

Official Rules for The Verge Mystery Messenger Bag Sweepstakes

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- 1. Eligibility:** **The Verge Mystery Messenger Bag Sweepstakes** (the “Sweepstakes”) is open to legal residents of the United States at least 18 years of age or older at the time of entry (or in the case of legal residents of jurisdictions where the age of majority is greater than 18 years of age, such age of majority under the laws of the jurisdiction in which they reside at the time of entry) who have a valid email address and access to the internet. Employees, independent contractors, interns, officers, directors, and agents of Sponsor (as defined, other companies associated with the Sweepstakes, 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.**
- 2. Sponsor & Administrator:** The Sweepstakes is sponsored and administered by Vox Media, LLC, 1201 Connecticut Avenue, 11th Floor, NW, Washington, DC 20036 (“Sponsor”).
- 3. Sweepstakes Website Platform:** Gleam at <https://gleam.io> (“Sweepstakes Platform”).
- 4. Agreement to Official Rules:** By entering the Sweepstakes, you represent and warrant that you meet the eligibility requirements set forth hereunder, and 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.
- 5. Entry Period:** The Sweepstakes begins at 9:00 AM ET on Monday, March 9th, 2020 and ends at 9:00AM ET on Monday, March 23th, 2020, (the “Entry Period”). Entries submitted before or after the Entry Period will not be eligible. The Sweepstakes Platform’s computer is the official time-keeping device for the Sweepstakes. Entries submitted before or after the applicable Entry Period will not be eligible.
- 6. How to Enter** During the Entry Period, visit <https://gleam.io/5Ftj1/the-verge-mystery-messenger-bag-giveaway> (the “Sweepstakes Website”), and complete the official online entry form by entering the requested information and completing the actions detailed on the Sweepstakes Website, as follows: you will receive one (1) entry each for completing the following action directly from the links on the Sweepstakes Website: following @VergeDeals on Twitter (the “Entry”) and retweeting a specified Tweet from the @VergeDeals account on Twitter (the “Entry”). There is a limit of two (2) total Entries per person during the Entry Period. Entries in excess of the allowable limit will not be acknowledged. An Entry must fulfill all Sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Sponsor. Your eligible Entry and all eligible additional entries will be including in the random drawing. You may not enter more times than indicated by using multiple e-mail addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent

methods or otherwise attempt to circumvent the rules your Entry may be removed from eligibility at the sole discretion of Sponsor. 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.

7. **Alternative Method Of Entry.** You may also enter the Sweepstakes and receive one (1) entry without completing any action on the Sweepstakes Website (“Email Entry”). During the Entry Period, e-mail your name, complete address, email address and date of birth to giveaways@theverge.com with the subject line ‘The Verge Mystery Messenger **Bag** Sweepstakes’. The Email Entry must be received by Sponsor by the end of the Sweepstakes Period. There is a limit of one (1) Email Entry per person who has not entered on the Sweepstakes Website. If you have entered through the Sweepstakes Website as provided in Section 5 herein, that Entry will be acknowledged by Sponsor as your valid Entry, and your Email Entry will not be valid, counted, or acknowledged. Your eligible Email Entry will be including in the random drawing. You may not enter more times than indicated by using multiple e-mail addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your Email Entry may be removed from eligibility at the sole discretion of Sponsor. 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. If you enter your Email Entry using on your mobile device to participate in this Sweepstakes, 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.
8. **Drawing & Odds:** After the Entry Period, Sponsor will select one (1) potential winner in a random drawing of all entries received. You are not guaranteed to receive a prize, and the odds of being selected to win depend on the total number of eligible entries received.
9. **Notification and Requirements of Potential Winner:** Potential winner will be contacted by email to the account used to enter the Sweepstakes within seven (7) days of the drawing. Failure to respond to the initial verification notice email within twenty-four (24) hours after notification or return of verification notice as undeliverable after three (3) attempts will result in disqualification; if a potential winner is disqualified, the Sponsor will select an alternate potential winner in his/her place at random from all remaining entries received. Only three (3) alternate potential winners will be contacted. Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release. Sponsor shall have no liability for a potential winner's failure to receive notices due to the potential winner's spam, junk e-mail or other security settings or for potential winner's provision of incorrect or otherwise non-functioning contact information.

