

Be Well Philly Sweepstakes
Best of Philly Tickets
SPONSORED BY PHILADELPHIA MAGAZINE
("Sweepstakes")

Official Sweepstakes Rules

By entering this Sweepstakes, the entrant ("Entrant") agrees to be bound by these Official Sweepstakes Rules.

- 1. Eligibility:** NO PURCHASE NECESSARY TO ENTER OR WIN. A purchase will not improve chances of winning. Open to persons twenty-one (21) years of age or older who are residents of Pennsylvania, New Jersey, or Delaware. Employees, immediate family and household members of employees of *Philadelphia* magazine, *Be Well Philly* and Metro Corp. (publisher of *Philadelphia* magazine and *Be Well Philly*), (collectively, "Sponsor") 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 into the "Be Well Philly Ticket Sweepstakes" can be accomplished by providing your email address, full name, and taking the Be Well Philly Print Survey at <http://www.phillymag.com/bewellphilly/APPoll2017> between 10:30 AM Eastern Daylight Time (EDT) on June 27, 2017 and 12:00 PM EDT on July 7, 2017 (the "Promotion Period"). Entries made through the internet are deemed to be made by the authorized account holder of the email address at the time of entry. Limit one entry per person. Duplicate entries will be voided. Entry will not be returned or acknowledged. Entrants must fully complete and submit all required data to be eligible; incomplete entries are null and void. Entries generated by a robotic, programmed, script, macro or other automated means are prohibited and will be disqualified; any use of automated methods of entry may result in disqualification. Sponsor's computer is the official time keeping device for this Sweepstakes.
- 3. Selection of Winner:** One qualified Entrant ("Winner") will be selected by random drawing held on July 14, 2017 after 12:00 PM EDT. Odds of winning depend on total number of qualified entries received during the Promotion Period. The Winner will be notified by email on July 14, 2017. In the event that a potential Winner's notification is returned as undeliverable, a potential winner fails to respond to notification on or July 21, 2017, a potential Winner is deemed by Sponsors not to be eligible, Prize is unclaimed after the seventh day following the first attempted notification, or if potential Winner fails to return to *Philadelphia* magazine a signed Affidavit of Eligibility and Liability/Publicity Release as required in Section 5.E., the Sponsor may select an alternate winner at random. If Sponsor is unable to notify either Winner or an alternate winner as set forth herein, Sponsor may, in its sole discretion, choose to end the Sweepstakes with no winner.
- 4. Prize:** One qualified winner will receive two (2) General Admission tickets to *Philadelphia* magazine's Best of Philly Soiree (the "Prize") to take place on August 3, 2017 at Dilworth Park located at 1 South 15th Street, Philadelphia, PA 19102, valid for guests 21 years of age or older. The estimated total value of the Prize is \$198 (one hundred ninety-eight dollars and 00/100).

Prize is subject to availability, blackout dates, and expiration dates. Sponsor reserves the right to substitute the Prize or portions thereof if Prize (or portions thereof) cannot be awarded as described. Sponsor will determine all elements of 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. Prize is awarded "as is" with no warranty or guarantee, express or implied. Sponsor disclaims all and any liability for the actual provision, quality, or nature of any third-party product or service accepted by the Winner. Sponsor is not liable for injuries, losses, or damages of any kind arising from participation in this Sweepstakes and use of the Prize.

The awarding of any Prize is contingent on full compliance with these Official Rules. If a Winner is found to have violated the Official Rules or otherwise does not meet eligibility criteria, that Winner will forfeit his/her Prize and the Prize may be awarded to an alternate winner. Sponsor is not responsible for any typographical or other errors in the printing of the offer, administration of the Sweepstakes, or in the announcement of the Prize. Winner is

responsible for all taxes, gratuities, and fees associated with prize receipt and/or use. Any portion of the Prize not used will be forfeited.

5. Conditions of Entry:

- A. Entrants agree to abide by these Official Rules and the Sponsor's decisions, which are final and binding on all matters pertaining to this Sweepstakes.
- B. Except where prohibited by law, entry constitutes permission to use Winner's, name, hometown, voice, likeness, photograph, and any statements regarding the Sweepstakes for editorial, public relations, promotional, and advertising purposes, without compensation.
- C. Sponsor reserves the right, in its sole discretion, to verify any element of any information submitted by Entrant and to disqualify any Entrant whose participation may subject the Sweepstakes, Sponsor, or Sponsor's advertisers, clients, or customers to controversy, negative publicity, scorn, or ridicule.
- D. Sponsor and its parents, affiliates, subsidiaries, and agents assume no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries. Conduct that impedes the integrity of the Sweepstakes is prohibited. Entries and the information contained therein become the property of the Sponsor and will not be returned.
- E. Winner must agree to sign an Affidavit of Eligibility and Liability/Publicity Release, which must be signed and returned to Sponsor so that these documents are received by Sponsor on or before August 1, 2016. If such documents are not received in the allotted time period, an alternate winner will be selected at random. Failure to comply will result in forfeiture of all rights to any prize.

6. 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.

Entrants agree that Sponsor has the right to combine any of the materials supplied by Entrants pursuant to the Sweepstakes 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.

7. Liability Release: By entering this Sweepstakes, Entrants release Sponsor and its parents, subsidiaries, affiliates, agents, shareholders, officers, and employees from any liability arising from or relating to participation in this Sweepstakes, 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 Sweepstakes and/or the use or misuse of the Prize, or participation in any Sweepstakes-related activity.

8. Dispute Resolution: Except where prohibited, by participating in the Sweepstakes, 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 Sweepstakes, 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 Sweepstakes, Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, 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 Sweepstakes 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.