



NATURE NEEDS HEROES™

AWARD

FULL TERMS AND CONDITIONS

VF International SAGL, Timberland Division with its registered office in Stabio, Via Laveggio 5, Switzerland, (hereinafter "Timberland") is organizing an international design competition, called "Timberland Nature Needs Heroes Award" (hereinafter the "Competition").

The aim of the Competition is to increase awareness and promote urban greening, by identifying talented young students and collecting specific green and sustainable modular projects to improve urban spaces.

The Competition is open to all architecture or design students who get to know about this Competition. To be eligible to enter, students must have reached the age of majority in their jurisdiction (at the time of entry) and must be able and/or have the necessary legal permissions to properly prove their "students status" (hereinafter "Entrants" or "Participants" or "Students"). Minors, as well as individuals who have no legal capacity (or limited legal capacity) are not entitled to enter. Employees of the Promoter, and their immediate families, their agents or anyone professionally connected to this Promotion shall not be entitled to enter.

Entry is permitted to individuals only, complying with the requirements set forth in the paragraphs above.

Participation in this Promotion is free of charge and no purchase is necessary. However, internet connection and a valid email address are required to enter.

Any person entering into or participating in this Promotion is deemed to have accepted and to be bound by these terms and conditions.

The Promoter reserves the right, at any time, to verify the validity of entries and participants, including the participant's identity, age, and place of residence. Also, the Promoter reserves the right to ask Participants to provide valid proofs to show their students status.

The Promoter reserves the right to disqualify any participant who breaches these terms and conditions or tampers with the registration process or the Competition.

1. Participation period

The Competition is valid from

18.00 BST* on 1st of July 2019 until 23.59 BST on 30th of September 2019.

Winners' selection on/by 31st October 2019.

*you may convert these times to your local time by visiting <http://www.worldtimebuddy.com>

The dates may be subject to extension, at Timberland's sole and absolute discretion.

2. Entry and participation

To enter the Competition, eligible Participants are required to create a design project following the technical, creative and legal requirements disclosed on www.timberlandaward.com, in the present **Full Terms and Conditions** (including but not limited to the "Requirements to materials" at clause 8).

2.a The Brief

Design projects will have to be created following the below detailed Brief:

"TIMBERLAND NATURE NEEDS HEROES" Award – GREENER URBAN SPACES

As part of the Fall Winter 2019 Brand campaign, Timberland will launch an open call for ideas dedicated to young talents (students from Architecture or Design schools) with the objective of creating specific green and sustainable modular projects that improves urban spaces.

The aim of the TIMBERLAND NATURE NEEDS HEROES Award is to create refreshing and inspiring places for all the citizens, transforming urban areas in even more unique daily experience, revitalizing existing places, reanimating essential urban spaces to give them a new life and giving them back to the citizens, underlining the Timberland Corporate Social Responsibility commitment.

The spirit of improving the urban environment, through permanent, moving or ephemeral small-scale green realizations is also an educational tool for rethinking greener urban spaces and more sustainable character of cities.

Realizations should be planned to use the same modular elements but combining them according to different layouts, depending on the specific function for different program of activities and the season of the year.

Long lasting or recycling materials and a sustainable approach is mandatory.

2.b Content guidelines and technical requirements

The design project must be composed of:

- A maximum of **3 (tree) pages text setting out the concept of the design**, a descriptive narration and the sustainable cost of the interventions
- A maximum of **4 (four) A3 pages** in a single file in pdf format.

The project should include sketches, technical drawing, rendering of the overall composition, one or several details to allow the jury to assess the quality of the project.

All digital files must be 20 MB or smaller.

2.c Entry submission

Entry will be possible via **e-mail** only and during Competition Period.

Eligible participants must send an e-mail to **contest@timberlandaward.com** including their personal details:

- Their personal details (full Name, email address, contact number, country of residence)
- Their artwork submission, namely their design project including all the elements above listed
- Valid proof of students' status.

Make sure to write 'Timberland Nature Needs Heroes Award' in the subject line (English text only).

Please note that:

- Each Participant may enter the Contest by filing not more than one (1) design.
- All the contents of this registration must be written in English only.
- To be considered eligible, submissions must also comply with the content guidelines detailed at Clause 8 ("Requirements to materials")
- Images and text must be in digital format. Entries will NOT be accepted via physical delivery.
- All entries that are late, illegible, incomplete, or otherwise not in compliance with the Rules will be disqualified from the Contest at Timberland's sole and absolute discretion.
- For the purpose of this Contest, an online entry is deemed 'received' when the Contest Website's servers record the entry information. Any automatic response indicating the message 'successfully published' does not constitute proof of the actual receipt of an entry for the purposes of this Contest.
- In the event of a dispute as to the identity of any Participant who submits an entry, the entry will be deemed submitted by the holder of the e-mail from which it was sent but only if such person is otherwise eligible. The 'account holder' is the person assigned an e-mail address or username by the entity responsible for assigning it (for example, Yahoo!).
- Timberland and affiliated entities are not responsible for lost, misdirected, misplaced, tampered with, deleted, or invalid entries.