At the sole discretion of the Sponsor, disqualification, forfeiture, and the selection of an alternate potential 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 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 provide Sponsor with satisfactory proof of age, identity, and residency; (g) potential winner's failure to timely complete and return a affidavit of eligibility and liability/publicity release or other required declarations or releases; and (h) 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 potential winner. Once a potential winner has completed all requirements in these Official Rules and been verified by Sponsor, they will be declared a winner. The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

10. **Prize(s):** The winner will receive one (1) prize pack filled with gadgets from The Verge (a "Verge Gear Prize Pack") with a total ARV of \$562.47. **A winner is solely responsible for any and all Prize-related expenses, including without limitation any and all applicable federal, state, and local taxes, and any and all other costs and expenses not explicitly listed herein.** Actual/appraised value may differ at time of prize award. The specifics of the Prize shall be solely determined by the Sponsor, and any Prize details not specified above will be determined by Sponsor in its sole discretion. The Prize will be delivered to Winner at an address in the United States as designated by Winner. The Prize may be subject to additional terms and conditions. The Prize (or any Item) may not be transferred and must be accepted as awarded. No substitution of Prize or transfer/assignment of Prize to others or request for the cash equivalent by Winner is permitted; however, Sponsor reserves the right to substitute a Prize (or one or more Item) with another prize of equal or greater value or with a cash prize if the Prize (or one or more Item) is not available for any reason, as determined by Sponsor in its sole discretion. Acceptance of Prize constitutes permission for Sponsor to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law, as further detailed in these Official Rules.

Any names of companies, products, and logos have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred.

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

12. **Publicity/Rights Granted by You.** Except where prohibited by law, by entering and participating in this Sweepstakes, you affirmatively consent and grant, Sponsor, and anyone acting on behalf of Sponsor, or its respective licensees, successors and assigns the license and right, without any further notice, review, or consent, to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, the Entry and your name, portrait, picture, voice, name, likeness, opinions, image, state of residence, your entry, statements about the Sweepstakes, and biographical information in any media, residence for promotional purposes in any media without further payment or consideration: (i) as news, publicity, or information; (ii) for trade, advertising, or public relations; and (iii) for promotional purposes.

By entering the Sweepstakes and providing your email you agree to receive email newsletters or other email marketing communications from Sponsor (including, without limitation, from the Strategist). You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletters or email marketing communications

13. **Release and Limitations of Liability:** By participating in the Sweepstakes, you agree to release and hold harmless Sponsor, Administrator, 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 Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (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 Sweepstakes 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 Sweepstakes 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 Sweepstakes, 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, including without limitation, arising out of access to and use of the Sweepstakes Website, and Sweepstakes Platform.

14. **Privacy:** Please review the terms and conditions governing use of the application before entering the Sweepstakes. Any information you submit as part of the Sweepstakes will be used

for purposes of this Sweepstakes and treated in accordance with Sponsor's [Terms and Conditions](#) and [Privacy Policy](#). For any privacy concerns or requests, please refer to Sponsor's Privacy Policy. By entering the Sweepstakes, entrants further acknowledge and agree that information submitted through the Sweepstakes Website may be collected and shared by the Sweepstakes Platform according to the their Terms and Conditions and Privacy Policy, which are included via links on the Sweepstakes Website.

15. **Disputes:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes 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 Sweepstakes, 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.
16. **Third Party Platforms:** By participating in this Sweepstakes, entrants hereby release and agree to hold harmless any third party platform that may be used 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 Sweepstakes is not sponsored, endorsed or administered by, or associated with any other third party (including, but not limited to Facebook, Instagram, Twitter, Youtube, Pinterest, LinkedIn or Google). You understand that you are providing your information to the owner of this Sweepstakes and not to Facebook, Twitter, Youtube, Pinterest, LinkedIn or Google..
17. **Results/Winner's List:** To request a winner's list, send a self-addressed, stamped envelope to 1201 Connecticut Ave., 11th Floor, Washington DC 20036, Attn: **The Verge Mystery Messenger Bag Sweepstakes**. Requests must be received within four (4) weeks of the end of the Entry Period.