"Slutever Giveaway" Sweepstakes Official Rules

BY ENTERING THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE VICE (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

WINNER WILL BE REQUIRED TO RESPOND TO WINNER NOTIFICATION AND OTHER COMMUNICATIONS FROM VICE (DEFINED BELOW) WITHIN TWENTY-FOUR (24) HOURS ACCORDING TO THE NOTICE(S) FROM VICE OR PRIZE MAY BE FORFEITED (IN VICE'S SOLE DISCRETION).

OVERVIEW: "Slutever Giveaway" Sweepstakes ("Sweepstakes") begins at 3:00:01 p.m. (EST) on February 14, 2018 and ends at 3:00:01 p.m. (EST) on March 7, 2018 ("Sweepstakes Period").

ELIGIBILITY: This Sweepstakes is open only to legal residents of any one (1) of the fifty (50) United States, the District of Columbia and Canada. **VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW.** This Sweepstakes is open only to people who are **eighteen (18) years of age or older** in their state of residence on the date of entry in this Sweepstakes. Employees, officers, directors, members, managers, agents, and representatives and family members of such individuals (or people living in the same household whether related or not) of VICE Media LLC ("VICE"), and their respective corporate partners, parent companies, divisions, subsidiaries, affiliates, successors in interest, advertising, promotion and public relations agencies (collectively, the "Sweepstakes Entities") are not eligible to participate or win a prize. For purposes of this Sweepstakes, family members are defined as spouse, partner, mother, father, legal guardian, in-laws grandmother, grandfather, brother, sister, children and grandchildren. Participation in this Sweepstakes constitutes Participant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of VICE.

TO ENTER: To enter, eligible individuals (see "Eligibility" section above for eligibility requirements) may enter the Sweepstakes by going to <u>www.vicland.com/win</u> and completing the online entry form in full and submit the entry as instructed (each such individual referred to herein as a "Participant" and each submission referred to herein as an "Entry"). All fields on the entry form must be completed unless they are indicated as optional.

There is a limit of one (1) Entry per Participant. Each Participant should review all personal information entered for accuracy purposes and make all corrections necessary to inaccurate data before submitting his/her Entry. Other proof of submitting or attempting to submit an Entry (such as, without limitation, a printed, saved or copied automated receipt confirming Entry or a "thanks for entering" screen or message) does not constitute

proof of actual receipt of the Entry for purposes of this Sweepstakes. Those who do not abide by these Official Rules or the instructions of VICE, or who do not provide all required information will be disgualified in VICE's sole discretion. Entries or participation that is forged, altered, incomplete, lost, late, misdirected, mutilated, illegitimate, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries or participation made by any other individual or any entity or group, or originating at any web site other than as set forth specifically above, including, without limitation, through commercial promotion subscription notification or entering services, will be declared invalid and disgualified for this Sweepstakes. As a condition of entering the Sweepstakes, without limiting any other provision in these Official Rules, each Participant gives consent for VICE and its agents to obtain and deliver his or her name, address and other information and content to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations, and rules. VICE will review Entries before they are posted and any Entry may or may not be posted, in VICE's sole discretion. ENTRIES WILL NOT BE ACKNOWLEDGED OR RETURNED AND, IN FACT, MAY BE DESTROYED. KEEP A COPY OR THE ORIGINAL OF EACH ELEMENT OF YOUR PARTICIPANT CONTENT. ANY ENTRY OR PARTICIPANT CONTENT THAT DOES NOT CONFORM TO THE REOUIREMENTS IN THESE OFFICIAL RULES WILL BE DEEMED INELIGIBLE IN VICE'S SOLE DISCRETION.

WINNER: VICE will randomly select five (5) grand prize winners (each, a "Winner") from the eligible submitted Entries.

WINNER NOTIFICATION: Each Winner shall be notified by email. As a condition of entering the Sweepstakes, Winner agrees (if requested by VICE) to complete, sign, have notarized (if applicable) and return an affidavit of eligibility/declaration and liability/publicity release (unless prohibited by law), without alteration, twenty-four (24) hours and if required by VICE in its sole discretion (which may require providing Winner's Social Security Number and/or government-issued identification number and/or copy thereof for tax purposes and/or age verification purposes), or Prize (as defined below) may be forfeited. In the event of noncompliance with these requirements, the Prize may be forfeited in VICE's sole discretion. The affidavit of eligibility/declaration and liability/publicity release (unless prohibited by law) is subject to verification by VICE. VICE reserves the right to modify the notification procedures in connection with the selection of any alternate potential Winner, if any. Upon Prize forfeiture, no compensation will be given and VICE will have no responsibility or liability to that Participant. To claim a Prize, Winner must follow the directions in his or her notification.