3. Winners' Selection

All design projects submitted by participants during Entry period in accordance with what stated in the present Terms and Conditions will be evaluated by the following Panel of Judges:

Lorenza Baroncelli - Artistic director, Triennale

Marco Sammicheli - International Relations Chief Officer, Triennale

Maria Cristina Didero - Design critic and Editor-at-large, ICON Magazine

Stefano Ragazzo - Architect, Orizzontale

Stefano Mirti - Architect, Educator, Curator

Judgement will be supervised by:

Jorn Wemmenhove, Co-founder & Creative Strategist, Humankind

Melissa Rotta Loria, Brand Marketing & Creative Director Timberland EMEA

Projects will be assessed based on the following criteria:

The clarity of the proposal

The quality of the composition

The relevance of the narrative

Its suitability to the contextual facts, the local climate and the law

Its innovation and importance

Its functionality

The sustainable design strategies included Its technical and economic viability.

The Judging Panel will evaluate the projects against the above-mentioned criteria to select the shortlist five (5) final design: then, each member of the Jury will assign a score for each of the shortlisted projects. The sum of the scores assigned to each shortlisted project will be used to select the Winner.

The process will be concluded by the Judging date specified at clause 1. The name of the winner, along with the winning project will be disclosed on 15th November 2019, then published on www.timberlandaward.com, upon winner's eligibility confirmation.

Please note that Timberland is under no obligation to select a final Design if they believe that there is no submitted Design that meets the requirements of the Contest and/or Timberland's expectations and aesthetic criteria.

4. Prizes

The 1st place competition winner will be invited to experience a three months **paid internship** in the Timberland Design Centre in Switzerland. Huge visibility to the project will be guaranteed to him/her by Timberland, promoting dissemination of the project, starting from the website, its social media.

5. Winner's Notification

1st Place competition winner will be contacted by email within 3 working days of winner's selection and will be required to **respond within 3 calendar days with all contact details, a copy of valid identity document and a copy of a valid document showing its status of "architecture or design student"**.

If Timberland is unable to contact a selected Participant, finalist or final winner or if they do not comply with these Rules, the prize will be forfeited, and, at Timberland's discretion, an alternate selected Participant, finalist or final winner will be selected.

Non-compliance shall result in disqualification, and the award of the prize will be given to an alternate selected participant, finalist or final winner, selected on the basis of the same criteria set out in clause 4 above.

If any potential selected Participant, finalist or final winner is found to be ineligible or declines the prize for any reason prior to the award, such potential selected Participant, finalist or final winner may be disqualified, and an alternate potential selected participant, finalist or final winner may be selected.

The Promoter accepts no responsibility in the event that a winner cannot be contacted for any reason. Also, the Promoter is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify a potential selected participant, finalist or final winner.

6. Further Information On The Internship

Upon confirmation of eligibility, Timberland will provide Winner with further information about the three months internship, which will take place in the Timberland Design Centre in Switzerland in a period to be defined. The Promoter is entitled to define all the relevant details of the internship, including the relevant period, at its sole discretion. In this respect, any decision of the Promoter will be binding, and no correspondence will be entered to. Winner will be required to sign a contract (or equivalent) in order to formally accept the internship.

The Prize does not include any accommodation or local facilities. The Promoter is not responsible for any taxes, customs charges or other costs required for or related to receiving a prize.

The Prize is personal and is not transferable. The Prize cannot be changed to another arrangement. However, the event of unforeseen circumstances or circumstances outside of the Promoter's reasonable control, the Promoter reserves the right to amend, withdraw or substitute the promised

experience for an alternative one or arrangement. Insofar as allowed by law, the Promoter will assume no responsibility for damages or injuries that result from acceptance, use or misuse of the internship experience or participation in this Competition.

The Promoter will further not compensate any prize that cannot be redeemed or received by the winner for unforeseen circumstances or circumstances outside of the Promoter's reasonable control.

Each winner is required to independently declare and pay any applicable taxes and charges that a prize gives rise to in the winner's jurisdiction.

7. Privacy

Any personal data you will provide by participating in the Contest, including any personal data you provide upon registration and/or that may be embedded in your submissions, will be used by Timberland exclusively for the purpose of managing your participation in the Contest. The data controller is VF International Sagl, with registered offices in Via Laveggio 5, 6855 Stabio (Switzerland). We might share your personal data with other entities of the VF Group in Europe and third-party service providers to the sole extent this is necessary for the above purposes. Providing your personal data as requested in the registration form (TBC) is necessary in order to participate in the Contest. For exhaustive information about the processing of your personal data by Timberland, please see our Privacy Policy on <https://www.timberland.co.uk/customer-service/privacy-policy.html>.

