

PHILLY SELFIE CONTEST
BY PHILADELPHIA MAGAZINE
the “Contest”

Official Contest Rules

By entering this Contest, the Entrant agrees to be bound by these Official Rules and to accept as final all winners selected by *Philadelphia* magazine and Metro Corp. (collectively, “Sponsor”).

This Contest is not sponsored, endorsed, or administered by, or associated with Instagram or Twitter. Entrants are providing information to Sponsor and not to Instagram or Twitter.

1. Eligibility: NO PURCHASE NECESSARY TO ENTER OR WIN. A purchase will not improve chances of winning. Open to residents of the states of Pennsylvania, New Jersey, and Delaware who are 21 years of age or older. Employees, immediate family and household members of employees of Sponsor and its affiliates are NOT eligible to enter. All federal, state, and local laws and regulations apply. VOID WHERE PROHIBITED.

2. How to Enter: Follow all instructions in these Official Rules; otherwise entry may be disqualified. Entry must be submitted between 10:00 am Eastern Standard Time (EST) on May 4, 2015 and 5:00 pm EST on May 8, 2015 (“Entry Period”). Sponsor’s administrator’s server/computer is the official time keeping device for the Contest. Entry will not be acknowledged or returned. Limit one entry per person. Entrants using multiple email, Instagram, or Twitter accounts may be disqualified. Duplicate and automatic entries are prohibited. Sponsor will not verify receipt of entries.

There are three methods of Entry:

(i) **To enter using email,** (1) **take a photograph** of yourself at an iconic Philadelphia location such as City Hall or Lincoln Financial Field or with a celebrity that has a Philadelphia connection and (2) **email** your photograph (“Entry”) to social@phillymag.com during the Entry Period. Your email **must contain** your first and last name.

(ii) **To enter using Instagram,** (1) follow @PhillyMag on Instagram by searching for “@phillymag” and clicking on the icon, and then clicking the “Follow” button; (2) **take a photograph** of yourself at an iconic Philadelphia location such as City Hall or Lincoln Financial Field or with a celebrity that has a Philadelphia connection; and (2) **post** your photograph to Instagram during the Entry Period. Post **must include** @PhillyMag and the hash tag “#PhillySelfieContest” (“Entry”).

To get an Instagram account, go to <http://instagram.com> and create an account by following the instructions on the website. Creating an account is free. Each entrant is solely responsible for any and all uses of his/her registered Instagram account. By participating in the Instagram portion of this Contest, you agree to the privacy policies and terms of Instagram.

(iii) **To enter using Twitter**, (1) **follow @phillymag** by searching for “@phillymag” and clicking on the icon, and then clicking the “Follow” button; (2) **take a photograph** of yourself at an iconic Philadelphia location such as City Hall or Lincoln Financial Field or with a celebrity that has a Philadelphia connection; and (3) **post a Tweet** with your photograph on Twitter. Tweet **must include** @PhillyMag and the hash tag “#PhillySelfieContest” (“Entry”).

To get a Twitter account, go to <http://twitter.com> and create an account by following the instructions on the website. Creating an account is free. Each entrant is solely responsible for any and all uses of his/her registered Twitter account. By participating in the Twitter portion of this Contest, you agree to the privacy policies and terms of Twitter.

3. Winner Selection: Ten winners (collectively “Winners,” individually “Winner”) will be selected from all eligible entries by a panel of judges appointed by Sponsor (“Judges”), based on the Judging Criteria set forth in Section 4. Winner will be notified that he/she has been selected as a potential winner by May 8, 2015 via email or a direct message from @phillymag to the potential winner’s Twitter or Instagram account (according to the method Entrant used to enter the Contest). In order to receive a direct message, entrant must be following @phillymag and entrant’s account settings must be set to “unprotected” or “public.” The authorized account holder of the email, Instagram or Twitter account used to enter will be deemed to be the Entrant.

In the event that a Winner notification is returned as undeliverable, Winner fails to respond to notification within five days, Winner is deemed by Sponsor not to be eligible, Winner does not submit a signed Affidavit of Eligibility and Liability/Publicity Release as required in section 6.J., and/or the Prize is unclaimed after the fourteenth day following the first attempted notification the Judges may select an alternate Winner based on the Judging Criteria until ten Winners have been selected and duly qualified under these Official Rules.

4. Judging Criteria: The following judging criteria (“Judging Criteria”) will be used to evaluate the Entries: (a) Image Quality (Level of Technique) (25%) (b) Image Composition (25%); (c) Originality and creativity of the photograph (25%); and (d) Overall Impression (The Ability to Grab Viewer’s Attention) (25%). In the event of a tie, the Judges will re-apply the Judging Criteria to determine the winner.

5. Prize: Qualified Winners will each receive two tickets to the Best of Philly 2015 Party (“Prize”), which will take place in/around Philadelphia, Pennsylvania in August 2015. The estimated total value of the Prize is \$200 dollars (two hundred dollars and 00/100).

The exact time, date, and location for the Best of Philly 2015 Party will be determined solely by the Sponsor. Sponsor reserves the right to substitute the Prize or portions thereof of equal or greater value if Prize (or portions thereof) cannot be awarded as described. Sponsor will determine all elements of the Prize in its sole discretion. Details of the Prize may change, based on availability. Prize may not be assigned, transferred, changed, or redeemed for cash, except at the sole discretion of Sponsor.

