

Official Rules for DRaysBay 2022 Bay Republic Sweepstakes

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- Eligibility:** The **DRaysBay 2022 Bay Republic Sweepstakes** (the “Sweepstakes”) is open to residents of the United States (excluding territories and possessions), who are at least eighteen (18) years of age (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 internet access and a valid Twitter account. Employees, independent contractors, interns, officers, directors, and agents of Administrator, Prize Provider, or 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.**
- Administrator:** The Sweepstakes is administered by Vox Media, LLC, 1201 Connecticut Avenue, 12th Floor, NW, Washington, DC 20036 (“Administrator”).
- Prize Provider:** The “Prize Provider” for this Sweepstakes is The Bay Republic.
- Agreement to Official Rules:** By entering the Sweepstakes, you represent and warrant that you meet the eligibility requirements set forth hereunder, and you indicate your full and unconditional agreement to, and acceptance of, (a) these Official Rules and (b) Administrator’s decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- Entry Period:** The Sweepstakes begins at 10:00 AM ET on May 23, 2022 and ends at 10:00 AM ET on May 27, 2022, (the “Entry Period”). All times are (GMT-05:00) Eastern Time (“ET”) (US). Entries submitted before or after the Entry Period will not be eligible. Administrator’s computer is the official time-keeping device for the Sweepstakes. Entries submitted before or after the applicable Entry Period will not be eligible.
- How to Enter:** To enter, you must (1) follow @DRaysBay on twitter and @TheBayRepublic on twitter, and (2) during the Entry Period post a tweet about what you are most excited about this season (completion of all actions constitute an “Entry”) with the hashtag “#TBRxDRBsweepstakes”. You will receive one (1) Entry per submission. There is a limit of one (1) Entry per person during the Entry Period. Entries in excess of the allowable limit will not be acknowledged. Entries 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 Administrator. You may not enter more times than indicated by using multiple e-mail addresses, Twitter accounts, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of Administrator. The use of an agency or any automated system to enter is strictly prohibited and Administrator reserves the right to disqualify any entries received through such methods, as determined by Administrator, in its sole discretion. If you utilize 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.

7. **Drawing & Odds:** After the Entry Period, Administrator will select one (1) potential winner in a random drawing of all Entries received. The drawing will take place within twenty-four (24) hours of the end of the Entry Period. You are not guaranteed to receive a prize, and the odds of being selected depend on the number of eligible Entries received.

8. **Notification and Requirements of Potential Winner:** Potential winner will be contacted by direct message on Twitter to the Twitter account used to enter within twenty-four (24) hours of the drawing. Failure to respond to the initial verification notice within seventy-two (72) 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 Administrator 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.

At the sole discretion of the Administrator, 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 Twitter account prior to receipt of notification; (c) potential winner's failure to respond to 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 Administrator; (e) potential winner's failure to provide Administrator with satisfactory proof of age, identity, and residency; (f) potential winner's failure to timely complete and return an affidavit of eligibility and liability/publicity release or other required declarations or releases and (g) any other non-compliance with these Official Rules. In the event of a Prize forfeiture, the Administrator 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 Administrator, they will be declared a winner ("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.

9. **Prize(s):** The winner will receive one (1) prize package, which includes one (1) Jersey (ARV: \$185.00) (the "Prize") with a total approximate retail value ("ARV") up to Fifty Dollars US (\$185.00). **A winner is solely responsible for paying any and all Prize related expenses, including without limitation any and all federal, state, and local taxes, and any and all other costs and expenses not listed above.** Actual/appraised value may differ at time of Prize award. The specifics of the Prize shall be only determined by the Administrator and Prize Provider, and any Prize details not specified above will be determined by Prize Provider and Administrator in their 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 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, Administrator and Prize Provider reserve 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 Administrator and Prize Provider in their sole discretion.

Acceptance of Prize constitutes permission for Administrator to use winner's name and Twitter handle for purposes of advertising and trade without further compensation, unless prohibited by law, as further detailed in these Official Rules.

