

Official Rules for the “Verge Wallpaper” Contest

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

1. **Eligibility:** The Verge Wallpaper Contest (the “Contest”) is open to all entrants at least eighteen (18) years of age as of the time of Entry. Contest is void where prohibited by law or statute, or where the registration, bonding, or preapproval (by a government entity) of a contest or promotion of this nature is required. Employees, independent contractors, interns, officers, directors, and agents of Sponsor, other companies associated with the Contest, 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.
2. **Sponsor:** The Contest is sponsored by Vox Media, Inc., 1201 Connecticut Avenue, 11th Floor, NW, Washington, DC 20036 (“Sponsor”).
3. **Agreement to Official Rules:** By entering the Contest, 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.
4. **Entry Period:** The Contest begins at 12:00 p.m. EST on April 25, 2018 and ends at 9:00 a.m. EST on May 7, 2018. Entries submitted before or after the Entry Period will not be eligible. Sponsor’s computer is the official time-keeping device for the Contest.
5. **How to Enter:** To enter this Contest, each person (or “Entrant”) must be a registered member/user of the Instagram application (“Instagram”). Registration is free and can be obtained by downloading the Instagram to your mobile device and filling out the required information to obtain an account (each an “Account”). Once a registered member of Instagram, to enter during the Contest Period: (a) Entrant must log into his/her Account during the Contest Period, (b) follow the @Verge or @TheVergeArt Instagram accounts, and (c) post to Instagram a unique photo of the Entrant’s wallpaper design (the “Photo”) with a caption that includes the hashtag #VergeArtContest to receive one (1) entry into the Contest (the “Entry”). Each Entrant may submit up to two Entries during the course of the contest (one directed to each Verge related Account above). **NOTE: to receive an eligible Entry, an Entrant must include Photo and the Hashtag in a single Instagram post.**

Any attempt by any Entrant to enter by using multiple/different Accounts, email addresses, identities, registrations and logins, or any other methods will void that Entrant's Entries and that Entrant may be disqualified, at the sole discretion of Sponsor. Use of any automated system to participate is prohibited and may result in disqualification. Contest Entities are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Entries, which may be disqualified. In the event of a dispute regarding who submitted an Entry, the Entry will be deemed submitted by the authorized account holder of the Account from which the Entry was submitted. "Authorized account holder" is defined as the natural person who is assigned the e-mail address used to create the Account associated with an Entry, by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with relevant e-mail address. No automatically generated Entries will be accepted.

IMPORTANT NOTE: Standard text messaging, data and/or other rates apply to participants who submit a Post via a wireless mobile device. Wireless service providers may charge for airtime and/or data in relation to each standard text message sent and received. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

6. **PHOTO REQUIREMENTS, RESTRICTIONS AND LICENSE:**

Each Photo must be an original creation of the submitting Entrant. The Photo must be under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Photo and each Photo must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees, represents and warrants that, nothing in the Photo infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Entrant absent a suitable license, clearance or permission agreement (proof of which may be required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured from any entity with any rights in or to the Photo. Entrant agrees to indemnify and hold harmless each of Sponsor, Instagram, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting this Contest, and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors, members, employees, agents and subcontractors (collectively, the "**Released Parties**"), from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by Entrant of these Official Rules or the warranties and representations made by Entrant herein. Modifying, enhancing or altering a third party's preexisting work does not qualify as Entrant's original creation.

By submitting the Photo, the Entrant grants Sponsor, for no additional compensation other than entry into the Contest, a non-exclusive, royalty-free, worldwide, perpetual license to publish, make available to the public, reproduce, edit, modify, exploit, make derivative works from or otherwise use the Photo through any and all media available at any time during, or after, the Contest Period on any related websites, in any Contest materials, whether related or un-related to the Contest, and at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate. In addition, Entrant warrants that any so called "moral rights" in the Photo have been waived and Entrant acknowledges and agrees that Sponsor may use any ideas from any Photo or other submitted materials, whether or not Entrant has been awarded a Prize in connection with any such Entry. Entrant agrees to release, defend, indemnify and hold harmless each of the Released Parties from all claims, demands, and causes of action of any nature whatsoever which Entrant or Entrant's heirs, representatives, executors, administrators, or any other persons acting on Entrant's behalf or on behalf of Entrant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by Entrant in this paragraph; (ii) claims based on violation of any right of publicity, rights of personality or any other rights, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Photo and any portion thereof, or the likeness of any natural person therein.

