

## OFFICIAL RULES

### **NO PURCHASE NECESSARY TO ENTER OR WIN THE GRUB STREET GUT BUST-O-MATIC (“CONTEST”)**

**Entry into this Contest constitutes your acceptance of these Official Rules.**

**CONTEST ENTRY DATES:** 11:00 a.m., October 18, 2012, to 12:00 p.m., October 25, 2012, as outlined in website blog posting (“Contest Entry Period”)

**WHO MAY ENTER:** Contest is only open to U.S. legal residents with valid email address OR who are new or existing registrants of nymag.com with valid email address OR who are Facebook and/or Twitter “fans”/“followers” of an nymag property (GrubStreet, Daily Intel, Vulture, The Cut, MenuPages etc) with valid email address. When entering the Contest, an opportunity to sign up to receive follow-up information from *New York* magazine 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 menupages.com, nymag.com or *New York* magazine (“Sponsor”), and their respective parents, affiliates, subsidiaries, prize suppliers, distributors and advertising and promotion agencies (collectively, “Contest Parties”) are not eligible to enter or win. Contestants may need to provide proof of residency upon request.

**CONTEST OBJECTIVE:** To create a dish using ingredients provided in the Gut Bust-O-Matic, and submit a photo of the dish for judging.

**CONTEST ENTRY:** To enter, follow directions as outlined in the website blog posting. Instructions for emailing and/or registering and posting comments are included on nymag.com. All entries must be received by date and time outlined in website blog posting. For purposes of these Official Rules, “receipt” of Entry occurs when Sponsor’s servers record the Entry information resulting from contestants’ 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.

Entry must be the original work of the contestant, may not have been previously published, may not have won previous awards, must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person and must not violate any law.

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:** All Entries will be judged based on judges’ determination of cleverness, presentation, and humor. The top scoring Entry will be declared the Contest winner (“Winner”)

**TIES:** In event of a tie, Winner will be determined based on the judges’ discretion.

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

**WINNER NOTIFICATION:** Winner(s) will be determined after the Contest’s end date and will be notified by email. Winner(s) will be required to provide mailing address which will be used to fulfill the prize. At the discretion of the Sponsor, Winner 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, the Entry with the next highest score may then be declared the alternate Winner.

**PRIZE & APPROXIMATE RETAIL VALUE ("ARV"):** One winner will be selected and receive one copy of "Modernist Cuisine at Home" (ARV \$127.42). 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 Contest, entry and/or end dates, modify the entry procedures, cancel the Contest, 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. Contest 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 contestant's ability to participate in this Contest. 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 Contest, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of the prize or in any Contest-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 Contest in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Contest in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity or proper play of the Contest 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 contestant 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) it finds to be tampering with the Entry process or the operation of this Contest or website, intending to annoy, abuse, threaten or harass any other contestant, Sponsor, or any of its representatives or to otherwise be acting in violation of these Official Rules. CAUTION: Any attempt by a contestant to deliberately damage any website or undermine the legitimate operations of the Contest 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 contestant to the fullest extent permitted by the law and to disqualify such contestant from the Contest.

**ASSIGNMENT OF RIGHTS:** Entrant hereby acknowledges that Entry and all other materials of every kind whatsoever created by contestant relating to the Contest (collectively, the "Work") are a "work made for hire" (as that term is used in the United States Copyright Act) for Sponsor, and assigns to Sponsor (or, if any applicable law prohibits or restricts such assignment, contestant hereby grants to Sponsor an

irrevocable, perpetual, royalty-free, transferable license of) limited right, title and interest in and to such Work, including, without limitation, all rights of every kind and nature (whether now known or hereafter devised, including all copyrights therein and thereto and all renewals and extensions thereof), throughout the universe, in perpetuity, for all purposes, in any and all media, whether now known or hereafter devised.

By submitting an Entry, Contestant acknowledges and agrees that Sponsor may obtain many submissions under this Contest and that such entries may be similar or identical in theme, idea, format or other respects to others submitted under this Contest and/or other contests staged and/or sponsored by the Sponsor, and waive any and all claims contestant may have had, may have, and/or may have in the future, that any composition, design, video and/or other works accepted, reviewed and/or used by the Sponsor (or its respective designees) may be similar to his/her Entry. Contestant acknowledges and agrees that the Sponsor does not have now, nor shall any of them have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to contestant's Entry.

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

**RELEASES:** By entering in this Contest, contestants 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 Contest, Contestant agrees that (1) any and all disputes and causes of action arising out of or connected with this Contest, 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 contestant; (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 contestant be permitted to obtain awards for, and contestant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than contestant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and contestant (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 contestants and Sponsor in connection with this Contest, 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 in a website blog posting.

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