

Official Rules for the Besties 2013 Game of the Year Contest

No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

1. **Eligibility:** The **Besties 2013 Game of the Year Contest** (the “Contest”) is open only to legal residents of the United States (excluding territories and possessions) and Canada (excluding Quebec) who, at the time of entry, are at least eighteen (18) years of age and are registered members of www.polygon.com (the “Contest Site”). Employees, independent contractors, interns, officers, directors, and agents Sponsor, other companies associated with the Contest, as well as the immediate family (spouse, parents, siblings, and children, and their respective spouses) and household members of any of the foregoing, are not eligible to enter.
2. **Sponsor:** The Contest is sponsored by Vox Media, Inc., 1201 Connecticut Avenue NW, 11th Floor, 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 at e.g. 12:01 AM ET on December 19, 2013 and ends at 12:01 AM ET on December 23, 2013, after which time all selections must be finalized and may not be revised (the “Entry Period”). The Sponsor will post a written announcement on the Contest Site once the Contest begins and ask members to submit selections for the **Besties 2013 Game of the Year** (the “Tournament”). 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:** To enter the Contest, you must (i) be a registered member of the Contest Site, and (ii) submit selections for all matches in the Tournament (each, a “Match”).
 - i. ***Becoming a Registered User of the Contest Site.*** Visit the Contest Site and if you are not already a registered user of the Contest Site, click “Sign Up” and register as a member of the Contest Site.
 - ii. ***Submitting an Entry.*** Once the Contest Post is live on the Contest Site, entrants will be able to submit an entry form (an “Entry”) by completing all required fields in the Entry Form provided by Sponsor for the Contest, available [here](#). The Entry Form will either be hyperlinked or embedded in the Contest Post. An Entry will be deemed ineligible if it does not contain a response for each of the required fields.
6. **Objective:** During the Tournament, Sponsor’s employees will be pitting two (2) video games against each other in a head to head Match. Sponsor will declare a winning video game for each Match, according to Sponsor’s independently determined criteria, and that winning video game will advance to the next round. At the conclusion of the Tournament, Sponsor will declare a winning video game for the entire Tournament. Entrants will select a Tournament bracket for fifteen (15) Matches. Entrants will receive points for each Match in which they accurately predict the winning video game for that particular round. An entrant’s final score will be the total of all of his or her points earned during the Tournament. Entrants may not change selections after the initial submission of the user's bracket.
7. **Scoring:** Each bracket for the Tournament will be scored as follows:
 - Round One Matches: 1 point(s) for each correctly identified Match winner

- Round Two Matches: 2 point(s) for each correctly identified Match winner
- Round Three Matches: 4 point(s) for each correctly identified Match winner
- Final Round Matches: 8 point(s) for each correctly identified Match winner

8. **Selection of Winners:** The object of the Contest is to accurately predict the outcome of the Tournament. The Sponsor will calculate and aggregate scores for all entrants during the Entry Period and may, from time to time during such Entry Period, publish Contest “standings” on the Contest Site. At the end of the Tournament, the entrant that has accumulated the most points will be named the winner. In the event of a tie between one or more entrants, Sponsor will select, from among the tiebreaker group, the entrant that was the first to submit an Entry (according to the Google Form time submission timestamp). The odds of being selected depend on the number of entries received and the performance of each entrant.
9. **Notification and Requirements of Potential Winners:** Sponsor will attempt to notify potential winners within three (3) business days of the date of selection. If a potential winner does not respond within three (3) 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 and liability/publicity release. 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.
10. **Prize(s):** *Quantity of Prizes:* One (1) Grand Prize winner *Grand Prize: Polygon “Swag” Package containing: (i) Plants vs. Zombies stuffed peashooter (\$20), (ii) Angry Birds: Hatching a Universe Book (\$30), (iii) Hipshotdot (\$30), (iv) Angry Birds Telepods (\$5), (v) Call of Duty Ghosts Spectre Earforce Headphones (\$299), and (vi) Disgaea D2 A Brighter Darkness Limited Edition (\$199). ARV of Grand Prize: \$583.00 USD; \$620.60 CAN.* A winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor in its sole discretion. 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.
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 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 procedures set forth above 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.

12. **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.
13. **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.
14. **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.
15. **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 or Twitter) (“Third Party Platform”), then by participating in this Contest, entrants hereby release and agree to hold harmless such Third Party Platform 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 Third Party Platform.
16. **Results:** To request a winners list, send a self-addressed, stamped envelope to Vox Media, Inc. 1201 Connecticut Avenue, 11th Floor, Washington, DC 20036, Attn: Besties Game of the Year 2013. Requests must be received within four (4) weeks of the end of the Entry Period.