

## **Official Rules for the Smoking Musket Bowl Pick ‘Em Gauntlet**

### **College Bowl Pick ‘Em Contest**

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

- 1. Eligibility:** The **Smoking Musket Bowl Pick ‘Em Gauntlet College Bowl Pick ‘Em Contest** (the “Contest”) is open only to legal residents of the United States and Canada (excluding Quebec) who are at least eighteen (18) years of age. Employees, independent contractors (including, but not limited to, managers, editors, bloggers or moderators of Vox Media, Inc. websites), interns, officers, directors or agents of Vox Media, Inc. or other companies associated with the Contest, as well as (a) the immediate family (spouse, parents, siblings, and children, and their respective spouses) and (b) household members of any of the foregoing, are not eligible to enter. Smoking Musket staff members will participate in the Contest but will not be eligible for prizes.
- 2. Sponsor:** The Contest is sponsored by Vox Media, Inc., 1201 Connecticut Ave, NW, 11<sup>th</sup> Floor, Washington, DC 20036 (hereinafter referred to as the “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 11:00 a.m. ET on December 14, 2015 and ends at 1:00 a.m. ET on January 12, 2016. 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:** Sponsor will be using the Pick ‘Em Provider Website (as defined below) to administer the contest throughout the college football postseason. Participants will visit <http://football.fantasysports.yahoo.com/bowl> (“Pick ‘Em Provider Website”) and enter your picks on that site for the winner of each of the college football bowl and playoff games. Participants will join the “Smoking Musket” group. In addition to these Official Rules you are subject to the official rules and regulations on the Pick ‘Em Provider Website. There is a limit of one (1) entry per person/e-mail address.
- 6. Selection of Winners:** Potential winners will be selected through Sponsor’s selected Pick ‘Em Provider Website. The entrant who has accumulated the highest cumulative score over the course of the Contest (as defined by the Pick ‘Em Provider Website) amongst Contest participants at the end of the Entry Period wins the prize. For the avoidance of doubt, there will be one (1) winner at the end of the college football postseason (no weekly prizes will be awarded). In the event of a tie, the potential winner will be chosen according to the tie-breaking procedure utilized by the Pick ‘Em Provider Website, and if a tie remains, a random number generator will be utilized to choose the potential winner. The odds of being selected as the potential winner depend on the number of entries received and the performance of each entrant.

7. **Notification and Requirements of Potential Winners:** Sponsor will attempt to notify potential winners within three (3) business days of the date of selection. Winners must provide their real name, city and state of residence to be eligible for prize(s). If a potential winner does not respond within three (3) business days after the notice is sent, the Sponsor will select an alternate potential winner in his/her place according to the Judging Criteria. Only two (2) 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. If a potential winner is a minor, his/her parent or legal guardian will be required to sign the documents on his/her behalf. 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 according to the Judging Criteria.
8. **Prize(s):** One (1) prize will be awarded at the conclusion of the regular college football season. The prize to be awarded will be a WVU Nike Hat of approximate value of \$25.00 USD (\$29.00 CAD). A winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. 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.
9. **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(s) according to the procedures set forth above 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.
10. **Release and Limitations of Liability:** By participating in the Contest, 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 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.

11. **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 the [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.
12. **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.
13. **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. Facebook or Twitter) ("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.
14. **Results:** To request a winners list, send a self-addressed, stamped envelope to Vox Media, Inc., c/o Pick Em Contest, 1201 Connecticut Avenue, NW, 11<sup>th</sup> Floor, Washington, DC 20036. Requests must be received within four (4) weeks of the end of the Entry Period.