

**#WALLABEE WEDNESDAY CONTEST  
OFFICIAL RULES (JAMAICA)**

Void outside Jamaica and where prohibited. Do not proceed to enter if you are not at least **18** years of age, a legal resident of, and located within, Jamaica. By participating, you agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this contest. This Contest (defined below) is in no way sponsored, endorsed or administered by, or associated with Instagram or any other social media platform. By entering this Contest, you understand that you are providing your information to sponsor and not to Instagram.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT AFFECT THE OUTCOME OF THIS CONTEST.

**CONTEST PERIOD:** The #WallabeeWednesday Contest (“Contest”) begins at **12:00AM GMT on October 2, 2019** and ends at **11:59PM GMT on December 10, 2019** (“Contest Period”) and consists of monthly entry periods (each a Monthly Entry Period”) as outlined below:

Monthly Entry Period	State Date 12:00AM GMT	End Date 11:59PM GMT	Approximate Winner Selection Date
1	October 2, 2019	October 8, 2019	October 9, 2019
2	November 6, 2019	November 12, 2019	November 13, 2019
3	December 4, 2019	December 10, 2019	December 11, 2019

SPONSOR: C. & J. Clark International Limited, 40 High Street, Street, Somerset BA16 0EQ (“Sponsor” or “Clarks”).

**HOW TO ENTER:** During the Contest Period, there is one (1) way to enter:

**Instagram:** Using your web-enabled mobile device, launch the Instagram Application and follow @clarksoriginals on Instagram. Then, using your mobile device, capture and upload to Instagram one (1) photo that shows your Clarks Wallabees—including the hashtags #wallabeewednesday, #jamaica, #contest and tagging @clarksoriginals to receive one (1) entry (“Entry”) into the applicable Entry Period. All photos must be original. There is no cost to enter. Entries generated by script, macro or other automated means or practices, or by any means which subvert the entry process will be void. All Entries must be received by the end dates and times above to be eligible for the applicable Entry Period. An Instagram account is required to enter this Contest and is available for free at <http://instagram.com>.

Note: You must have a wireless service plan for your web-enabled mobile device with your wireless service provider and a device that supports the Instagram application to enter this Contest. Data rates may apply. See your wireless service provider for pricing plan details and capabilities.

**ENTRY REQUIREMENTS:** Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous;
- promotes any particular political agenda or message;

- is obscene or offensive; endorses any form of hate or hate group; defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, except for elements which may only be used for this Contest in accordance with these Official Rules);
- contains any personal identification, such as personal names, license plate numbers, street addresses or e-mail addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), except for elements which may only be used for this Contest in accordance with these Official Rules);
- contains materials embodying the names, likenesses, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains any individual other than the entrant, without permission;
- communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- violates any law.

Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, entrant acknowledges and agrees that Sponsor may obtain many Entries in connection with this Contest and/or other promotions staged and/or promoted by the Sponsor, and that such Entries may be similar or identical in theme, idea, format or other respects to other Entries submitted in connection with this Contest and/or other promotions sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant waives any and all claims entrant may have had, may have, and/or may have in the future, that any Entry and/or other works accepted, reviewed and/or used by the Sponsor may be similar to his/her Entry, or that any compensation is due to entrant in connection with such Entry or other works used by Sponsor.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on any Clarks' Instagram accounts or other Clarks owned websites or social media pages. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry and reserve the right to remove any posted Entry for any reason and at any time.

By submitting your Entry, you agree that your Entry conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify your Entry for any reason, including if it determines, in its sole discretion, that your Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

**LIMIT:** any number of Entries may be submitted via Instagram per person and per Instagram account throughout the Contest Period.

**ELIGIBILITY:** This Contest is open to legal residents of Jamaica, **18** years of age or older, who have a web-enabled mobile device, wireless service plan and the Instagram application at time of entry. Employees of Sponsor and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Contest and each of their respective parents, agents, affiliates, subsidiaries, and advertising and promotion agencies, and their immediate family members (regardless of where they reside) or household members, whether or not related, are not eligible to enter or win. "Immediate family members" shall mean spouses, parents, step-parents, children, step-children, siblings, step-siblings, and their respective spouses. "Household members" shall mean people who share the same residence at least three months a year.

**WINNER DETERMINATION:** On or about the above-stated Winner Selection Dates, all eligible Entries received by Sponsor during each Monthly Entry period will be judged by a panel of three (3) qualified judges based on the following criteria: 40% creativity of photo, 30% aesthetic quality of photo and 30% alignment of photo to the Clarks Originals brand image. The one (1) Entry with the highest total score will be deemed the potential winner. In the event of a tie, an additional, "tie-breaking" judge will determine the potential winner based on overall theme and quality of the photo.