Prize is awarded “as is” with no warranty or guarantee express or implied and is only valid for the Best of Philly Party in 2015. Sponsor disclaims all and any liability for the actual provision, quality, or nature of any third party product or service accepted by the winners. The awarding of any Prize is contingent upon full compliance with these Official Rules. Entrants agree to be bound by the Official Rules and agree that if any Winner fails to provide proof of identity, refuses to provide required affidavit, is found to have violated the Official Rules, or otherwise does not meet eligibility criteria, Prize will be forfeited and may be awarded to an alternate winner. Entrants understand that Sponsor is not liable for injuries, losses, or damages of any kind arising from participation in this promotion and acceptance, possession, and use of the Prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of the Prizes. Decisions of Sponsor are final and binding in all respects. All taxes on Prize and all tips are Winner’s responsibility. Prize may not be redeemed for cash. Any portion of the Prize not used will be forfeited.

6. Conditions of Entry:

- A. Entrants agree to abide by these Official Rules and the decisions of the Sponsor, which are final and binding on all matters pertaining to this Contest.
- B. The submitted photograph must have been taken solely by the Entrant it must be original, must not contain any elements that are not owned or were not created by Entrant, and must not have been previously published or have won previous awards.
- C. The Entry must not infringe on the copyright, trademark, privacy, publicity, or other rights of any person or entity.
- D. The Entry must not contain any content that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, or that otherwise contains inappropriate content or objectionable material as determined by Sponsor in its sole discretion.
- E. Entrant agrees to not use the Entry for any purpose other than participation in the Contest, including, without limitation, additional posting of the Entry to any digital platform, without prior express consent of Sponsor in each instance.
- F. Sponsor reserves the right, in its sole discretion, to reject, disqualify, or modify any Entries, to verify any element of any Entry or related materials, and to disqualify any Entrant whose participation does not comply with Official Contest Rules or may subject the Contest, Sponsor, or Sponsor’s advertisers, clients, or customers to controversy, negative publicity, scorn, and/or ridicule.
- G. Except where prohibited by law, Entry constitutes permission to use the Winner’s Entry, name, hometown, voice, likeness, photograph, and any statements regarding the Contest for editorial, public relations, promotional, and advertising purposes without compensation to the Winner.

H. Sponsor assumes no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible Entries.

I. Sponsor is not responsible for, and will not be liable for, any problems connected with the Internet portion of the Contest, including (i) technical failures of any kind, including but not limited to the malfunctioning of any cable, computer, network, satellite, server, system, telephone line, or electronic or internet hardware or software; (ii) any telephone, service provider, internet, website, or UseNet inaccessibility or unavailability; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) typographical or other errors in the offer or administration of the Contest, including but not limited to, errors in the advertising, official rules, selection of winners, and distribution of prizes; and (v) garbled or jumbled transmissions, or other electronic errors in the processing of entries or administration of the Contest. Sponsor reserves the right, in their sole discretion, to suspend or cancel the Contest at any time if a computer virus, bug, worm, or other technical problem interferes with the administration, security, integrity, or proper play of the contest. In the event of cancellation, Sponsor reserves the right to award the prize to eligible entries received prior to the date of cancellation. Sponsor reserves the right, in its sole discretion, to disqualify any person tampering with the entry process, the operation of the website or otherwise in violation of the rules.

J. Winner must sign an Affidavit of Eligibility and Liability/Publicity Release, and return it to Sponsor so that these documents are received within fourteen days of their delivery to the Winner. Failure to comply will result in forfeiture of all rights to any prize.

7. Privacy/Publicity Releases:

By entering and providing the required entry information, Entrants acknowledge that the Sponsor may send Entrants information, samples, special offers, or other complementary goods offered by the Sponsor or other companies the Sponsor may carefully select. ENTRANT MAY OPT-OUT OF RECEIVING ANY SUCH INFORMATION, SAMPLES, OR OTHER SPECIAL OFFERS FROM SPONSOR AT ANY TIME. OPTING-OUT WILL NOT AFFECT ENTRANT'S ODDS OF WINNING.

Entrants agree that Sponsor has the right to combine any of the materials supplied by Entrants pursuant to the Contest with such other material as Sponsor in its sole discretion shall determine, and further agree that Entrants have no right of approval, claim to compensation or benefits claim, including without limitation, claims based upon invasion of privacy, defamation, or right of publicity arising out of any use of names or biographical and/or corporate information.

8. Ownership/Use of Entries:

By submitting an Entry, Entrant grants to Sponsor, and to its licensees, successors and assigns, and any person or entity acting on its behalf, the irrevocable right and license to use, publish, exploit, modify, edit, transmit and distribute the Entry, including, without limitation, the submitted photograph, in all media, throughout the World, in perpetuity, and for any

purpose (including advertising, publicity, and/or trade purposes), without notice to Winner and without further compensation.

9. Other Releases:

By entering this Contest, Entrants release Sponsor, Instagram, Twitter, and their parents, subsidiaries, affiliates, agents, shareholders, officers, and employees from any liability arising from or relating to participation in this Contest, including but not limited to, any and all claims, injury, damages, expenses, demands or liabilities arising out of, whether directly or indirectly, in whole or in part, or in connection with the participation of the entrant in this Contest and/or the use or misuse of the Prize, or participation in any Contest-related activity.

10. Dispute Resolution:

Except where prohibited, by participating in the Contest, entrants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Sponsor and its agents shall be governed by and construed exclusively in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to this Contest, or awarding of the prizes, shall be filed only in the state or federal courts located in the Commonwealth of Pennsylvania and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Contest, entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.