

Acura Cartoon Caption Contest Rules:

No purchase or payment of any kind is necessary to enter or win this contest, and will not improve chances of winning.

These rules apply to the Acura Cartoon Caption Contest (the "Contest").

The Contest begins on September 15, 2015 at 12:00 A.M. and ends at 11:59 P.M. E.T. on October 4, 2015.

There are three (3) ways to enter:

1.) On NewYorkerOnTheTown.com/win/AcuraCartoons, fill in information and include a caption of 250 characters or less for one or more of the three (3) cartoons depicted (the "Submission").

2.) At The New Yorker Festival event fill out an entry form at SIR Stage 37 (508 W 37th St) or McNally Jackson (52 Prince St) from October 2-4, 2015 and submit completed entry into ballot box or give to shuttle drivers no later than 6:00 P.M. E.T. on October 4.

3.) Tweet your caption and include handle @Acura along with the hashtag #AcuraAtNYerfest from October 2-4, 2015 no later than 6:00 PM E.T.

Legal residents of the United States, age eighteen or over can enter, except employees, agents, or representatives of Sponsor or any other party associated with the development or administration of the Contest, or any member of their immediate family.

Entries or votes that are lost, late, misdirected, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at the Web site or elsewhere, are not the responsibility of the Sponsor, and will not be eligible. In the event of a dispute, entries/votes will be deemed submitted by the authorized account holder of the email address at time of entry. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry or voting process, the operation of the Web site, or otherwise in violation of the rules. Use of bots or other automated processes to vote or enter is not allowed and may result in disqualification at Sponsor's discretion. Sponsor further reserves the right to cancel, terminate, or modify any Contest not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, force majeure, voter fraud or technical failures of any sort. Sponsor is not responsible for errors in the administration or fulfillment of this Contest, including without limitation, mechanical, human, printing, distribution or production errors, and may modify this Contest based upon such error at its sole discretion without liability and where circumstances make this unavoidable.

Entrants represent and warrant that their Submission is their original work, it has not been copied from others, and it does not violate the rights of any other person or entity.

All entry materials become the property of Sponsor and will not be acknowledged or returned. The copyright in any Submission shall remain the property of the entrant, but entry in this Contest constitutes entrant's irrevocable, perpetual permission and consent to Sponsor and others authorized by Sponsor, without further compensation or attribution, to use, reproduce, print, publish, transmit, communicate to the public, distribute, sell, perform, adapt, enhance or display the Submission and the entrant's name and city and state for editorial, advertising, commercial and publicity purposes, in any and all media now in existence or hereinafter created, throughout the world, for the duration of the copyright in the Submission. The entrant also consents to the Sponsor doing (or omitting to do) any acts in respect of the Submission which may otherwise constitute an infringement of the entrant's moral rights. Sponsor and/or others authorized by the Sponsor shall have the right to edit, adapt, and modify the Submission. Nothing in these official rules limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these official rules would contravene any statute or cause any part of these official rules to be void ("Non-Excludable Guarantees"). Subject to the limitations in the preceding sentence, the Sponsor excludes from these official rules all conditions, warranties and terms implied by statute, general law or custom. Except for liability in relation to a Non-Excludable Guarantee or except in the case of death or personal injury arising from the Sponsor's negligence, or in respect of fraud, each entrant releases and discharges the Sponsor, the judges, any party associated with the development or administration of the Contest, their employees, agents or representatives or any of their parents, subsidiaries, or affiliates from any and all liability in connection with the Contest, including without limitation, legal claims, costs, losses or damages, demand or actions of any kind.

Staff of Sponsor will select the potential winners based on humor, originality and relevance. Three (3) prizewinners will receive a framed copy of the cartoon with their winning caption. In the event two (2) or more valid entries contain the identical caption (including punctuation), the entry which was first received by the Sponsor will be the deemed the potential winner. All decisions of the Sponsor in all matters relating to the Contest are final and binding.

The Sponsor will contact the potential winner via the email address submitted with the entry. Chance plays no part in the determination of the winner. If the winner cannot be contacted or does not respond within five (5) days, an alternate winner may be selected. The approximate dollar value of the prize is \$600. Income and other taxes, if any, are the sole responsibility of the winner.

Subject to all federal, state, and local laws and regulations. Void outside the 50 United States and the District of Columbia, and where prohibited. All disputes arising or connected with the Contest shall be governed by New York law and will be resolved individually, without resort to class action exclusively in a state or federal court located in New York, NY. As permitted by law, any judgments or awards shall be limited to out of pocket damages (excluding attorneys' fees), and shall not include any indirect, punitive or consequential damages.

The Prize is not transferable. No substitutions for the Prize except by Sponsor, in which case a prize of equal or greater value will be substituted.

Except where prohibited: (i) acceptance of the Prize constitutes consent to use winner's name, likeness, and winning entry for editorial, advertising, and publicity purposes, without further compensation; (ii) winner may be required to sign an affidavit of eligibility and copyright transfer/liability/publicity/permission release. If the winner is deemed to be a minor under the jurisdiction of his/her residence, the parent or legal guardian must execute the necessary affidavit and release. Affidavits and releases must be returned within ten (10) days of attempted notification or an alternate winner may be chosen. The Sponsor collects personal information in order to conduct the Contest and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers. Entry is conditional on providing this information. Unless otherwise requested by an entrant, the Sponsor may also use the information for promotional, marketing and publicity purposes. Entrants should direct any request to access, update or correct information to the Sponsor.

This Contest is sponsored by The New Yorker, 1 World Trade Center, New York, NY, 10007 ("Sponsor").