**Official Rules for the 2013-14 NBA Season January Grind Prophecies Contest**

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

**1. Eligibility:** 2013-14 NBA Season November Grind Prophecies Contest (the “Contest”) is open only to legal residents of the United States and Canada (excluding Quebec) who, at the time of entry, are at least eighteen (18) years of age and are registered members of

www.grizzlybearblues.com (the “Contest Site”). 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.

**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 with the Phoenix Suns vs. the Memphis Grizzlies on January 2nd of 2014, when the Sponsor announces on the Contest Site that the Entry Period has started and the Sponsor will be accepting entries in connection with one or more Memphis Grizzlies’ games during the Entry Period (each, a “Game”) and will end on January 31st of 2014 with the Minnesota Timberwolves vs. the Memphis Grizzlies (the “Entry Period”). Prior to a Game, the Sponsor will post a written announcement on the Contest Site and ask members to submit predictions in connection with that Game. Each such written announcement posted on the Contest Site shall be referred to herein as a “Contest Post”. Entries submitted before the Entry Period has started, of after the Entry Period has ended will not be eligible. Entries submitted, or revised, after the official NBA tip-off time of any Game 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 (a) be a registered user of the Contest

Site, and (b) submit predictions in connection with at least one Game in response to a

Contest Post (as defined in accordance with the instructions set forth below. There is a

limit of one (1) entry per person/user name for the Contest Site. Entries will not be

acknowledged.

a. Becoming a Registered User. 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. Once registered, login to the Contest Site with your account

username and password.

b. Submitting an Entry. Once a Contest Post is live on the Contest Site, post a

comment containing your predictions in response to the Contest Post for the

relevant Game (an “Entry”). An Entry must be submitted prior to the official

start time of the Game in order to be scored and judged by the Sponsor in

connection with this Contest. An Entry will be deemed ineligible if it does not

contain, for the applicable Game, a prediction in each of four (4) prediction

categories articulated by the Sponsor as scored categories for such Game. An

Entry will also be deemed ineligible if it contains multiple predictions for any

Scored Prediction Category (defined below) that requires only one response (e.g.,

An entry that names four (4) Most Valuable Players for one (1) game will be

deemed ineligible). The four (4) scored prediction categories (each, a “Scored

Prediction Category”) are as follows:

 Game Score: Guess the final score and the winner of the Game.

 Most Valuable Player: Guess the Most Valuable Player of the Game (as

determined by the NBA) or the “Grindmaster of the Game” (as determined

by the Sponsor if the NBA does not name a Most Valuable Player).

 Sponsor’s Choice: Make a prediction about the Game in response to a

question posed by the Sponsor.

 2nd Sponsor’s Choice: Make a prediction about the Game in response to a

question posed by the Sponsor.

**6. Scoring.** For each Game during the Entry Period, entrants will earn points in the

following manner:

a. Game Score. Three (3) points for correctly guessing the final score and the

winner of the Game; provided that if no entrant correctly guesses the final score

and the winner of the Game, the entrant that predicts the score that has the lowest

total differential from the actual score of such Game will receive one (1) point. If

one or more entrants have the same point differential, then such entrants will each

receive one (1) point.

b. Most Valuable Player. Three (3) points for correctly guessing the Most Valuable

Player or “Grindmaster of the Game”. If the NBA does not name a Most

Valuable Player and the Sponsor believes that there was more than one

“Grindmaster of the Game”, the Sponsor may award the title to two (2) players.

If the title of “Grandmaster of the Game” is awarded to two (2) players, an entrant

will receive two (2) points if he or she correctly guessed one of the named

players.

c. Sponsor’s Choice. Three (3) points for correctly predicting the response to the

“Sponsor’s Choice” Scored Prediction Category; provided that if no entrant

correctly guesses the response to the “Sponsor’s Choice”, the entrant that most

accurately predicts the response, without going over, will receive one (1) point. If

one or more entrants have guessed the same score, then such entrants will each

receive one (1) point.

d. 2nd Sponsor’s Choice. Three (3) points for correctly predicting the response to the

“2nd Sponsor’s Choice” Scored Prediction Category; provided that if no entrant

correctly guesses the response to the “Sponsor’s Choice”, the entrant that most

accurately predicts the response, without going over, will receive one (1) point. If

one or more entrants have guessed the same score, then such entrants will each

receive one (1) point.

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.

The entrant that has accumulated the most points at the conclusion of the Entry Period

shall be selected by the Sponsor as the winner. In the event of a tie between one or more

entrants, Sponsor will ask the entrants to estimate or correctly guess a response to a

tiebreaker question (e.g., what will be the point differential in “x” game).

**7. Notification and Requirements of Potential Winners:** Sponsor will attempt to notify

potential winners within five (5) 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.

**8. Prize(s):** One (1) prize will be awarded. Description of Prize: A Memphis Grizzlies replica jersey, player, size and color (home, road, or alternate) to be determined by

the winner of the contest. ARV of Prize: $100 including shipping. $ (US Dollars); $

$101.69 (Canadian Dollars). 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

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**13. 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.

**14. Results:** To request a winners list, send a self-addressed, stamped envelope to 1201

Connecticut Avenue, 11th Floor, Washington, DC 20036, Attn: 2013 Playoffs Grind

Prophecies. Requests must be received within four (4) weeks of the end of the Entry

Period.