Official Rules for the Pivot Schooled Contest

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

1. **Eligibility**: The Pivot Schooled Contest (the "Contest") is open only to legal residents of United States (excluding territories and possessions), who are at least eighteen (18) years of age or older (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 internet access and a valid Twitter account. Employees, independent contractors, interns, officers, directors, and agents of Sponsor, other companies associated with the Contest, the judges, 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 or win. **VOID WHERE PROHIBITED OR RESTRICTED BY LAW**.

2. **Sponsor and Administrator:** The Contest is sponsored by Vox Media, LLC, 1201 Connecticut Avenue, 11th Floor, NW, Washington, DC 20036 ("Sponsor").

3. **Agreement to Official Rules:** By entering the Contest, 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) 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 12:01AM ET on Thursday, July 30, 2020 and ends at 10:00AM ET on Monday, August 3, 2020. All times are (GMT-05:00) Eastern Time (US & Canada). 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:** At the beginning of the Entry Period, Sponsor will post a question about an upcoming Pivot event and announce the Contest from its Pivot Podcast (@PivotSchooled) Twitter Account ("Contest Question"). During the Entry Period, reply to the Contest Question (using the Twitter reply function to the Contest Question) using your personal Twitter Account with an answer or response to the Contest Question. Each such reply made shall constitute one (1) entry, and there is no limit to the number of entries you may submit during the Entry Period (an individual that enters the Contest, an "Entrant"; an Entrant's entry or entries, "Entry(ies)", and all Contest entries, collectively, the "Entries"). Entries must fulfill all Contest 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. If you use fraudulent methods or otherwise attempt to circumvent the rules your Entry(ies) 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 use your mobile device to participate in this Contest, 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.

6. **Entry Content Requirements and Restrictions:**

    i. Your Entry(ies) must not, as determined by Sponsor in its sole discretion: (a) violate any third party rights, including, but not limited to, copyrights, trademark rights, or rights of privacy and publicity; (b) contain defamatory statements; (c) include threats to any person, place, business, or group; (d) be obscene or indecent; (e) depict any risky behavior; (f) prominently feature any third party trademarks or logos, except those of Sponsor; or (g) have been entered in any other contest or have been published or distributed in any other media. Sponsor reserves the right to refuse to post any Entries for any reason. Your Entry(ies) must also comply with Twitter's terms of use and content guidelines and rules. Modifying, enhancing, or altering a third party's preexisting work does not qualify as Entrant's original creation.

    ii. Entrants are responsible for securing necessary permissions and licenses for any persons and/or materials contained in their Entry(ies). Entries 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 defined below), as determined by such entities solely in their respective discretion; or does not comply with the terms or conditions or guidelines posted by Twitter.

    iii. Failure of any Entry(ies) to comply with the above requirements and restrictions or other requirements and restrictions in these Official Rules 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. An Entry(ies) must be suitable for presentation in a public forum, in the sole determination of Sponsor.

7. **Selection of Winners:** Sponsor will evaluate all Entries and select one (1) winner based on the following Judging Criteria: Creativity (50%) and Educational Value (50%) ("Judging Criteria"). In the event of a tie, an additional "tie breaker" judge will judge the tied entries

based on the same criteria. You are not guaranteed to receive a prize, and the odds of being selected depend on the number of entries received and the performance of each entrant.

8. **Notification and Requirements of Potential Winners**: Sponsor will attempt to notify potential winner by direct message to the Twitter account used to enter the Contest within two (2) business days of the date of selection. If a potential winner does not respond to the notification within forty-eight (48) hours after the notice is sent, the Sponsor will select an alternate potential winner in his/her place according to the Judging Criteria. Only one (1) 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 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. 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/or the selection of an alternate potential winner may result from any of the following: (a) potential winner's failure to respond to initial verification notice; (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 Sponsor's comment and direction; (d) potential winner's account "privacy" is set so that the potential winner's account/updates/responses/comments may not be received or 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 an 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 (as defined below) 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 ("Winner"). The receipt by Winner of the Prize offered in this Contest 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 CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED

9. **Prize(s):** The one (1) Winner will receive one (1) Pivot Schooled sweatshirt, with an approximate retail value (ARV) of sixty dollars ($60.00). **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 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 to a physical address in the United States as designated by Winner, as applicable. 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, Sponsor reserves the right to substitute the Prize with another prize of equal or greater value or with a cash prize if the Prize

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, Twitter handle, and Entry(ies) for purposes of advertising and trade without further compensation, unless prohibited by law, as further detailed in these Official Rules.

