

The New York Times Modern Love College Essay Contest

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Sponsor: The 2022 Modern Love College Essay Contest (the “Contest”) is sponsored by The New York Times Company, a New York corporation with principal offices at 620 8th Avenue, New York, NY 10018 (“Sponsor”).
2. Contest Description: The Contest is a skill-based competition in which participants will compete to be selected as author of the top essay, as selected by Sponsor. Participants will be invited to submit essays, which will be voted on and rated by Sponsor. By participating in this Contest, each participant agrees to be bound by these Official Rules and to the decisions of Sponsor and the judge selected by Sponsor, which are final and binding on all matters relating to the Contest. The Contest will operate as described below, on or about the stated dates:
 - The Contest submission period begins at 10:00 a.m. E.T. on

February 18, 2022, and ends at 11:59 p.m. E.T. on March 27, 2022 (the “Submission Period”). To be eligible, submissions must be submitted during the Submission Period and in accordance with Section 4 of these Official Rules.

- The Contest judging period begins on March 28, 2022, and ends on or about April 22, 2022 (the “Judging Period”). Eligible submissions will be reviewed by a judge selected in the sole discretion of Sponsor and will be judged in accordance with Section 5 of these Official Rules. One (1) grand prize winner will be selected and four (4) runners-up will be selected (each, a “Winner”).
- Sponsor will attempt to contact the Winners, or an alternate if necessary, in accordance with Section 6 of these Official Rules.
- The Winners will be publicly announced on or about May 6, 2022.

3. Eligibility: The Contest is open to individuals who are all legal residents of the fifty (50) United States or the District of Columbia (each an “Entrant”). Void in Puerto Rico and all jurisdictions other than those stated above and where prohibited or restricted by law. Each Entrant must be at least eighteen (18) years of age at the time of entry and a current undergraduate student (including those who are expected to graduate in the first six (6) months of 2022 and those who are taking a leave of absence or a medical break from their undergraduate studies) at an American college or university at the time of entry. The following individuals are not eligible to enter or win a prize: employees,

representatives, agents, directors, and officers of Sponsor and its subsidiary, or affiliated companies, and any other parties involved in the administration of the Contest and each of the immediate family members of such excluded individuals (i.e., spouses, parents, children, siblings, and the “steps” of each) and all persons living in the same household of each. Subject to all applicable federal, state, and local laws and regulations. Entry constitutes each Entrant’s certification that the Entrant meets the eligibility requirements set forth in these Official Rules.

Winning a prize is contingent upon fulfilling all requirements set forth herein. By submitting an entry, each Entrant represents and warrants that there are no limits on the rights of the Entrant to enter this Contest, nor will any Entrant enter into any agreement or assume any obligation that limits the right or ability of that Entrant to participate in the Contest, or grant to Sponsor the specified rights as contemplated by Section 8 of these Official Rules.

4. How to Enter: To enter the Contest, during the Contest Period submit an essay of no more than 1700 words illustrating the current state of love and relationships (the “Essay”), to essaycontest@nytimes.com. Submissions must include: Entrant’s Essay and contact information, including name, college or university name, home address, e-mail address and phone number. Each Entrant may submit only one Essay during the Contest. Essays must be received no later than 11:59 E.T. on

Sunday, March 27, 2022.

5. Judging Period: During the Judging Period all Essays that meet the Contest requirements will be reviewed by judges selected in Sponsor's sole discretion. It is anticipated that Daniel Jones, Editor, Modern Love, and Miya Lee, Editor, Modern Love Projects, will serve as judges. The judges will select the Winners based on talent, writing ability, style, creativity and originality of entry. Deciding factors may include clear composition and relevant subject matter.

6. Winner Notification and Announcement: The potential Winners, as determined by the judge, will be notified by email (via the email address listed on the entry) or phone on or about Friday, April 22, 2022, and will be required to respond (as directed) to the notification attempt, which includes Winner. Failure to respond timely to the notification may result in forfeiture of participation in the Contest and, in such case, Sponsor will select an alternate Winner. The potential Winners will be required to execute and return an affidavit of eligibility and liability/publicity release (where legally permissible) and other documents required by Sponsor within a reasonable amount of time, as determined by Sponsor in its sole discretion. If the potential Winner cannot be contacted by e-mail after the first attempt, or if the potential Winner fails to sign and return the affidavit of eligibility within the required time period (if

applicable), the potential Winner will be disqualified and an alternate entry will be selected in its place from all eligible entries received according to the judging criteria described above. Sponsor reserves the right to extend or modify the Winner notification and announcement schedule as necessary to complete the verification process and/or to select an alternate Winner.