Entrants are responsible for securing necessary permissions and licenses for any persons and/or materials contained in the Photo. If Entrant did not take submitted Photo, it is the Entrant's responsibility to secure necessary permissions from photographer to enter Photo into Contest. Photos including any of the following are considered "restricted": Contains or depicts someone smoking or intoxicated; violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement; contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor; contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to use of firearms/weapons/ammunition, nudity, gambling, or pornography, or is otherwise inappropriate, indecent, profane, obscene, violent, hateful, tortuous, slanderous or libelous; references persons or organizations without their written permission other than that of Sponsor; disparages any persons or organizations; includes threats to any person, place, business, or group; is unlawful, in violation of or contrary to all applicable federal, state, provincial, municipal, territorial or local laws and regulations; contains anything that is determined to damage or diminish the goodwill of the Released Parties, as determined by such entities solely in their respective discretion; or does not comply with the terms or conditions or guidelines posted by Instagram.

Failure of any Photo to comply with the above requirements and restrictions as determined by Sponsor, in its sole discretion, may result in disqualification of Entrant. Without limitation, Sponsor reserves the right in its sole

discretion to disqualify any Entry that, in its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. Entries shall not be acknowledged or returned. Photos must be suitable for presentation in a public forum, in the sole determination of Sponsor.

7. **Judging Criteria:** A panel of five (5) judges, comprised of Sponsor's staff and personnel, shall review all entries and pick a winner based on the following criteria: (1/3) on creativity of the Entry; (1/3) on the Entry's connection to the Verge aesthetic, and (1/3) based on the design skill associated with the Entry. After the Entry Period, Sponsor's panel will select one (1) potential winner from of all Entries received (the "Potential Winner").

8. **Notification and Requirements of Potential Winners:** The Potential Winner will receive an initial notification by Sponsor via a comment with @reply to their Entry post on or about May 8, 2018. **Each Entrant must have his/her Account(s) set to "Public" and not "Private" so that Sponsor may be able to contact Entrant in the event that Entrant is the Potential Winner. It is each Entrant's responsibility to timely check his/her Account for any comments, @replies, from Sponsor and to ensure that Entrant's Account settings allow Entrant to receive comments and/or replies from Administrator/Sponsor.** Potential Winners will be required to be in contact with Administrator and/or Sponsor, after receiving the initial notification within two (2) days to begin the Winner verification process. Each Potential Winner must meet all eligibility requirements and may be required to provide their Tax Identification number, proof of U.S. residency, sign an affidavit of eligibility, and publicity and liability release and work with any travel companion(s) to sign their release(s), or such other documents as Sponsor deems necessary, in their sole discretion each of which must be completed, signed and returned within twenty-four (24) hours from date of issuance, or the Prize may be forfeited and may be awarded to an alternate Winner, time permitting. If any Prize notification or attempted notification is returned as undeliverable, the Prize will be forfeited and may be awarded to an alternate Winner. By accepting the Prize, each Winner represents and warrants they are in compliance with these Official Rules.

At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: (a) Potential Winner's failure to respond to initial notification; (b) the failure of notification due to deactivation of the Potential Winner's Account prior to receipt of notification; (c) Potential Winner's failure to respond to Sponsor's or Administrator's comment and direction; (d) Potential Winner's Account "privacy" is set so that the Potential Winner's updates/responses/comments may not be visible by Sponsor; (e) Potential Winner's failure to include unique Photo and Hashtag in their Entry; (f) Potential Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; and (g) any other non-compliance with these Official Rules. In the event of a Prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited Prize to an alternate Winner. Once a Potential Winner has completed all requirements in these Official Rules and been verified by Sponsor and/or Administrator, they will be declared a Winner.

9. **Prize(s):** Subject to the Potential Winner completing and returning the affidavit of eligibility and liability/materials release according to Sponsor's requirement, Sponsor will feature Winner's entry as the background in a Sponsor video promoted on Sponsor's site.

10. **General Conditions:** In the event that the operation, security, or administration of the Contest 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 Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize from among the eligible entries received up to the time of the impairment. 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 Contest 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 Contest 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 Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

11. **Release and Limitations of Liability:** By participating in the Contest, Entrant agrees to release and hold harmless Sponsor and any of the Released Parties from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (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 Contest 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 Contest 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 Contest, 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.

12. **Privacy and Publicity:** Any information you submit as part of the Contest will be used for purposes of this Contest and treated in accordance with Sponsor’s [Privacy Policy](#). Except where prohibited, participation in the Contest 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.

13. **Disputes:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest 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 Contest, 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.

14. **Third Party Platforms:** If this Contest is hosted, administered, or operated on a third party platform, including without limitation a social media platform (e.g. Instagram) (“Third Party Platform”), then by participating in this Contest, entrants hereby release and agree to hold harmless such Third Party Platform 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 Contest is not sponsored, endorsed or administered by, or associated with, any Third Party Platform.

15. **Results:** To request a winners list, send a self-addressed, stamped envelope to Vox Media, Inc. c/o Verge Wallpaper Contest, 85 Broad Street, Floor 15, New York, NY 10004. Requests must be received within four (4) weeks of the end of the Entry Period.