

Official Rules for the Racked Young Guns Class of 2015 Giveaway

No Purchase Necessary. A Purchase will not Increase Your Chances of Winning.

1. Eligibility: The **Racked Young Guns Class of 2015 Giveaway** (the “Giveaway”) is open only to legal U.S. who are at least eighteen (18) years of age who have internet access, a valid email address and a Facebook account. Employees, independent contractors, interns, officers, directors, and agents of Sponsor, other companies associated with the Giveaway, as well as the immediate family members (spouse, parents, siblings, and children, and their respective spouses) and household members of any of the foregoing are not eligible to enter. **VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

- **Sponsor:** The Giveaway is sponsored by Vox Media, Inc., 1201 Connecticut Avenue, 11th Floor, NW, Washington, DC 20036 (“Sponsor”).
- **Agreement to Official Rules:** By entering the Giveaway, you indicate your full and unconditional agreement to, and acceptance of, (a) these Official Rules and (b) Sponsor’s decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **Entry Period:** The Giveaway begins at 12:00:01 PM ET on July 20, 2015 and ends at 1:59:59 PM ET on July 24, 2015, (the “Entry Period”). Entries submitted before or after the Entry Period will not be eligible. Sponsor’s computer is the official time-keeping device for the Giveaway. Entries submitted before or after the applicable Entry Period will not be eligible.
- **How to Enter:** During the Entry Period, like Racked’s Facebook page and post an original comment in response to the question on the specified Sponsor post (“Post”). There is a limit of one (1) entry per person/Facebook account during the Entry Period. Entrants having multiple Facebook accounts will be disqualified and Entries will not be acknowledged. The use of an agency or any automated system to enter is strictly prohibited and Sponsor reserves the right to disqualify any entries received through such methods, as determined by Sponsor, in its sole discretion. You must be a registered member of Facebook to participate. Registration is free. **This Giveaway is in no way sponsored, endorsed, or administered by, or associated with Facebook.**

If you access Facebook on your mobile device to participate in this Giveaway, your wireless service provider may charge you for applicable data charges. You should consult your wireless service provider regarding its pricing plans. Message and data rates may apply.

- **Content Guidelines:** In addition to complying with all other requirements of these Official Rules and/or on the website/platform where persons may submit entries/comments (i.e. Facebook); each comment must comply with the following guidelines (“Content Guidelines”). **Any comment that Sponsor, in their sole discretion, determines is in violation of any Content Guideline will be disqualified.** Each entry/comment must not:

- Contain content, image(s) or material that violates or infringes any third party rights of any kind, including without limitation, any third party privacy, publicity, trade secret and/or intellectual property rights, including third party registered and/or common law copyrights and trademarks;
- Disparage Sponsor, or any other person or entity affiliated with the Giveaway or products, services or entities that are competitive with any of the foregoing;
- Contain brand names, trademarks or logos of any third party other than those owned by or licensed to Sponsor, subject to the comment complying with all other requirements of these Official Rules (including these Content Guidelines) and/or Facebook;
- Contain content or other creative elements not created by and original to entrant;
- Contain content or other material that is misleading, inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Contain content or other material that reflects, advocates or promotes bigotry, racism, hatred, harm or exploitation of or against any class, group or individual, discrimination based on race, gender, religion,

- nationality, disability, sexual orientation or age, or actions or activities that are restricted, prohibited, illegal or unlawful (including without limitation, the consumption of alcohol or any other controlled substances);
- Contain content or other material that is unlawful or in violation of or contrary to any applicable federal or state laws or regulations;
- Have been previously submitted in a promotion of any kind, or published, posted, exhibited or displayed publicly for commercial use by any means and in any form or media.
- In addition to the foregoing, the comment cannot: Contain executable programming of any kind, including without limitation, viruses, worms, Trojan horses, spyware, malware, time bombs, cancel bots or any kind of malicious or benign computer programming whatsoever; and contain encrypted content of any kind, including without limitation, encoded messages.

If a comment cannot be opened, viewed and/or accessed by Sponsor or Administrator for any reason whatsoever, that comment shall be disqualified without any fault or liability of the Released Parties, as defined below. Should a comment be deemed by Sponsor in their sole discretion to be in violation of any Content Guideline, Sponsor/Administrator may seek to have the comment removed by Facebook from the Post and/or take other actions Sponsor determines to be necessary to preserve their rights, in addition to disqualification from the Giveaway.

BY SUBMITTING A COMMENT, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES. DO NOT SUBMIT A COMMENT WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

Your comment will constitute your entry into this Sweepstakes, provided that it is relevant and otherwise in full compliance with these Official Rules ("Entry"). Do NOT include personal information (e.g., your name, e-mail address or phone numbers) in the comment itself.

