

Official Rules for The Only Colors 2023 NCAA Tournament Bracket Challenge

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

1. **Eligibility:** The Only Colors 2023 NCAA Tournament Bracket Challenge 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 or older (or in the case of legal residents of jurisdictions where the age of majority is greater than 18 years of age, such age of majority under the laws of the jurisdiction in which they reside at the time of entry) and are registered members of www.theonlycolors.com (the “Promotion Site”). Employees, independent contractors, interns, officers, directors, and agents Sponsor, 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. **VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**
2. **Sponsor:** The Promotion is sponsored and administered by Vox Media, LLC, 1201 Connecticut Avenue NW, 12th Floor, Washington, DC 20036 (“Sponsor”).
3. **Agreement to Official Rules:** By entering the Promotion, you represent and warrant that you meet the eligibility requirements set forth hereunder, and 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 entry period begins at 8:00 p.m. ET on March 13, 2023 and ends prior to the scheduled tip-off time of the first game in the first round of the tournament (currently scheduled for March 16, 2023) 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, (ii) be a registered member of the ESPN Tournament Challenge (the “Tournament Site”), (iii) be a registered member of the league entitled “The Only Colors 2023” (the “League”), 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 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 (<https://fantasy.espn.com/tournament-challenge-bracket/2023/en/>) to register for a Tournament Site account.
 - iii. ***Becoming a Member of the League.*** Locate the League in the Tournament Site’s Group Directory 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 his or her “selections” in accordance with the rules of the Tournament Site to predict the outcome of all games in the 2023 Men’s NCAA Basketball Tournament (an “Entry”). There is a limit of one (1) entry per person/e-mail address. Entries in excess of the allowable limit 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. If you access the Promotion on your mobile device to participate in this Sweepstakes, your wireless service provider may charge you for applicable data charges. You should consult your wireless service provider regarding its pricing plans. Message and data rates may apply.

6. **Selection of Winners:** There will be a “First Place”, “Second Place”, and “Third Place” winner (for a total of 3 winners. Entrants will earn points for correctly guessing the outcome of each game in the 2023 Men’s NCAA Basketball Tournament, as explained in the Official Rules on the Tournament Site. At the end of the 2023 NCAA Basketball Tournament, entrants will be ranked by the Sponsor, according to accumulated point scores. 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, the Second Place winner will be the entrant that accumulates the second most total number of points, and so on. 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: <https://fantasy.espn.com/tournament-challenge-bracket/2023/en/story?pageName=tcmen/howtoplay>. You are not guaranteed to receive a Prize, and 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 via email and a public posting on theOnlyColor.com 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 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. Sponsor shall have no liability for a potential winner's failure to receive notices due to the potential winner’s spam, junk e-mail or other security settings or for potential winner’s provision of incorrect or otherwise non-functioning contact information.

8. **Prize(s):** (Dollar amounts are approximate retail value (“ARV”.) The First Place winner will receive one (1) *gift card to the Michigan State Spartans store worth fifty US Dollars;* the Second Place winner will receive one (1) *gift card to the Michigan State Spartans store worth thirty US Dollars,* and the Third Place winner will receive one (1) *gift card to the Michigan State Spartans store worth twenty US Dollars.* The total combined ARV of all the prizes is \$100.00 USD. **A winner is solely responsible for paying any and all prize-related costs and expenses, including without limitation any and all federal, state, and local taxes, and any and all other costs and expenses not explicitly listed herein.** Actual/appraised value may differ at time of prize award. 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. **Association.** The names of companies, products, and logos, if applicable have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred.

10. **Force Majeure.** In the event sponsor is prevented from awarding the prize, continuing the Promotion, or the Promotion is not capable of running as planned, due to causes beyond its control (including but not limited to, fire, epidemics, pandemics, outbreaks, the actions, restrictions, regulations, or decrees of any governmental body (including, but not limited to, any federal, state, or local governmental or administrative body) (collectively, “Governmental Bodies”), travel restrictions being implemented by Governmental Bodies or the World Health Organization, curtailment or interruption of transportation facilities, weather, labor dispute, strike, war, insurrection, terrorism, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, explosions, acts of God, or that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, or other similar or dissimilar event or circumstance (each a “Force Majeure Event”), sponsor reserves the, and has the, right, in its sole discretion, to terminate, modify, extend, or suspend the Promotion, including but not limited to awarding the prize at random from among the eligible entries received up to the time of the Force Majeure Event, terminate the Promotion without awarding any prize, or suspend the Promotion during the Force Majeure Event and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules.

11. **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; (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; or (c) terminate the Promotion without awarding any prize. 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.

12. **Release and Limitations of Liability:** By participating in the Promotion, 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 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.

13. **Privacy and Publicity:**

a. 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.

b. Except where prohibited by law, by entering this Promotion you agree to receive email lists, newsletters, and other email marketing communications from Sponsor. You can opt-out from receiving these communications at any time by clicking the unsubscribe link or following the opt-out instructions contained in the email lists, newsletters, or email marketing communications.

14. **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.

15. **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.

16. **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: The Only Colors 2023 NCAA Tournament Bracket Challenge. Requests must be received within four (4) weeks of the end of the Entry Period.