

# OFFICIAL RULES FOR THE “ON THE VERGE CAR GIF-AWAY” CONTEST

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

1. **Eligibility:** The On The Verge Car GIF-away Contest (the “Contest”) is open only to legal residents of the United States who are at least eighteen (18) years of age. Employees of Vox Media, Inc., Ford Motor Company, or other companies associated with the Contest, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible to enter.
2. **Sponsor:** The Contest is sponsored by Vox Media, Inc., 1740 N Street, NW, Washington, DC 20036 (“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 on September 24, 2012 when Sponsor posts an announcement for the Contest on <http://www.theverge.com/2012/9/23/3379494/on-the-verge-gif-contest> with the post title “On The Verge Car GIF-away – Win a Ford Focus EV” (the “Contest Post”). The Contest Post will be displayed at approximately 12:00 p.m. ET on September 24, 2012. The Contest ends at 11:59 p.m. ET on October 1, 2012. Entries submitted before or after the Entry Period will not be eligible. Sponsor’s computer is the official time-keeping device for the Contest and the official start time of the Entry Period will be the timestamp displayed in connection with the Contest Post.
5. **How to Enter:** To enter the Contest, you must (a) be a registered user of [www.theverge.com](http://www.theverge.com) (“The Verge”) and (b) submit an original animated image file with the extension “.gif” (a “Gif”) in response to the Contest Post in accordance with the instructions and standards set forth below. There is a limit of one (1) Entry per person/e-mail address during the Entry Period. The receipt of Entries by Sponsor will not be acknowledged.
  - a. **Becoming a Registered User:** To register as a user of The Verge, go to [www.theverge.com](http://www.theverge.com) and click on the “Join” button in the top-left corner of the page. You may login using your existing Facebook, Yahoo, or Open ID account or create a unique account with The Verge. Once registered, login in with your account username and password.
  - b. **Creating Your Gif:** Using the “On the Verge: Episode 009” (the “Show”) as inspiration, create your own original Gif inspired by the Show. The Show will be distributed on The Verge YouTube Channel on September 24, 2012 at approximately 12:00 p.m. (ET). The Gif must use at least five (5) frames of

content from the Show, may not exceed 10 MB in size, and must be animated. Gifs that do not comply with these specifications will not constitute valid Entries.

- c. **Submitting a Gif:** Once the Contest Post is live on The Verge, post a comment containing your Gif in response to the Contest Post. To post a comment, click on the “Add Yours” text button at the top of the comment field for the Contest Post and then include your Gif in the comments field of the Contest Post using the “Insert URL/Image” button. You may need to use an image hosting service (e.g. [www.imgur.com](http://www.imgur.com)) in order to upload your Gif to the comments field of the Contest Post. Your comment, and the accompanying Gif constitute an “Entry” in the Contest. Comments submitted without an accompanying Gif will not constitute an Entry for purposes of this Contest.
6. **Content Requirements:** Your Entry must not: (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, as determined by Sponsor in its sole discretion; (f) contain any third party trademarks or logos; and (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 Entry for any reason.
7. **Entrant’s Warranties and Representations:** By submitting an Entry, you warrant and represent that: (a) the Entry is an original work created solely by you for entry in the Contest; (b) you own all rights to the Entry; (c) to the extent the Entry 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 Entry to grant the rights to Sponsor described in the “Sponsor’s Rights to Entries” section below, and can make written copies of such permissions available to Sponsor upon request; and (d) the Entry complies with all requirements of these Official Rules.
8. **Sponsor’s Rights to Entries:** By participating, you: (a) irrevocably grant Sponsor, its agents, licensees, and assigns the unconditional and perpetual (non-exclusive) right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your Entry as-is or as-edited (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party; (b) forever waive any rights of copyrights, trademark rights, privacy rights, and any other legal or moral rights that may preclude Sponsor’s use of your Entry, or require any further permission for Sponsor to use the Entry; and (c) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor on the grounds that any use of the Entry, or any derivative works, infringes any of your rights as creator of the Entry, including, without limitation, copyrights, trademark rights, and moral rights.

9. **Judging:** After the Entry Period, the editorial team for The Verge (the “Judges”) will evaluate all eligible entries and select one (1) potential winner(s) based on the following Judging Criteria:
- (i) ***Humor***: Ability of the Gif to generate laughs from the Judges (Max: 50 points),
  - (ii) ***Overall Creativity***: Creativity and originality of the Gif (Max: 25 points), and
  - (iii) ***Execution***: Overall functionality and technical execution of the Gif (Max: 25 points).

The highest possible score for any Entry is 100. In the event of a tie, the highest score in Criterion (i) (*Humor*) will be used to break any ties. In the event that there is still a tie after the first tie-breaker, then the highest score in Criterion (ii) (*Overall Creativity*), will be used to break the tie. In the event that there is still a tie after the second tie-breaker, then the highest score in Criterion (iii) (*Execution*) will be used to break the tie. The odds of being selected depend on the number of entries received and the performance of each entrant.

10. **Notification and Requirements of Potential Winners:** Sponsor will attempt to notify potential winners within seven (7) business days of the date of selection. If a potential winner does not respond within seven (7) 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 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, a liability/publicity release, and a release in which he/she irrevocably assigns and transfers to Sponsor any and all rights, title, and interest in Entry, including, without limitation, all copyrights and trademark rights, and waives all moral rights in the Entry. 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. Only three (3) alternate potential winners may be contacted.
11. **Prize(s): 2013 Ford Focus Electric Car (ARV: \$40,000.00).** A winner is responsible for paying any applicable income taxes and any and all other taxes, fees, surcharges, costs and expenses not listed above which arise from the acceptance or use of the prize, including without limitation, insurance, registration fees, delivery, transportation or travel charges incurred in connection with taking possession of the vehicle, dealer preparation fees and/or additional options, additions or equipment. Winner must have a valid U.S. driver's license issued in his/her state of residence and proof of insurance to take delivery of the car. The prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor and the vehicle may be different than the specific vehicle shown in connection with the Contest Post or Show. Any prize details not specified above, including the color, options, package, and accessories of the vehicle, will be determined

by Sponsor in its sole discretion. Winner is not eligible for any rebates, cash back, or other incentives, which may be available at the time of vehicle delivery. 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.

12. **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 Judging Criteria 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.
13. **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.
14. **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 Sponsor’s [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.

15. **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.
16. **Results:** To request a winners list, send a self-addressed, stamped envelope to 1740 N. Street NW, Washington, DC 20036, Attn: On The Verge Car GIF-away. Requests must be received within four (4) weeks of the end of the Entry Period.