10. **Contest 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. **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 non-authorized human intervention, 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; (b) award the Prize at random from among the eligible Entries received up to the time of the impairment, (c) terminate the Contest 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 Contest 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 Contest, to void Entries for any reason, including, but not limited to; multiple entries from the same user from different Twitter accounts; multiple entries from the same computer in excess of that allowed by Contest 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 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, email, or Twitter shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to any Entries, the authorized account holder of the Twitter Account used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is the authorized person that opened and is listed as the owner of the Twitter Account. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

12. **Release/Indemnification/Limitations of Liability:**

    i. By participating in the Contest and submitting your Entr(ies), you agree to indemnify, release, and hold harmless Sponsor, Twitter, 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 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; or (e) errors in the administration of the Contest or the processing of Entries.

ii. Except for any liability for death or personal injury caused by their negligence, liability for fraud, or liability for Sponsor's breach of these Official Rules, by participating in the Contest, you agree to indemnify, release, and hold harmless the Released Parties from and against any and all claims, demands, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), liabilities, 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, are based upon, or arise out of (a) any breach by Entrant of these Official Rules or the warranties and representations made by Entrant herein; (b) any injuries, losses or damages of any kind (including, without limitation, death), to persons, or property resulting in whole or in part, directly or indirectly, from Entrant's participation in the Contest or receipt or use of any Prize; (c) Sponsor's exercise of any rights granted by Entrant in these Official Rules; (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 the Entr(ies) and any portion thereof (including but not limited to Entrant's Twitter handle), or the likeness of any natural person therein; and (e) Entrant's participation in Contest or compliance or non-compliance with these Official Rules.

iii. You further acknowledge and 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, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

iv. By participating in the Contest and submitting your Entr(ies), you understand the Releases Parties have not arranged for and do not carry any insurance of any kind for any participant's benefit and that any participant will be solely responsible for obtaining and paying for any medical, life, accident, automobile, property or other insurance relative to his/her participation in Contest.

13. **Publicity/Rights Granted by You:**

i. Except where prohibited by law, by entering and participating in this Contest, 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 Entry(ies), your name, Twitter handle, image, and statements about the Contest 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 the Contest and submitting your Entry(ies), you grant 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 Entry(ies) through any and all media available at any time during, or after, the Entry Period on any related websites, in any Contest materials, whether related or unrelated 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 Entry(ies) have been waived and Entrant acknowledges and agrees that Sponsor may use any ideas from any Entry(ies) or other submitted materials, whether or not Entrant has been awarded a Prize in connection with any such Entry(ies).

14. **Warranties and Representations**: By submitting your Entr(ies), you represent and warrant that (a) the Entr(ies) is an original work and creation created solely by you for entry in the Contest; (b) your Entry is under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Entr(ies), and each Entr(ies) must be free of any and all liens, encumbrances, and claims of third parties; (c) to the extent the Entr(ies) depicts any individual or features the voice of any individual, you are the individual pictured and heard in the submission, or, alternatively, that you have obtained written permission from each person appearing in the Entr(ies), and can make written copies of such permissions available to Sponsor upon request; (d) the Entr(ies) complies with all requirements of these Official Rules, (e) nothing in the Entr(ies)y 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 Entr(ies).

15. **Privacy:** Any information you submit as part of the Contest may be collected and shared by Sponsor and will be used for purposes of this Contest and treated in accordance with Sponsor's Terms and Conditions and 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 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.

17. **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, Twitter, Youtube, Pinterest, LinkedIn or Google) ("Third Party Platform"), then by participating in this Contest, 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 Contest 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 or Google). You understand that you are providing your information to the Sponsor of this Contest and not to Facebook, Twitter, Youtube, Pinterest, LinkedIn or Google or other Third Party Platform.

18. **Results:** To request a winners list, send a self-addressed, stamped envelope to Vox Media, LLC, 1201 Connecticut Ave., 11th Floor, Washington DC 20036, Attn: Pivot Schooled Contest. Requests must be received within four (4) weeks of the end of the Entry Period.