**WINNER NOTIFICATION:** Potential winner will be notified via Instagram direct message and/or a comment on the winning photo. Within twenty-four (24) hours of notification, each potential winner will be required to send an email including his/her full name, shoe size, and mailing address to the Sponsor at the designated email address included in the direct message or comment, unless the prize will be forfeited and an alternate winner may be selected for the applicable Entry Period in Sponsor's sole discretion. Potential winner may be required to complete and return an Affidavit of Eligibility, Release of Liability/Publicity and such other documentation as may be deemed necessary by the Sponsor within ten (10) calendar days of date of notification or a runner-up winner for the applicable Entry Period may be notified. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, Sponsor is unable to contact a potential winner within a reasonable time period or a potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, a runner-up winner for the applicable Entry Period may be notified.

**PRIZES:** Three (3) Grand Prizes (one (1) per Monthly Entry Period): a pair of Clarks Wallabees from our main range selection, not from a collaboration. ARV US\$150. Total ARV of Prizes: US\$450.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winner may not substitute, assign or transfer a prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. Winner is responsible for all applicable taxes and customs duties, if any, as well as any other costs and expenses associated with prize acceptance and use not specified

herein as being provided. The awarding of any prize is contingent upon full compliance with these Official Rules. All prize details are at Sponsor's sole discretion.

**PRIVACY:** When you enter the Contest, we may collect personally identifying information about you, including your name, Instagram username, mailing address and email address. Your information will not be sold or rented to third parties. Incomplete Entries are void. For more information about how Sponsor uses the information you provide, see Sponsor's privacy policy at <https://www.clarks.co.uk/privacy-policy> (UK) and <https://www.clarksusa.com/privacy-policy> (US). IF YOU DO NOT WISH TO SHARE YOUR INFORMATION, PLEASE DO NOT ENTER THIS CONTEST.

**LICENSE FOR USE OF ENTRIES:** By submitting an Entry, each entrant grants, and represents and warrants that the entrant has the rights and authority necessary to grant, Sponsor an irrevocable, non-exclusive, fully sublicensable license and right to exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the photo, hashtags, descriptions or comments made by such entrant and/or the name, likeness, or Instagram handle of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party.

**ARBITRATION:** Except where prohibited by law, as a condition of participating in this Contest, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at a AAA regional office in New York, NY; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages including attorney's fees or any other damages, other than for entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and entrant further waives all rights to have damages multiplied or increased.

**RELEASES:** By participating in this Contest, entrants agree to release Sponsor, Instagram, and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Contest and each of their respective parents, agents, affiliates, subsidiaries, advertising and promotion agencies, and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, in whole or in part, directly or indirectly, from participation in this Contest and/or acceptance, use or misuse of any prizes (or portion thereof).

**OTHER:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, undelivered, garbled or misdirected Entries, photos, comments, descriptions, hashtags or direct messages; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection

with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, photos, comments, descriptions or hashtags, the announcement of the prizes, or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Contest or downloading applications or the use of the website. Sponsor reserves the right, in its sole discretion, to extend, modify cancel, or terminate this Contest at any time for any reason. Sponsor further reserves the right, in its sole discretion to disqualify any person tampering with the entry process, the operation of the web site or otherwise in violation of these Official Rules. Sponsor further reserves the right, in its sole discretion, to cancel, terminate or modify this Contest if the Contest is compromised by virus, technical corruption, non-authorized human intervention, or any other causes which, in the sole discretion of the Sponsor, corrupt or affect the administration, security, fairness, proper play or integrity of the Contest. In the event of cancellation or termination, Sponsor reserves the right to select the potential winner(s) for the applicable Monthly Entry Period(s) from among all eligible, non-suspect Entries received for the applicable Monthly Entry Period(s) prior to date of cancellation or termination using the judging processes detailed herein. In the event of a dispute regarding entry, Entry will be deemed made by the authorized account holder of the Instagram account associated with the Entry and he/she must comply with these Official Rules. The authorized account holder is the natural person who is assigned the Instagram username by Instagram. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Except where prohibited by law, entry constitutes permission to use each entrant's name, hometown (city/town and parish), voice, biographical information, likeness, Instagram handle, photograph and any statements regarding this Contest in all media now known or hereafter discovered, for any purpose, including without limitation, in connection with, and to promote, market or advertise, the Contest, in whole or in part, without review, approval, credit or attribution, notification or payment from or to entrant or any person or entity, worldwide, in perpetuity, or on a winners' list, if applicable. Contest is subject to all applicable laws and regulations.

**WINNERS LIST:** For the name of the winner, available after the Winner Selection Date, send a separate, self-addressed, stamped envelope to Winner's Name, #WALLABEE WEDNESDAY Contest, 40 High Street, Street, Somerset BA16 0EQ.