

OFFICIAL RULES

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

The "2016 Moth Ball Sweepstakes" ("Sweepstakes") is only open to legal residents of and physically residing within Connecticut, New Jersey and New York, age 21 or older at time of entry. Employees of the New York Magazine ("Sponsor"), The Moth and its 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. Sweepstakes governed by U.S. law. Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

Sweepstakes begins at 10:00 AM Eastern Daylight Time ("EDT") on 5/3/16 and ends at 4:59 PM EDT on 5/3/16 ("Sweepstakes Entry Period"). The time of receipt of any valid Twitter entry shall be the time such valid entry becomes available to Sponsor from Twitter.com. Sponsor's computer shall be the official clock of the Sweepstakes. By submitting an entry, you are indicating that you have read, understood and fully agree to these Official Rules.

To enter, you must have a valid and public (i.e. not "protected") Twitter account. If you do not have a Twitter account, visit www.twitter.com and register for a free Twitter account in accordance with Twitter Terms of Service and Privacy Policy. If your Twitter account is set to "protected mode", your updates/responses will not be visible to Sponsor and therefore will not be received by Sponsor, resulting in your failure to enter the Sweepstakes. It is your sole responsibility to notify the Sponsor, in writing, if you change your account.

During the Sweepstakes Entry Period, visit www.twitter.com/nyfyi and become a follower of @NYFYI on Twitter. The Sponsor will post a message for you to retweet ("Message"). All eligible entrants who retweet the Message within 7 hours of the Message via your valid Twitter account will be entered into the random drawing. Partial or incomplete submission will not be accepted. Your Entry will not be judged. ("collectively "Entry"). Limit one (1) Entry per person. Any person found to be using multiple accounts to enter the Sweepstakes will be declared ineligible to win. Multiple and duplicate Entries will be void. Entry must be made by the entrant. In the event a dispute regarding the identity of the individual who actually submitted an Entry cannot be resolved to Sponsor's satisfaction, such Entry will be deemed ineligible in the sole discretion of the Sponsor. Entries that have inappropriate, false, defamatory, abusive, racist, homophobic, sexist, offensive or other derogatory language or information will be disqualified. All Entries and requests become Sponsor's property and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged or misdirected Entries.

Normal Internet access and usage charges imposed by your online service may apply. If you opt to receive Sponsor's tweets via your wireless mobile device (which may only be available via participating wireless carriers), standard text messaging rates, airtime and carrier charges will apply for each text message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. You understand that by participation in this Sweepstakes via mobile phone, or if you are a potential winner, the Sponsor may contact you via mobile phone, which will be subject to the charges pursuant to your carrier's rate plan.

Sweepstakes is not sponsored, endorsed or administered by Twitter. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor, and not to Twitter.

Prize and Approximate Retail Value: One (1) winner will receive two (2) tickets to The 2016 Moth Ball at Capitale, 130 Bowery Street, New York City on Tuesday, May 3rd at 6:30pm. Maximum ARV of prize package: \$1000.00.

Odds of winning depend on number of eligible Entries received during the Sweepstakes Entry Period.

Transportation to/from the Library is not included. Winner must comply with any security procedures or measures imposed by the Library and/or its representatives. Admission tickets are not for resale. If winner cannot attend the event after arrangement has been made, the prize will be forfeited and the Sponsor will be deemed to have awarded the prize to the winner.

Potential winner will be selected in a random drawing from all eligible Entries received during the Sweepstakes Entry Period. Random drawing will be conducted within 24 hours after the Sweepstakes end date by a representative from the Sponsor ("judges") whose decisions are final. Potential winner will be notified on Twitter via Direct Message to the entrant's Twitter account and he/she must respond via email within 24 hours from notification and provide his/her contact information or an alternate potential winner will be selected. At the judges' discretion, the notified potential winner will be required to complete and return an Affidavit of Eligibility and Liability and a Publicity Release within 2 days from the date of prize notification or an alternate winner will be selected. If an Affidavit or prize notification is returned as undeliverable, or if winner cannot accept or receive the prize for any reason, it will result in disqualification, and the corresponding prize will be awarded to an alternate winner (if applicable). If after 2 attempts within the aforementioned period to contact the potential winner via Direct Message, email and/or phone method fails, s/he will be disqualified and the prize will not be awarded. No substitutions are permitted except if prize is unavailable, in which case a prize of comparable or greater value will be awarded. Prize is not redeemable for cash. Prize is non-assignable or transferable except to a surviving spouse. If winner chooses not to receive any portion of the prize or if winner cannot attend or participate any portion of the prize after arrangement has been made, that portion of the prize will be forfeited and the Sponsor will be deemed to have awarded the prize to the winner. Should a winner be found to make any false statement(s) or not in compliance with these Official Rules, that winner will be disqualified and required to promptly return to Sponsor his/her prize. Winner is responsible for all federal, state, local and sales and income taxes. Winner is required to provide his/her Social Security number to Sponsor's representative for tax reporting purposes. An IRS 1099 Form will be prepared and filed in the name of the winner for the value of the prize. Any other incidental expenses on prize not specified herein are the sole responsibility of winner. Entry and acceptance of prize constitute permission to use winner's name, prize won, hometown and likeness for online posting and promotional purposes without further compensation, except where prohibited by law.

Participating entrants agree to these Official Rules and the decisions of the judges and the Sponsor, and release the Sponsor, Twitter and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation, acceptance and use of prize. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use or redemption of any 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.

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. By participating, entrants agree that any and all disputes arising out of or relating in any way to this Sweepstakes shall be litigated only in courts sitting in New York, New York, U.S.A.

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. The 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 or at any web site or any combination thereof; or (ii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent judging organization, 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: (i) permanently disqualify from any sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the Sweepstakes if it becomes technically corrupted, (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winner from among all eligible entries received prior to withdrawal.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE 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.

Sponsor: *New York Magazine*, 75 Varick Street, New York, NY 10013.

For a winners list, (available after 5/15/16), send a self-addressed stamped envelope to:
The Moth Ball Sweepstakes Winner, *New York Magazine*, 75 Varick Street, New York, NY 10013 for receipt by 5/31/16.

By entering, you may be contacted by the Sponsor and/or any promotional partner with future promotional offers. Information provided by you to participate in this Sweepstakes is subject to the Sponsor's privacy policy located at <http://nymag.com/newyork/privacy/>.