10. **Sweepstakes Association.** The 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. **Force Majeure.** In the event Administrator or Prize Provider is prevented from awarding the Prize, continuing the Sweepstakes, or the Sweepstakes is not capable of running as planned, due to causes beyond their reasonable control (including but not limited to, fire, epidemics, pandemics, outbreaks, the actions, restrictions, regulations, or decrees of any governmental body (including, but not limited to, any federal, state, or local governmental or administrative body) (collectively, "Governmental Bodies"), travel restrictions being implemented by Governmental Bodies or the World Health Organization, curtailment or interruption of transportation facilities, weather, labor dispute, strike, war, insurrection, terrorism, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, explosions, acts of God, or that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, or other similar or dissimilar event or circumstance (each a "Force Majeure Event"), Administrator reserves the, and has the, right, in its sole discretion, to terminate, modify, extend, or suspend the Sweepstakes, including but not limited to awarding the Prize at random from among the eligible Entries received up to the time of the Force Majeure Event, terminate the Sweepstakes without awarding any Prize, or suspend the Sweepstakes during the Force Majeure Event and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules.

12. **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, Administrator 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. Administrator 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. Administrator has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros or scripts or other technical means for

entering. 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, Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by Administrator to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Administrator by mail or email shall not be deemed proof of receipt of that communication by Administrator. In the event of a dispute as to any online Entry, the authorized account holder of the Twitter Account used to enter will be deemed to be the entrant. The “authorized account holder” is the natural person who is the registered account holder for the applicable Twitter account. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.

13. Release and Limitations of Liability:

(a) By participating in the Sweepstakes and submitting your Entry, you agree to release and hold harmless Administrator, Prize Provider, their respective parents, 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.

(b) By participating in the Sweepstakes and submitting your Entry, you further agree to indemnify and hold harmless the Released Parties from and against any and all claims, demands, damages, costs, liabilities, and causes of action of any nature whatsoever which you or your heirs, representatives, executors, administrators, or any other persons acting on your behalf or on behalf of your estate, have or may have by reason of, are based upon, or arise out of (a) any breach by you of these Official Rules or the warranties and representations made by Entrant herein; (b) 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; (c) Administrator’s exercise of any rights granted by you in these Official Rules; or (d) 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 Administrator’s use of your Entry, name, or Twitter handle and any portion thereof, or the likeness of any natural person therein.

(c) By participating in the Sweepstakes and submitting your Entry, 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.

(d) YOU HEREBY WAIVE THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF YOUR PARTICIPATION AND ENTRY INTO THE SWEEPSTAKES, RECEIPT OF THE PRIZE, AND ACCESS TO AND USE OF THE ADMINISTRATOR TWITTER PAGE, AND INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES, EVEN IF

ADMINISTRATOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE MAXIMUM AGGREGATE LIABILITY UNDER THIS SECTION 13(D), IF ANY, WHETHER IN CONTRACT OR TORT, OF ADMINISTRATOR SHALL NOT EXCEED THE COST OF ENTERING AND PARTICIPATING IN THE SWEEPSTAKES.

14. Publicity/Rights Granted by You:

(a) Except where prohibited by law, by entering and participating in this Sweepstakes, you affirmatively consent and grant to Administrator, and anyone acting on behalf of Administrator, and Administrator's 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 and your name, Twitter handle, and your state and/or city of residence, in any media, without further payment, compensation, or consideration, (i) as news, publicity, or information; (ii) for trade, advertising, or public relations; and (iii) for promotional purposes.

(b) Except where prohibited by law, by entering this Sweepstakes and providing your email to Administrator and Prize Provider, you agree and subscribe to receive email lists, newsletters, and other email marketing communications from Administrator (including DraysBay and SB Nation) and Prize Provider. You can opt-out from receiving these communications at any time by clicking the unsubscribe link or following the opt-out instructions contained in the email lists, newsletters, or email marketing communications

15. Privacy: Any information you submit as part of the Sweepstakes may be collected and shared by Administrator and will be used for purposes of this Sweepstakes and treated in accordance with these Official Rules and Administrator's [Terms and Conditions](#) and [Privacy Notice](#). For any privacy concerns or requests, please refer to Administrator's Privacy Policy.

16. 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 Administrator 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.

17. Third Party Platforms: By participating in this Sweepstakes, entrants hereby release and agree to hold harmless any third party platform (including, but not limited to, Twitter) that may be used, and its affiliates, from any and all liability, loss, or damages arising from or in connection with Sweepstakes or 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 Twitter, Facebook, Youtube, Pinterest, LinkedIn or Google). You understand that you are providing your information to the Administrator of this Sweepstakes and not to Twitter, Facebook, Youtube, Pinterest, LinkedIn or Google.

18. **Results:** To request a winner's list, send a self-addressed, stamped envelope to 1201 Connecticut Ave., 12th Floor, Washington DC 20036, Attn: **DraysBay 2022 Bay Republic Sweepstakes**. Requests must be received within four (4) weeks of the end of the Entry Period.