If any Prize, Prize notification or Sweepstakes-related communication is rejected, faulty, or returned as undeliverable, if the potential Winner does not respond according to the notification's or VICE's instructions, if the Winner or potential Winner fails to comply with these Official Rules, or if a potential Winner cannot be reached after a reasonable attempt has been made by VICE (as determined by VICE in its sole discretion) or does not respond according to the notification's or VICE's instructions, that Winner or

potential Winner may be disqualified and an alternate Winner may be selected by VICE in its sole discretion.

WINNER AND PRIZE: On or about March 8, 2018, five (5) Winners, subject to verification, will be selected in a random drawing from all eligible Entries received and notified via email. No more than the stated prizes will be awarded. The prize ("Prize") for each Winner shall consist of (collectively): (i) one (1) copy of the book "Slutever" by Karley Sciortino; (ii) one (1) "Slutever" necklace; and (iii) one (1) pair of "Slutever" unisex underwear (ARV: \$56.98 USD).

Prizes, if legitimately claimed, will be awarded. Prize details not specifically stated in these Official Rules will be determined in VICE's sole discretion. All expenses not specifically mentioned herein, are not included as part of the Prize, and are solely the Winner's responsibility. VICE is not responsible for and will not replace any lost, mutilated or stolen Prize (or portion thereof) or any Prize (or portion thereof) that is undeliverable or does not reach a Winner because of incorrect or changed contact information. VICE is not responsible for any inability of any Winner to accept or use any Prize (or portion thereof) for any reason. No transfers, Prize substitutions or cash redemptions will be made, except at VICE's sole discretion. VICE reserves the right to substitute the stated Prizes or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, prize unavailability. No more than the stated Prizes will be awarded. VICE may require each Winner to execute additional agreements as VICE determines in its sole discretion, including but not limited to personal releases for participation as Winner as part of the Prize awarded, as a precondition of receiving the Prize. VICE is not responsible and Winner will not receive the difference between the actual value of the Prize at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or materials.

Participants waive the right to assert as a cost of winning any Prize, any and all costs of verification and redemption or travel to claim the Prize and any liability and publicity which might arise from claiming or seeking to claim said Prize.

LIMITATION OF LIABILITY: EACH PARTICIPANT AGREES TO RELEASE, DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE SWEEPSTAKES ENTITIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF EACH (COLLECTIVELY, "RELEASED PARTIES") FOR ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH PARTICIPATION IN THE SWEEPSTAKES, THE ACCEPTANCE, POSSESSION, USE, MISUSE OR AWARDING OF THE PRIZE, WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY SWEEPSTAKES-RELATED ACTIVITY INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS OR ACCIDENT TO PERSON OR PROPERTY. EACH WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING WITHOUT LIMITATION ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, THE SWEEPSTAKES ENTITIES ARE NOT RESPONSIBLE IN ANY WAY FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY. WINNER ACKNOWLEDGES THAT HE/SHE IS SOLELY RESPONSIBLE FOR ANY ACTIONS, CLAIMS OR LIABILITIES OF HIS/HER GUEST RELATED TO SWEEPSTAKES-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY ACTIONS, CLAIMS OR LIABILITIES RELATED TO THE GUEST'S USE OF THE PRIZE.

ADDITIONAL DISCLAIMERS: Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the Participant or by human error: entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of the stated limit; any lost, late, incomplete, illegible, mutilated, or misdirected entries, e-mail, mail, or Sweepstakesrelated correspondence or materials or postage-due mail; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos or misprints in these Official Rules, in any Sweepstakes-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or Entry information. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Participant's e-mail account to receive e-mail messages. Released Parties are not responsible for any changes or unavailability of any application that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions on VICE's ability to use those platforms for the Sweepstakes as set forth herein that are not acceptable to VICE) or ability of Participant to timely enter, receive notices or communicate with VICE, in which case VICE, in its sole discretion, may terminate or modify the Sweepstakes. Released Parties are not responsible, and may disqualify a Participant, if his or her e-mail address, telephone, or other contact information does not work or is changed without Participant giving prior written notice to VICE. Without limiting any other provision in these Official Rules, Released Parties are not responsible or liable to any Participant or Winner or any person claiming through such Participant or Winner for failure to supply the prize or any part thereof in the event that any of the Sweepstakes activities or the Released Parties' operations or activities are affected, as determined by the VICE in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion,

unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slowdown, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above.

