

Official Rules for the Hammer and Rails Bracket Challenge

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

1. **Eligibility:** The Hammer and Rails Bracket Challenge Sweepstakes Promotion (the “Promotion”) is open only to legal residents of the United States (excluding territories and possessions) who, at the time of entry, are at least eighteen (18) years of age and are registered members of www.hammerandrails.com (the “Promotion Site”). Employees, independent contractors, interns, officers, directors, and agents of Sponsor, The Basketball Tournament (“TBT”), other companies associated with the Promotion, 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 Promotion is sponsored by Vox Media, LLC, 1201 Connecticut Avenue NW, 12th Floor, Washington, DC 20036 (“Sponsor”).
3. **Agreement to Official Rules:** By entering the Promotion, 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 Promotion begins at 4:00 p.m. ET on July 13, 2022 and ends prior to the scheduled tip-off time of the first game in the first round of the The Basketball Tournament tournament (the “Tournament”) (currently scheduled for July 16, 2022 at 12:00pm Central Daylight Time (CDT) after which all selections must be finalized and may not be revised (the “Entry Period”). Entries submitted before or after the Entry Period will not be eligible. Sponsor’s computer is the official time-keeping device for the Promotion.
5. **How to Enter:** To enter the Promotion, you must (i) be a registered member of the Promotion Site (www.hammerandrails.com), (ii) be a registered member of the TBT Bracket Challenge site (the “Tournament Site”), (iii) be a registered member of the league entitled “Bring on the Cats” (the “League”) on the Tournament Site, and (iv) create and submit an entry for the League on the Tournament Site.
 - i. ***Becoming a Registered User of the Promotion Site.*** Visit the Promotion Site (www.hammerandrails.com) and if you are not already a registered user of the Promotion Site, click “Sign Up” and register as a member of the Promotion Site.
 - ii. ***Becoming a Registered User of the Tournament Site.*** Visit the Tournament Site at <https://bracket.thetournament.com/>) to register for a Tournament Site account.
 - iii. ***Becoming a Member of the League.*** Locate the League on the Tournament Site and click to join.
 - iv. ***Creating and Submitting an Entry.*** Once signed up to participate in the League on the Tournament Site, an entrant must submit the participant’s “selections” in accordance with the rules of the Tournament Site to predict the outcome of all games in the Tournament (an “Entry”). There is a limit of one (1) entry per person/e-mail address. Entries will not be acknowledged. 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.

6. **Selection of Winners:** Entrants will earn points for correctly guessing the outcome of each game in the Tournament, as explained in the Official Rules on the Tournament Site, located here: <https://thetournament.com/contest-rules/> ("TBT Rules"). At the end of the Tournament, entrants will be ranked by the Sponsor, according to accumulated point scores ("Promotion Rankings"). The First Place winner will be the entrant that accumulates the greatest total number of points on the Tournament Site, from among all members of the League. In the event of a tie, the winner will be chosen based on the Tournament Site's tie-breaking procedures. For additional information on scoring, visit the Tournament Site to review scoring guidelines in the TBT Rules. The odds of being selected depend on the number of entries received and the performance of each entrant.
7. **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 the next entrant based on the Promotion Rankings and tie-breaking procedures, and continue down the list. 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 Promotion Rankings and tie-breaking procedures. Only three (3) alternate potential winners may be contacted.
8. **Prize(s):** Only 1 winner will receive a prize. The winner will receive the following (the "Prize"): *one (1) \$100 Puma Gift Card (ARV: \$100.00) and one (1) Men of Mackey T-Shirt (ARV: \$125.00). The total ARV of the prize is \$125.00.* All amounts are in US 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 Promotion 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 Promotion to address the impairment and then resume the Promotion 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 Promotion 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 Promotion 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 Promotion 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 Promotion, you agree to release and hold harmless Sponsor, TBT), and 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 Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (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 Promotion 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 Promotion 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 Promotion, 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 Promotion will be used for purposes of this Promotion and treated in accordance with Sponsor’s [Privacy Policy](#). Except where prohibited, participation in the Promotion 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 Promotion 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 Promotion, 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.
13. **Third Party Platforms:** If this Promotion 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 Promotion, 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 Promotion 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 Vox Media, LLC, 1201 Connecticut Avenue NW, 12th Floor, Washington, DC 20036, Attn: Hammer and Rails Bracket Challenge Promotion. Requests must be received within four (4) weeks of the end of the Entry Period.