7. Prize: Approximate retail value of total prize package is One Thousand Dollars (\$1,000). One grand-prize Winner will receive One Thousand Dollars (\$1,000) paid through Sponsor's freelance system and the Winner's Essay will be published on nytimes.com and may be published in The New York Times Sunday Styles section. Four runners-up Winners will also be selected. Select runners-up Winners may also have their Essays published in print and/or on nytimes.com. The prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with the prize receipt and/or use.

8. Grant of Rights: In consideration of an Entrant's Essay being reviewed and evaluated for this Contest, each Entrant hereby grants to

Sponsor a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, distribute, publish, or display such Essay or any portion thereof in any media now known or hereafter devised and for any purpose, including advertising or promotions, and to use the name, likeness, voice, biographical information, and image of Entrant in any media now known or hereafter devised and for any purpose, including advertising or promotion of Sponsor. Entrant acknowledges and agrees that: (i) Sponsor has access to and/or may create or have created literary, visual and/or materials, ideas and concepts which may be similar or identical to the Contest Entry in theme and/or other respects; (ii) Entrant will not be entitled to any compensation or other consideration because of the use by Sponsor of any such similar or identical material, ideas and/or concepts; and (iii) Sponsor's use of material containing elements similar to or identical with those contained in the Contest Entry or Essay shall not obligate Sponsor to negotiate with nor entitle Entrant to any compensation or other claim.

9. Entrant Representations, Warranties, Indemnification, and Release: By entering, each Entrant represents and warrants to Sponsor that: (i) the Essay (and Sponsor's and its designees' use thereof) does not and will not defame or otherwise violate the rights of any third party, and does not and will not violate any federal, state, or local laws or ordinances; (ii) the Essay is an original work and is not copied from any other source

or previously distributed or disseminated in any media or format; and (iii) the Essay is not in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity, or any other rights, of any kind or nature, of any other person or entity. Any individual who attempts to enter, or in the sole discretion of Sponsor is suspected of entering more than once, by any means, including but not limited to submitting multiple Essays, will be disqualified from the Contest. In addition, Sponsor reserves the right to reject any submission without explanation. By submitting an entry, each Entrant agrees to indemnify, release, discharge, and hold harmless Sponsor and its affiliates, subsidiaries, promotional partners, and agents, and all others associated with the development and execution of this Contest, and the officers, directors, and employees of each of the foregoing, from any and all claims and liabilities arising from or in connection with participation in this Contest, including, without limitation: (i) claims for injury, loss, or damage of any kind resulting from participation in this Contest or acceptance or use of any prize; and (ii) claims based on a breach of Entrant's representations and warranties relating to the submission or exploitation of the Entrant's Essay. If an Entrant is a California resident, such Entrant hereby waives California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have

materially affected his or her settlement with the debtor.”

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST IS 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 EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. General Terms and Conditions: Sponsor reserves the right in its sole discretion, without prior notice to (i) cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor; and (ii) disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these

Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. All decisions by Sponsor are final and binding.

11. Limitation of Liability: Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) late, lost, undeliverable, damaged or stolen mail.

12. Governing Law; Disputes: This Contest is governed by the laws of the State of New York. Except where prohibited, Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of New York or the appropriate New York State Court located in New York

County, New York; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees.

13. Privacy Policy: Any personal information supplied by an Entrant will be subject to Sponsor's privacy policy posted at <https://www.nytimes.com/privacy>, and the supplemental terms of these Official Rules.

14. Winner List: Winner List requests will only be accepted after the Contest end date and no later than June 31, 2022. For the Winner List, send a stamped, self-addressed envelope to: "Winner's List – 2022 Modern Love College Essay Contest", ATTN: Miya Lee, 620 8th Avenue, New York, NY 10018. Requests received without a self-addressed, stamped envelope will not be filled.