

Official Rules for The Verge Mystery 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:** ViralSweep at <https://www.viralsweep.com> (“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 10:00 AM ET on Monday, January 24, 2022 and ends at 10:00AM ET on Monday, February 28, 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. The Sponsor’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 (a) visit the article on The Verge titled “Win a Mystery Bag from The Verge Jam-Packed with Free Stuff” at the following link: <https://www.theverge.com/2022/1/24/22881792/tech-bag-sweepstakes-mystery-gear-entry-rules-january-2022> (the “Sweepstakes Website”), and complete the official entry form by entering your name, date of birth, email address, and zip code, and (b) follow The Verge on Twitter at the @vergedeads handle. You will receive one entry for completing the entry form as detailed in this Section 6(a), and one entry for following Verge Deals (@vergedeads) on Twitter (each, an “Entry”). You will receive a total of 1 entry if you complete the entry form as detailed in this Section 6(a) but do not follow Verge Deals (@vergedeads) on Twitter. You will not receive any entries (0 entries) if you follow Verge Deals on Twitter but do not complete the entry form as detailed in this Section 6(a). If you already follow Verge Deals (@vergedeads) on Twitter and you complete the entry form as detailed in this Section 6(a), you will receive 2 entries. 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 submission 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. 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 depend on the total number of eligible entries received.

8. **Notification and Requirements of Potential Winner:** Potential winner will be contacted by email to the email account provided when entering 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.

9. **Prize(s):** The winner will receive one (1) prize pack filled with gadgets from The Verge (a "Verge Gear Prize Pack"), including **1 Alienware M17 Elite Gaming Laptop Backpack (ARV (approximate retail value): \$100); 1 Astro A38 Wireless headset (ARV: \$229); 1 Google Chromecast Audio (ARV: \$35); 1 Google Chromecast (ARV: \$30); 1 Urbanears Plattan 2 headphones (ARV: \$49); 1 Corsair M65 RGB Ultra Mouse (ARV: \$130); 1 B&O Beoplay H3 headphones (ARV: \$150); with a total ARV for the full Verge Gear Prize Pack of \$623. 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.**

10. **Sweepstakes Association.** 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. **Force Majeure.** In the event Sponsor is prevented from awarding the Prize, continuing the Sweepstakes, or the Sweepstakes is not capable of running as planned, due to causes beyond its 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"), Sponsor 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 non-authorized human intervention, 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. Sponsor 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, 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 or email 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.

13. **Release and Limitation of Liability:**

i. By participating in the Sweepstakes, you agree to release and hold harmless Sponsor and 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.

ii. 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) Sponsor'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 Sponsor's use of your Entry and any portion thereof, or the likeness of any natural person therein.

iii. 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.

iv. 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:**

i. Except where prohibited by law, by entering and participating in this Sweepstakes, you understand and affirmatively consent and grant to Sponsor, and anyone acting on behalf of Sponsor, and Sponsor'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 portrait, picture, voice, name, likeness, opinions, image, state of residence, statements about the Sweepstakes, and biographical information in any media, without further payment, compensation, or consideration: (a) as news, publicity, or information; (b) for trade, advertising, or public relations; and (c) for promotional purposes.

ii. Except where prohibited by law, by entering this Sweepstakes and providing your email to Sponsor, you agree and subscribe to receive email lists, newsletters, and other email marketing communications from Sponsor (including the Strategist). 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:** Please review the terms and conditions governing use of the Sweepstakes Platform before entering the Sweepstakes. Any information you submit as part of the Sweepstakes may be collected and shared by Sponsor and 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 its [Terms and Conditions](#) and [Privacy Policy](#) which are included via links on the Sweepstakes Website.

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, and you and Sponsor hereby consent to the jurisdiction and venue of such forum. 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.

17. Third Party Platforms:

i. If this Sweepstakes is hosted, administered, or operated on a third party platform, including without limitation Facebook, Twitter, Youtube, Pinterest, LinkedIn, Instagram, or Google (“Third Party Platform”), then by participating in this Sweepstakes, you 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 Sweepstakes or the awarding, receipt, and/or use or misuse of prizes or participation in any prize-related activities.

ii. 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 or Third Party Platform, including, but not limited to, Facebook, Twitter, Youtube, Pinterest, LinkedIn, Instagram, or Google. You understand that you are providing your information to the Sponsor and/or Sweepstakes Platform of this Sweepstakes and not to Facebook, Twitter, Youtube, Pinterest, LinkedIn, Instagram, or Google, or other Third Party Platform

18. 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 Bag Sweepstakes**. Requests must be received within four (4) weeks of the end of the Entry Period.