

**CLARKS X SHOE SURGEON CUSTOM WALLABEE SWEEPSTAKES  
OFFICIAL RULES**

Void outside the 50 United States, District of Columbia 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, one of the 50 United States, or the District of Columbia, or if you are employed by Sponsor. 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 Sweepstakes. This Sweepstakes (defined below) is in no way sponsored, endorsed or administered by, or associated with Instagram.

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

**SWEEPSTAKES PERIOD:** The **Clarks x Shoe Surgeon Custom Wallabee Sweepstakes** ("Sweepstakes") begins at **11:00 AM EST** on **May 11, 2022** and ends at **11:59 PM EST** on **June 8, 2022** ("Sweepstakes Period"). The Sweepstakes consists of one drawing at the conclusion of the Sweepstakes Period one (1) Prize Winner will be randomly selected to receive a prize as more particularly set forth below.

**SPONSOR:** C. & J. Clark America, Inc., 201 Jones Road, Waltham, MA 02451 ("Sponsor" or "Clarks").

**HOW TO ENTER:** There are two (2) ways to submit an entry ("Entry"):

- (i) On a public Instagram account:
  - a. follow @clarksoriginals on Instagram.
  - b. follow @thesurgeon on Instagram.
  - c. like the post by @clarksoriginals on Instagram advertising the Sweepstakes, which shall go live at the start of the Sweepstakes Period (the "Post").
  - d. tag a friend in the comments of the Post.
  
- (ii) Alternate Method of Entry: send an email to [consumerservices@clarks.com](mailto:consumerservices@clarks.com) with the title "Entry for Clarks x Shoe Surgeon Custom Wallabee Sweepstakes" and include your name and email address in the body of the email. You automatically will receive one (1) Entry.

Limit one (1) Entry per person, regardless of method of entry.

**RANDOM DRAWING/ODDS:** One (1) prize winner ("Prize Winner") will be randomly drawn from all eligible entries after the end of the Sweepstakes Period within 14 days of the end date. The drawing will be conducted by representatives of Sponsor and the Prize Winner will be contacted by the Sponsor or Sponsor's agent via Instagram direct message. If a potential Prize Winner is found to be ineligible, does not comply with these Official Rules, or declines the Prize for any reason, an alternate Prize Winner will be selected in a

random drawing from the remaining eligible entries received, until a Prize Winner is selected and delivered. A potential Prize Winner may be required to complete and return an Affidavit of Eligibility, IRS W9 form, and Release of Liability/Publicity within ten (10) calendar days of date of notification or a runner-up winner 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 Prize Winner within a reasonable time period or a potential Prize Winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, a runner-up winner may be notified

**Odds of winning will depend upon the number of eligible entries received during the Sweepstakes Period.**

**PRIZE:** A total of one (1) Prize will be awarded. The Prize shall consist of the custom-made pair of Clarks Originals co-designed with The Shoe Surgeon featured in the Post for the Sweepstakes, customized to the size of the Prize Winner ("Prize"). Approximate retail value ("ARV") of the Prize is \$2,500.

**PRIZE CONDITIONS:** Upon being confirmed as a Prize Winner, Sponsor may request Prize Winner's email, mailing address, telephone number, shoe size, and other information for purposes of Prize fulfillment and customization.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

The Prize Winner is solely responsible for reporting and paying any and all federal, state and/or local or other taxes, fees or costs that may apply to accepting the Prize. Sponsor is not responsible and will not pay any such taxes.

**AGREEMENT TO OFFICIAL RULES:** By participating in the Sweepstakes, you agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding in all matters relating to the Sweepstakes.

**NO IMPLIED ENDORSEMENT:** The names of individuals, groups, companies, products and/or services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company does not imply any association with or endorsement by such individual, group or company.

**USE OF INFORMATION/PRIVACY POLICY:** By entering this Sweepstakes, you acknowledge and agree that C. & J. Clark America, Inc. may collect personal information submitted by you (including without limitation your name, phone number, email address, and mailing address), and use such information pursuant to its Privacy Policy available online at <https://www.clarksusa.com/privacy-policy>. Further, you affirm that you have read, accepted and agreed to be bound by these Official Rules and the terms and conditions of Sponsor's Privacy Policy. **By entering the Sweepstakes, where applicable, you authorize Sponsor to use your direct mailing and/or email address to send you Clarks generated mailings and/or emails regarding sales, exclusive offers, and other promotional information that we think may interest you. You may opt out of receiving direct mail or emails from us at any time by following the procedures set forth in our Privacy Policy.**

**LICENSE FOR USE OF ENTRIES AND PRIZE WINNER IMAGERY:** By submitting an Entry, each Entrant grants, and represents and warrants that the Entrant has the rights and authority necessary to grant Sponsor, including any rights or permission from any third parties featured in the Entry, 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, any photographs, 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 for any purpose. If applicable, in the event the Prize Winner agrees to be photographed or otherwise featured with The Shoe Surgeon after being awarded the Prize, the Prize Winner hereby consents to the use of their image by the Sponsor and the Shoe Surgeon in all advertising media worldwide in perpetuity.

**CONDITIONS OF PARTICIPATION:** By entering the Sweepstakes and/or accepting any Prize that may be won, you agree to release and hold C. & J. Clark America, Inc., its directors, officers, employees, licensees and assigns, parent, subsidiaries and affiliates, harmless from and against any and all actions, claims, injuries, losses or damages of any kind whatsoever, directly or indirectly, arising from or relating to this Sweepstakes including without limitation those related to your Entry and participation in this Sweepstakes and your acceptance, possession, use or misuse of any Prize. You understand and agree that this is a complete RELEASE and DISCHARGE of all claims and rights against the aforementioned parties and that no action will be taken by you or on your behalf with respect to any such rights, it being understood that this release shall be binding upon your heirs, executors, and administrators. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend part or all of this Sweepstakes at any time for any reason whatsoever. Sponsor reserves the right at its sole discretion to disqualify any individual that it reasonably believes to have tampered with the entry process or with the operation of the Sweepstakes, or who is found to be acting in violation of these Official Rules. In the event that any provision of these Official Rules is found to be invalid, illegal, void, or unenforceable, the remainder of the Official Rules shall remain in full force and effect and shall be construed as if the invalid, illegal, void, or unenforceable provision was not contained herein.

**ARBITRATION:** By participating in this Sweepstakes, each entrant agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Sponsor relating to, arising out of or connected in any way with (a) the Sweepstakes, (b) the awarding or redemption of the Prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Massachusetts; (iv) the arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Sweepstakes; (v) the arbitrator shall apply Massachusetts law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant’s and/or Sponsor’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant’s behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

**PRIZE WINNER LIST:** For notification of the Prize Winner and/or a copy of these Official Rules, email [consumerservices@clarks.com](mailto:consumerservices@clarks.com). Attn: Clarks x Shoe Surgeon Custom Wallabee Sweepstakes, or send a self- addressed stamp envelope to Clarks Marketing Department, 201 Jones Road, Waltham, MA 02451 ATTN: Clarks x Shoe Surgeon Custom Wallabee Sweepstakes.