

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES (“SWEEPSTAKES”)  
Entry into this SWEEPSTAKES constitutes your acceptance of these Official Rules.**

**SWEEPSTAKES ENTRY DATES: Friday, July 20 from 1:00 PM to 2:00 PM ET.**

**WHO MAY ENTER:** Sweepstakes is only open to U.S. legal residents who are 18 years of age or older; and are followers of The Cut Twitter account (@TheCut). When entering the Sweepstakes, an opportunity to sign up to receive follow-up information from The Cut and its advertisers may be available. Entrants subject to all notices posted online including but not limited to Privacy Policy and Terms of Use. Employees and their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) or those living in the same household (whether or not related) of NYMag.com or *New York* magazine (“Sponsor”), and their respective parents, affiliates, subsidiaries, prize suppliers, distributors and advertising and promotion agencies (collectively, “SWEEPSTAKES Parties”) are not eligible to enter or win.

**SWEEPSTAKES OBJECTIVE:** To award a Le Prairie Cellular Radiance Cream Blush to ten (10) followers of The Cut Twitter account (@TheCut).

**SWEEPSTAKES ENTRY:** To enter, follow The Cut Twitter account, @TheCut, and, between the hours of 1:00 PM and 2:00 PM ET, tweet the phrase, “Go for the glow with @LaPrairie\_USA #cutbeautybreak”. All entries must be received by 2:00 PM ET as outlined. For purposes of these Official Rules, “receipt” of Entry occurs when Sponsor’s servers record the Entry information resulting from entry being received in the inbox and/or Comments area. Any automated computer receipt (such as one confirming delivery of email) does not constitute proof of actual receipt by Sponsor for purposes of these Official Rules. Limit to one entry per user.

Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion.

Odds of winning depend upon number of entries received.

**JUDGING:** SWEEPSTAKES winners (“Winner”) will be picked at random.

**Judges’ decisions are final and binding.**

**WINNER NOTIFICATION:** Winner(s) will be determined after the Sweepstake’s end date and will be announced first via Twitter, and then notified by direct message (“DM”) on Twitter. Winner(s) will be required to provide mailing address which will be used to fulfill the prize. Winner will have three (3) business days from, notification to claim prize. If not, another winner will be chosen. At the discretion of the Sponsor, Winner(s) may be disqualified for any of the following reasons: if charged with or convicted of a felony or misdemeanor, is not eligible based on the eligibility requirements set forth above, or if delinquent on a government ordered payment, such as, but not limited to: child support, spousal support, alimony, tax payments, etc. In the event it is determined that the Winner has not complied with these Official Rules, has failed to execute and return any required documents within the specified time period, has made false statements or a prize notification is returned as undeliverable, then the Winner will be disqualified and at Sponsor’s sole discretion, an alternate Winner will be randomly selected.

**PRIZE & APPROXIMATE RETAIL VALUE (“ARV”):** Ten (10) Le Prairie Cellular Radiance Cream Blush. Approximate retail value of prize: \$70.00. Total ARV of all Prizes: \$700.00. Winner is solely responsible for all expenses, costs or fees associated with transportation and acceptance and/or use of the prize not specified herein as being awarded, including without limitation, any and all taxes (if any). Winner is not a recipient of a prize until s/he has been verified as the Winner by the Sponsor or judges. Upon fulfilling prize, Sponsor will be deemed to have awarded the prize to the Winner and such Winner assumes full responsibility for the prize. All prize details are at Sponsor’s sole discretion.

Entrants acknowledge that transportation, if applicable, is not included in the prize and that any events are beyond the control of the Sponsor and are subject to being rescheduled, modified or cancelled. In that event, the Sponsor reserves the right to, at its discretion, reschedule the Sweepstakes, entry and/or end dates, modify the entry procedures, cancel the Sweepstakes, or cancel the awarding of ticket(s). Prize(s) are not redeemable for cash.

**GENERAL CONDITIONS:** Winning constitutes permission (except where prohibited by law) to use Winner's name, images, hometown, likeness, prize won, and photograph (all at Sponsor's discretion) for future advertising, publicity in any and all media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission. Sweepstakes Parties and their respective officers, directors, agents, representatives, and employees (collectively, "Released Parties") are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete or delayed Entries; all of which will be void. Released Parties are also not responsible for problems related to technical malfunctions of electronic equipment, computer online systems, servers, or providers, computer hardware or software failures, phone lines, failure of any Entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the website, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled, or misdirected communications which may limit a Entrant's ability to participate in this Sweepstakes. Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Sweepstakes, the processing or judging of Entries, the announcement of the prize or in any Sweepstakes - related materials. Mass entries generated by a script, macro or use of automated devices will be disqualified. Sponsor reserves the right to modify, suspend or terminate the Sweepstakes in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Sweepstakes in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity or proper play of the Sweepstakes and, if terminated, at Sponsor's discretion, determine the Winner using all non-suspect, eligible entries received up to time of cancellation using the judging procedure outlined above. In the event of a dispute regarding entries received from multiple users having the same email account, the authorized subscriber of the email account at the time of Entry will be deemed to be the Entrant and must comply with these Official Rules. Authorized subscriber is the natural person who is assigned the email address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning email addresses. Sponsor reserves the right at its sole discretion to disqualify any individual (and void his/her Entries) if it finds to be tampering with the Entry process or the operation of this Sweepstakes or website, intending to annoy, abuse, threaten or harass any other Entrant, Sponsor, or any of its representatives or to otherwise be acting in violation of these Official Rules. CAUTION: Any attempt by an Entrant to deliberately damage any website or undermine the legitimate operations of the Sweepstakes is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages from any such Entrant to the fullest extent permitted by the law and to disqualify such Entrant from the Sweepstakes.

**MISCELLANEOUS CONDITIONS:** Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules. Sweepstakes subject to all federal, state and local laws and regulations. Void where prohibited by law.

**RELEASES:** By entering in this Sweepstakes, Entrants agree to Sponsor's use of their personal information for both online and offline direct marketing purposes. For details and to opt-out, visit Sponsor's Privacy Policy at <http://NYMag.com/newyork/privacy/>.

**ARBITRATION & CHOICE OF LAW:** Except where prohibited by law, as a condition of participating in this Sweepstakes, Entrants agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action lawsuit, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Entrants; (2) the Federal

Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and Entrants (or, if an eligible minor, his/her parent or legal guardian) further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA without regard to New York choice of law rules.

**WINNERS LIST:** Winner(s) will be announced via Twitter on the The Cut account (@TheCut).

**SPONSOR:** New York Media, 75 Varick Street, New York, NY 10013