

WHAT MEN WANT x THE CUT SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ELIGIBILITY: What Men Want x The Cut Sweepstakes (“Sweepstakes”) is only open to legal residents of the fifty (50) United States and the District of Columbia, who, at the time of entry (i) are age 18 or older, (ii) have a valid government-issued photo ID, and (iii) have either a valid Social Security number and card, or a valid taxpayer identification number. Employees of New York Media, LLC (“Sponsor”), Paramount Pictures Corporation (“Paramount”), and their respective parent company/companies, subsidiaries, affiliates, retailers, advertising and promotion agencies and all other companies involved in this Sweepstakes and their immediate family members and/or those living in the same household of each are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes an entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

SWEEPSTAKES ENTRY PERIOD: The Sweepstakes begins at 9:00 AM Eastern Time (“ET”) on 1/1/19 and ends at 12:00 AM ET on 1/14/19 (the “Sweepstakes Entry Period”). The timestamp available to Sponsor from Instagram shall be the official time-keeping device for the Sweepstakes.

HOW TO ENTER: There are three (3) methods of entry as described below (each, an “Entry;” collectively, the “Entries”):

METHOD 1:

During the Sweepstakes Entry Period, view the Sweepstakes entry post served to the entrant in the entrant’s Instagram feed or go to the Cut’s Instagram ([instagram.com/thecut](https://www.instagram.com/thecut)) to find the Sweepstakes entry post, become a follower of the Cut’s Instagram (if the entrant is not already a follower), and tag another user in the entrant’s comment on the Sweepstakes entry post.

METHOD 2:

During the Sweepstakes Entry Period, download or screenshot [this image](#), upload the image to the entrant’s Instagram Story, fill out the three spaces with text or a GIF using the tools on the top right-hand corner (“Aa” is for text and the smiley face is for GIFs), tag @thecut in the designated space, and post on the entrant’s Instagram Story.

If an entrant is participating in the Sweepstakes via a mobile device, message and data rates may apply. Entrants should consult their wireless service provider regarding its pricing plans. Participation may not be available on all mobile devices, as not all mobile devices or cellular telephone providers have the capabilities or carry the service necessary to participate.

To enter using Methods 1 or 2, an entrant must have a valid and public Instagram. If an entrant does not have an Instagram account, the entrant should visit www.instagram.com or download the Instagram app for the entrant’s mobile phone and register for a free account in accordance with Instagram’s Terms and Conditions and Privacy Policy. Entrants are not permitted to share an Instagram account.

METHOD 3:

EMAIL: During the Sweepstakes Entry Period, email entrant’s first and last name, street address, city, state, daytime phone number, email and date of birth to suzanne.drennen@nymag.com. An entrant may use only one (1) email address to enter using Method 3.

Limit one (1) Entry per person per method. Any attempt by an entrant to obtain more than one Entry by using multiple/different accounts, identities, registrations and logins, or any other methods will void that entrant's Entry and may result in disqualification. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Entry, the authorized holder of the account used to enter will be deemed to be the registrant. The "authorized account holder" of an email address or social media account is the natural person who controls the email address or social media account. Potential winners may be required to show proof of being the authorized account holder.

Entries become the property of Sponsor and will not be returned.

DRAWING: Potential winners will be selected in a random drawing conducted on or about January 16, 2019, from all eligible Entries received during the Sweepstakes Entry Period. There will be one Grand Prize winner, and fourteen (14) second prize winners. Without limiting anything in these Official Rules, if a potential winner of any prize cannot be contacted or fails to provide any requested information within the required time period (if applicable), or a prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by random drawing from among all remaining eligible Entries.

Entrants are not guaranteed to win a prize and chances of winning are dependent on the total number of eligible Entries received.

PRIZES: The Grand Prize consists of: (2) round trip flights to Los Angeles (\$1,200); (2) night stay in a hotel for two, standard room (\$600); (2) passes to the LA film premiere (\$100); (2) passes to a TBD exercise studio (\$100); (2) spa treatments (\$300); (2) MM Le Fleur Bento Boxes (\$600); (1) Lyft Gift Card (\$200); and car service from LAX to hotel, hotel to premiere, and hotel to LAX (\$300) (approximate retail value ("ARV") \$3,000). There will be 1 Grand Prize winner. The second prize is: (2) Fandango Gift Codes to see What Men Want in theaters (\$33.33). There will be 15 second prize winners (ARV \$500). Total ARV of all prizes: \$3,600. Any difference between the stated value and actual value will not be awarded.

All specifics of prizes not identified above (e.g., name of airline, hotel and car service) shall be determined by Sponsor in its sole discretion and Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if the designated prize becomes unavailable for any reason. Prize(s) are not redeemable for cash, and no other substitutions or sale or other transfer of prizes is allowed unless specifically authorized by Sponsor. Any and all prize related expenses not expressly set out above, including without limitation, transportation to/from a winner's place of residence to his/her local airport, room service charges, and any and all federal, state, and local taxes, shall be the sole responsibility of the winners. No transfer/assignment of a prize by winners is permitted. Acceptance of a prize constitutes permission for Sponsor to use, and authorize the use of, a winner's name, likeness, and Entry for purposes of advertising and trade without further compensation, unless prohibited by law.