You may, at any time, exercise your rights under data protection law, and request any information on the processing of your personal data by Timberland, by contacting privacy_europe@vfc.com. Personal information provided by and related to the participants will be held and used by the Promoter, and its group companies, suppliers and contractors in the extent necessary for carrying out and administering this Promotion, in accordance with the Promoter's Privacy Policy. The Privacy Policy can be read on <https://www.timberland.co.uk/customer-service/privacy-policy.html>.

8. Requirements To Materials

- a. Any materials submitted to the Promotion must not contain profane language, racial or religious discrimination, violence, sexual acts, attacks on people or organizations or other indecent or inappropriate content.
- b. The Promoter reserves the right to reject or disqualify any submission or material which, in its sole discretion, it determines to be indecent, offensive or inappropriate or which is otherwise inconsistent with the letter and spirit of the Promotion or which is potentially damaging to either the Promoter, the Promotion's, or any third party's image or reputation.
- c. It is important that participants keep their design confidential until the results of the competition are published, until the winners of the "Timberland Nature Needs Heroes Award" are announced.
- d. The Work and Submission must not contain any viruses, worms, corrupt files, Trojan horses, or other forms of corruptive code or content that may harm or compromise the Contest Site and/or the proper conduct of the Contest.
- e. All submitted and/or uploaded materials (except for elements that are within the public domain) shall be original works created by a participant and will be moderated by the Promoter.
- f. By participating in the Promotion each participant confirms that:
 - Materials submitted by the participant do not infringe another person's or entity's copyright, trademark, moral right, right of privacy, or other intellectual property right;
 - No other person or entity has any right, title or interest in the material;
 - The participant has in no way assigned, licensed, disposed of, or otherwise encumbered any of their rights that allow them to submit the materials;

- The participant has obtained any and all releases and consents of third parties necessary to permit the submission and exhibition of the material in the manner set forth in these terms and conditions without additional compensation;
 - The material does not contain unlawful or illegal content or content contrary to the laws or regulations of the country where the Promotion is conducted and/or the jurisdiction where the material was created and/or submitted to the Promotion.
 - The material is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof.
- g. Each Participant further acknowledges and agrees that they have not previously granted, assigned or otherwise hypothecated their Designs to any other third party. Further, each Participant guarantees that the use of any Design by Timberland shall not violate an agreement previously signed by the Participant. Each Participant agrees to indemnify and hold the released parties (defined below) harmless from and against any third-party claim, to the extent relating to any breach of any representation, warranty or covenant made by such Participant in connection with their acceptance of the Rules or contest activities.
- h. Materials submitted must be of pdf format and must not exceed 20 MB in size. Materials may only be submitted via e-mail as set forth in clause 2. Other materials are not taken into consideration. Submitted materials will not be returned.
- i. In addition, materials uploaded must not:
- Include visible trademarks, service marks, company names or other intellectual property rights;
 - Infringe upon someone's privacy or integrity or depict someone in an unpleasant or embarrassing situation.
- j. A participant shall be liable for any costs, expenses and losses incurred by the Promoter due to the participant's breach of the requirements related to the materials should the Promoter become the subject of an allegation, claim, legal action or proceeding due to such breach of these terms and conditions.
- k. All and any materials submitted to the Promotion becomes the sole property of the Promoter. The Promoter may use the materials at its own discretion in any manner without the obligation to pay remuneration for the use of the material to a participant.

By entering the Promotion, each participant gives his/her consent to the Promoter to use the Participant's name and any submitted pictures and other materials in any media for an unlimited period of time without the obligation to pay a remuneration to the participant.

Any submitted pictures and other materials, as well as the names of the winners, may be used, at the Promoter's discretion, for promoting the Promotion or any products or services manufactured, supplied or offered by the Promoter and connected to the theme of this Promotion.

9. Intellectual property and license

All submitted Designs or other works that may not meet the requirements of the Contest will remain the exclusive property of the Participant, subject to the provisions laid out hereinafter.

The Participants acknowledge that the Designs and any works submitted for this Contest:

- must be original creations of the Participants, created only for the purpose of this Contest;
- have not been published, circulated or made available to third parties before the entry to this Contest or during the term of the Contest;

- must not infringe any intellectual property rights of third parties. For the avoidance of any doubt, for the purposes of this clause, the term Design shall also include the initial and any subsequent drawing of the final Design. Timberland will have the right to use all of the Designs and works submitted as part of the Contest, and all images depicted/included therein, in any promotion or campaign for any non-commercial purpose.