Once submitted, entries become the sole property of Sponsor (subject only to the rights of Facebook, as applicable), cannot be modified by entrant. By submitting a comment, entrant gives permission to Sponsor and its designees and hereby grants Sponsor and its designees a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, non-exclusive license (herein "License") to use entrant's comment on any media and through any means now known or hereafter devised, including without limitation, the World Wide Web, and to otherwise use entrant's comment, and make derivative works therefrom, without compensation in accordance with the requirements of this Sweepstakes and the advertising, promotion, and publicity of the Sweepstakes, Sponsor's products and services, and otherwise, as stated in these Official Rules (as solely determined by Sponsor). Such License will be confirmed by potential winner upon Sponsor's request and potential winner agrees to timely complete, sign and deliver any and all necessary documents, including without limitation, documents setting forth any licenses, releases and indemnities that Sponsor in its sole discretion may require, without condition or compensation of any kind. Sponsor's failure to receive all documentation from all individuals within the prescribed timeframe, in each instance as required by Sponsor in its sole discretion, will result in the disqualification of the entry and the selection of another entry as a potential winner.

- Drawing:** After the Entry Period, Sponsor will select one (1) potential winner in a random drawing of all entries received. The odds of being selected depend on the number of entries received. For the avoidance of doubt, the content of a person's comment will not be taken into account in the winner selection process (provided that the comment is determined by Sponsor to be incompliance with these Official Rules).
- Notification and Requirements of Potential Winner:** Potential winner will be contacted from the Racked Facebook account via message to the Facebook account used to enter the Giveaway. The message will request that the potential winner email the Sponsor at the specified email address with specific personal information (ex: full name, address, phone number, email address, date of birth, Facebook username). Potential winner must allow for Sponsor to contact him/her via message. Failure to respond to the initial verification notice within twenty-four (24) hours after notification or return of verification notice as undeliverable after three (3) attempts will result in disqualification. Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release. If a potential winner fails to sign and return these documents within the required time period, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. In the event of any dispute concerning the identity of any entrant, the Entry will be deemed submitted by the natural person who is the authorized holder of the transmitting email account associated with the Facebook User ID used to participate in the Giveaway. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain

associated with the submitted email address.

9. Prize(s): (1) \$250 gift card to Catbird Boutique. Approximate retail value ("ARV") of the prize is \$250. Gift card may be redeemed online at www.catbirdnyc.com or in the Catbird store located at 219 Bedford Ave., Brooklyn, NY 11211. The gift card expires one (1) year from date of issue, cannot be redeemed for cash and can only be redeemed from within the United States. Additional gift card restrictions may apply. Winners are responsible for paying any applicable income taxes associated with accepting the prize. Any prize details not specified above will be determined by Sponsor in its sole discretion. A prize may not be transferred and must be accepted as awarded. You may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor in its sole discretion. Prize will be distributed 2-6 weeks after confirmation of the affidavit is complete.

- **General Conditions:** In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, either: (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules; (b) award the prize(s) at random from among the eligible entries received up to the time of the impairment, (c) terminate the Giveaway without awarding any prize. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted e-mail address. The Giveaway is subject to federal, state, and local laws and regulations and is void where prohibited.
- **Release and Limitations of Liability:** By participating in the Giveaway, you agree to release and hold harmless Sponsor, its parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Giveaway; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Giveaway or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt or use of any prize. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- **Privacy and Publicity:** Any information you submit as part of the Giveaway will be used for purposes of this Giveaway and treated in accordance with Sponsor's [Privacy Policy](#). Except where prohibited, participation in the Giveaway constitutes an entrant's consent to Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
- **Disputes:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Washington, DC. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of Washington, DC, without giving effect to any choice of law or conflict of law rules (whether of Washington, DC or any other

jurisdiction), which would cause the application of the laws of any jurisdiction other than Washington, DC.

- Third Party Platforms: By participating in this Giveaway, entrants hereby release and agree to hold harmless Facebook and its affiliates from any and all liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of prizes or participation in any prize-related activities. Unless otherwise stated to the contrary in these Official Rules, this Giveaway is not sponsored, endorsed or administered by, or associated with, Facebook.
- **Results:** To request a winner's list, send a self-addressed, stamped envelope to 1201 Connecticut Ave., 11th Floor, Washington DC 20036, Attn: **Racked Young Guns 2015 Giveaway**. Requests must be received within four (4) weeks of the end of the Entry Period.