The Grand Prize winner must be able to travel between January 27, 2019 and January, 29 2019. The Grand Prize winner must also comply with any security procedures or measures imposed by the applicable airline and the theater at which the premiere is held.

NOTIFICATION: Potential winners entering using Methods 1 or 2 will be notified via Instagram direct message; potential winners entering using Method 3 will be notified via an email sent to the email address on such potential winner's Entry. Non-winning Entries will not be notified. A potential winner must respond to the notification within 24 hours and provide his/her contact information, or an alternate winner will be selected. Potential winner(s) may also be required to complete and return an Affidavit of Eligibility and Liability and a Publicity Release ("collectively, "Affidavit and Release") within 24 hours of prize notification or an alternate winner will be selected. If an Affidavit and Release or notification is returned as undeliverable, or fails due to deactivation of the potential winner's Instagram account or a bounce back or other inoperability of the potential winner's email address, it will result in disqualification, and the selection of an alternate winner (if applicable). If Sponsor is unable to contact and/or verify an alternate winner for the unfulfilled prize, the prize will not be awarded.

If a winner chooses not to receive any portion of the prize, or if winner cannot attend or participate in any portion of the prize, that portion of the prize will be forfeited and Sponsor will be deemed to have fully satisfied Sponsor's obligations under these Official Rules and in connection with the Sweepstakes by awarding those portions of the prize that the applicable winner received, attended or otherwise participated in. Should a winner be found to have made any false statement(s) or is otherwise not in compliance with these Official Rules, he or she will be disqualified and required to promptly return any prize(s) already awarded to Sponsor. At Sponsor's sole discretion, winners may be subject to a background check. If a felony conviction is found, Sponsor has the right, in its sole discretion, to disqualify such winner from receiving any prize, including, without limitation, participating in any prize-related activity.

GENERAL CONDITIONS: By participating in the Sweepstakes, and without limiting anything set out in these Official Rules, entrants agree to release and hold harmless Sponsor, Paramount, Instagram, and its and their affiliated companies, and any and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (collectively, the "Released Parties"), from any and all claims and liability caused by or related to the Sweepstakes or from acceptance, possession, or use/misuse of any prize. Winner(s) assume all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use or redemption of prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize(s).

In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to satellite or equipment failure, or any federal, state, or local government law, order, or regulation, or other cause not within Sponsor's control, Sponsor shall have the right to terminate the Sweepstakes. This Sweepstakes shall be governed by and interpreted under the laws of the State of New York, U.S.A. without regard to its conflicts of laws provisions.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. Sponsor is not responsible for: (i) lost, late, misdirected, damaged, or illegible entries; or (ii) human or technical error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet, any web site, any mobile app, or any combination thereof; or (ii) any injury or damage to an entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, entrants agree to be bound by (a) these Official Rules, including all eligibility requirements, and (b) the decisions of Sponsor, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (A) permanently disqualify from any sweepstakes it sponsors or administers any person it believes has intentionally violated these Official Rules; and/or (B) discontinue the Sweepstakes if it is impaired or incapable of running as planned for any reason, including but not limited to (1) infection by computer virus or bugs; (2) tampering or unauthorized intervention; (3) fraud; (4) technical failures; or (5) any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, and to select winners from among all eligible Entries received prior to discontinuation. No more than the stated number of prizes will be awarded and, in the event that production, technical, programming or other reasons cause more than the stated number of prizes to be made available or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE ANY WEB SITE OR MOBILE APP, OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES: IN NO EVENT WILL SPONSOR, PARAMOUNT, INSTAGRAM OR ANY OF ITS OR THEIR AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF AN

ENTRANT'S ENTRY IN THE SWEEPSTAKES AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES OR MOBILE APPS ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO AN ENTRANT. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

DISPUTES; GOVERNING LAW: Entrants waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled exclusively by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

SPONSOR: New York Media LLC, 75 Varick Street, New York, NY 10013.

WINNER'S LIST: For a winners list, (available after 2/1/19), send a self-addressed stamped envelope to: What Men Want x The Cut Sweepstakes Winners, New York Magazine, 75 Varick Street, New York, NY 10013.

PRIVACY: By entering, entrants acknowledge and agree that entrants may be contacted by Sponsor and/or Paramount with future promotional offers. Information provided by entrants to participate in this Sweepstakes will be used by Sponsor, its affiliates, agents and Paramount for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy located at www.nymag.com/newyork/privacy.

The Sweepstakes is in no way sponsored, endorsed, administered by, or associated with, Instagram. Entrants understand and agree that entrants' use of Instagram in connection with the Sweepstakes is subject to the terms and conditions of Instagram, and that neither Sponsor nor Paramount is responsible for how Instagram uses any information submitted by entrants in connection with the Sweepstakes.

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