GENERAL RULES: By entering the Sweepstakes (except where prohibited by law), each Participant grants the Sweepstakes Entities the irrevocable, sublicensable, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, prize information, biographical information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), world-wide, without any limitation of time and without notice, review or approval and each Participant releases all Released Parties from any and all liability related thereto. Furthermore, by entering the Sweepstakes (except where prohibited by law), each Participant grants the Sweepstakes Entities the right to include the email address Participant uses as part of his/her Sweepstakes Entry in the distribution list of VICELAND-related emails (including news and promotional emails). Nothing contained in these Official Rules obligates VICE to make use of any of the rights granted herein and Winner waives any right to inspect or approve any such use.

VICE's decisions will be final in all matters relating to this Sweepstakes, including interpretation of these Official Rules and awarding of the prize. All Participants, as a condition of Entry, agree to be bound by these Official Rules and the decisions of VICE. Failure to comply with these Official Rules may result in disqualification from this Sweepstakes. Participants further agree to not damage or cause interruption of the Sweepstakes and/or prevent others from using the Sweepstakes. VICE reserves the right to restrict or void online entries or participation from any IP address if any suspicious Entry and/or participation is detected. VICE reserves the right, in its sole discretion, to void entries of any Participants who VICE believes have attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes. VICE's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in VICE's sole discretion. Participants waive any right to claim ambiguity in the Sweepstakes or these Official Rules. If VICE determines at any time in its sole discretion that the Winner or potential Winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that VICE deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, VICE reserves the right to disqualify that Winner or potential Winner, even if the disqualified Winner or potential Winner may have been notified or displayed or

announced anywhere. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If the Sweepstakes is not capable of running as planned for any reason, VICE reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes and award the prize from eligible entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by VICE. If any person supplies false information, obtains entries by fraudulent means or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, VICE may disgualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. In the event of a dispute concerning the identity of a Participant, the Participant will be declared to be the registered account holder of the e-mail address of record at the time of Entry, but only if that person meets all other eligibility criteria, otherwise the Entry may be disqualified and any potential prize won will be forfeited in VICE's sole discretion. A registered account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential Winner may be required to provide VICE with proof that he/she is the registered account holder of the e-mail address associated with the potentially winning Entry. If a dispute cannot be resolved to VICE's satisfaction, the Entry will be deemed ineligible. Any damage made to any social media, platform or online service will be the responsibility of the registered account holder of the e-mail address for the applicable account. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE SWEEPSTAKES VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, VICE MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK ANY AND ALL REMEDIES AVAILABLE TO THE FULLEST EXTENT PERMITTED BY LAW.

Disputes/Governing Law: Except where prohibited, as a condition of participating in this Sweepstakes, each entrant agrees that any and all disputes that cannot be resolved between the entrant and any Sweepstakes Entity, claims and causes of action arising out of or connected with this Sweepstakes, or the prize awarded, or the determination of the Winner must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an entrant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-pocket expenses (if any), not to exceed ten U.S. dollars (\$10 USD), and entrant further waives all rights to have damages multiplied or increased.

This Sweepstakes and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the United States in the State of New York, without reference to its conflicts of law principles. Any legal

actions, suits or proceedings related to this Sweepstakes (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in New York, New York and each entrant accepts and submits to the personal jurisdiction of these New York courts with respect to any legal actions, suits or proceedings arising out of or related to this Sweepstakes.

WINNER LIST/OFFICIAL RULES: To find out who won, send a self-addressed stamped envelope to the following address within three (3) months of the end of the Slutever Swag Giveaway, 49 S. 2nd Street, Brooklyn, NY 11211. For a copy of these Official Rules during the Sweepstakes Period, visit viceland.com/win or send a self-addressed stamped envelope to the following address for receipt during the Slutever Giveaway, 49 S. 2nd Street, Brooklyn, NY 11211. Only one (1) request of either type per outer envelope will be fulfilled. Vermont residents may omit return postage for rules requests.

// End of Official Rules //