By submitting a Design or a work, the Participant grants Timberland the non-exclusive, unlimited, royalty-free, rights to publish, represent and reproduce in all media now known or hereafter discovered, all or part of the works for an unlimited period, and worldwide, within the context of the contest. Timberland has the right to apply minor modifications without damaging the integrity of the work submitted, for example, add the Timberland logo and text, reframe, change the colors, cut the background or parts of it. In case Timberland wants to bring major changes to the submitted work for publication, public relations, or exhibition purposes, Timberland will contact the participant and inform them about the use of their Design to obtain their consent.

During the Contest, neither any Participant or any third party may communicate on the Designs before:

- any first disclosure by Timberland itself and
- without the prior written consent of Timberland.

By submitting a Design in the Contest for Phase I, Participants agree to provide Timberland with the right of first refusal to the exclusive use of the design. This option is valid for 24 (twenty-four) months after the end of the Contest.

The Contest prize received shall include the transfer and/or assignment of the all intellectual property rights attached to the design to the extent permitted by law.

Timberland's intellectual property rights (such as trademarks, logos, designs, copyright and others) will only be used as part of the Contest and remain Timberland's (and/or Timberland group of companies') sole and unique property. The Participants who choose to incorporate Timberland's intellectual property in their work and are ultimately not selected will have to remove all parts of the Designs and/or drawings consisting of or including Timberland's intellectual property rights or discard their Designs and/or drawings altogether.

If Timberland did not exercise the right of first refusal within the period of 12 (twelve) months after the end of the Contest and/or the Participant was not selected by Timberland during any of the phases, the Participants shall retain full ownership on their Designs (excluding any parts of them consisting of or including Timberland's intellectual property rights as explained in the paragraph above).

The Participants will be free to use these non-selected works in whatever manner they deem appropriate without any reference to Timberland and as long as these works do not integrate nor copy any design, model, trademark (registered or unregistered), copyright or logo duly registered by and/or belonging to Timberland. If the Participant wishes to communicate the contest in their portfolio, the participant will always mention the fact that their Design was realized within the framework of a competition named 'Nature Needs Heroes Award' for Timberland and not as part of a collaboration or other type of relationship between the Participant and Timberland.

The Participants agree that Timberland shall have the sole discretion in determining the extent and manner of non-commercial use of the submitted Designs and are not obligated to use any of them. Each Participant acknowledges that other Participants may have created plans and concepts contained in their submission that may have familiarities or similarities to their Designs and that they will not be entitled to any compensation or right to negotiate with Timberland because of these familiarities or similarities.

10. General

- Information on how to enter forms part of these conditions. By participating, you agree to be bound by these conditions.
- Entry into this Promotion constitutes consent by the winners for the Promoter to use their names for publicity purposes. Winners agree to take part in reasonable publicity required by the Promoter.
- The Promoter is not responsible for any technical problems or human error that may result in a registration, submission or entry not being received or being lost or damaged or for any destruction or alteration thereof, or unauthorized access to the website.
- The Promoter's decisions regarding any aspect of this Promotion is final and no correspondence will be entered into. The Promoter may refuse to award a prize to any person, for any reason.
- The Promoter reserves the right to withdraw, vary, cancel or suspend an element of a prize if, due to circumstances outside of its control, that element is no longer available. The Promoter will not be responsible for, or liable to any winner, if all or part of a prize is not available or must be varied or cancelled for any reason. In the event of unforeseen circumstances, the Promoter reserves the right to substitute a prize or an element of the prize for an alternative of equal or greater value.
- The Promoter is not responsible for any third-party acts.
- This Promotion is subject to all applicable laws and regulations and is void where prohibited or restricted.
- If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation.
- If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel this Promotion, as appropriate.
- The Promoter reserves the right to verify the validity of entries and 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, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- In the event that individual terms included in the Rules become entirely or partially invalid or impracticable, the validity of the remaining terms shall not be affected. Instead of the invalid or impracticable terms, the parties will agree upon such reasonable terms that correspond as closely and legally as possible to what the parties – if they had considered the matter initially in light of such invalidity or impracticability – would have agreed upon according to the sense and purpose of these terms. The same shall apply to omissions.

The present Full Terms and Conditions are available at: www.timberlandaward.com.

This Promotion shall be governed by UK Laws, and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Rules.

11. About Timberland

Timberland is a global leader in the design, manufacturing and marketing of premium footwear, apparel, and accessories for the outdoor lifestyle. Best known for the original yellow boot introduced in 1973, Timberland today outfits consumers from toe-to-head, with versatile collections that reflect the brand's rich heritage of craftsmanship, function and style.

Timberland® products are sold throughout the world in leading department and specialty stores as well as company owned retail locations and online. Timberland's dedication to making quality products is matched by an unwavering commitment to innovate and operate in a responsible manner – in terms of our products, the outdoors, and the communities around the globe where we live, work and explore.

Follow Timberland Europe on Facebook and Instagram or visit us at www.timberland.com.