN ANY MANNER. THE HOUSE OF VANS AND THE SPONSOR IS ACTING AS A PASSIVE CONDUIT FOR THE POSTING/PUBLICATION OF VIDEOS AND/OR PHOTOS AND HAS NO OBLIGATION TO AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH SCREENING, MONITORING OR REVIEWING THE CONTENT OF VIDEOS/PHOTOS.

**(c) License Rights. By participating, entrant grants Sponsor and its agents an unlimited, irrevocable, perpetual, world-wide, royalty-free, and exclusive license to the Sponsor, to use, reproduce, adapt, edit and modify and/or publish, distribute, publicly perform and publicly display and create derivative work of the entries (along with name credit) in connection with the Contest, in any media now or hereafter known, including, but not limited to: display at a potential exhibition of winners; publication online highlighting entries and winners of the Contest. Entrants consent to the Sponsor doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Sponsor shall not be required to pay any additional consideration or seek any additional approval in connection with such use.**

**(d) No Confidential Relationship/Entry May Be Similar To the Sponsor's Own Material. The Entrant further expressly acknowledges that the Sponsor does not owe him/her a duty of confidence (or fiduciary duty or the like) with regard to his/her video or photo and that the Sponsor has wide access to ideas, stories, videos, photos and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/stories/videos/photos/literary/artistic materials may be competitive with, similar to (or even identical to) the video and/or photo submitted by entrant and that Sponsor shall have no liability to entrant or any third party in conjunction therewith.**

## **6. JUDGING CRITERIA.**

During the Contest Period all eligible entries will be judged by a panel of judges composed of three (3) of the Sponsor's employees. The panel of judges selected by the Sponsor will collectively select five (5) winners based on the following criteria: (1) Interpretation of the Contest theme (50%); (2) Creativity and Video/Photo quality (50%) (collectively, the "**Judging Criteria**"). Determination of the winners of the Contest will be subject to verification and compliance with the Official Rules and other instructions of the Sponsor set forth herein.

## **7. PRIZES: Approximate Retail Value (“ARV”).**

There will be five (5) Prizes during the Contest Period. The five (5) winners of Contest will receive a pair of tickets each (no physical ticket) for the screening of ‘Teenage Mutant Ninja Turtles’ at House of Vans on Thursday 16<sup>th</sup> of October. No prize transfer will be allowed. No prize substitution, except at the Sponsor’s sole discretion due to unavailability of prize for any reason and only then for prize of comparable value. Any unspecified expenses relative to acceptance/use of prize and any applicable taxes on the prize are the sole responsibility of winner and winner’s receipt of the prize will be reported to governmental authorities if required by applicable law. **Limit of one (1) prize per person.**

## **8. WINNER NOTIFICATION.**

Potential winners will be notified by private message on their Instagram account, or by such other method as solely determined by the Sponsor in its sole discretion on or about one (1) business day after the Contest Period. Failure to respond to the initial notification as directed in the notification within one (1) business day after notification or return of notification as undeliverable after two (2) attempts will result in disqualification.

The winner may be required to sign and return a declaration of eligibility, a liability release and a publicity release within indicated time period. Failure to comply with this requirement or if prize notification is returned as undeliverable or winner otherwise cannot be contacted will result in forfeiture of prize, with an alternate winner being selected.

Sponsor’s failure to enforce any provision of these Official Rules shall not constitute a waiver of such provision. Should a court of competent jurisdiction find any provision of these Official Rules to be invalid, illegal or unenforceable, such determination will not affect the validity, legality or enforceability of the balance of these Official Rules and the invalid/illegal/unenforceable provision will be replaced with a substitute provision that is valid, legal and enforceable and most closely mirrors the original intention of the Sponsor.

## **9. RELEASES.**

**The Entrant releases and agrees to hold harmless BLACK SPARROW PRESENTS/SPARROW HOUSE, its parent company, affiliates, subsidiaries,**

**Contest/marketing agencies, Instagram and the directors, officers, agents, shareholders, representatives, employees, successors and assigns of any of the above entities, from any and all liability associated (directly or indirectly, in whole or in part) with entrant's participation in the Contest, entrant's participation in any Contest-related activity and receipt, acceptance, possession or use/misuse of prize. By accepting prize, where permitted by law, winner grants Sponsor the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising, trade and Contest purposes without additional compensation, and without review, approval or further notice.**

## **10. LIMITATIONS OF LIABILITY.**

No responsibility is assumed by the Sponsor for lost, late, incomplete, irregular, damaged, garbled, corrupted, misdirected or illegible entries (including videos and photos) and all such entries are void. Sponsor further assumes no responsibility for (a) any computer, telephone, cable, satellite, network, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled or jumbled transmissions, service provider/Internet/web site/use net accessibility or availability, traffic congestion or unauthorized human intervention; or (b) any incorrect, incomplete or inaccurate information, whether caused by web site users or by any of the equipment or programming associated with or utilized in the Contest; or (c) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to any web site or e-mail address/account. The Sponsor is not responsible for injury or damage to participants' or any other person's computer related to or resulting from participating in this Contest or downloading/uploading materials from/to any web site or e-mail address/account. *Force Majeure.* If, for any reason, the Contest (or any part thereof) is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of the Sponsor which, in the sole opinion of the Sponsor, could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or any part thereof), the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and conduct the Contest and select prize winners in a manner which is fair, equitable and in accordance with these Official Rules, as determined by the Sponsor in its sole discretion. Notice of such action by the Sponsor will be posted on the House of Vans instagram page

and on [www.houseofvanslondon.com](http://www.houseofvanslondon.com).

## **11. PRIVACY NOTICE.**

The Sponsor may collect personal data when you enter the Contest. Entering the Contest constitutes your permission for the Sponsor and its affiliated companies to maintain the data in connection with the administration of the Contest. The data is collected to maintain a record of those who have entered the Contest and to contact potential winners. Personal data may also be transferred to recipients located outside of the European Community. Entrants have the right to access, review, rectify or cancel any personal data by the Sponsor's privacy practices, please review our privacy policy at <http://www.houseofvanslondon.com>

## **12. DISPUTE RESOLUTION/GOVERNING LAW**

**To the fullest extent permitted by law, by participating in the Contest, you agree that: (a) any action at law or in equity arising out of or relating to these Official Rules or the rights and obligations of any entrant and/or the Sponsor, shall be filed in either the courts of London, England and you hereby consent and submit to the exclusive jurisdiction of such courts for the purposes of litigating any such action (b) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, and/or the rights and obligations of any entrant and/or the Sponsor, shall be resolved individually, without resort to any form of class action, and (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any), including costs associated with participating in this Contest but in no event legal fees; and (d) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket expenses (if any), and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and/or The Sponsor shall be governed by and construed in accordance with the laws of England without giving effect or regard to any principles or doctrines of conflicts of law/choice of law of England or of any other jurisdiction.**