

BE WELL PHILLY HEALTH HERO CHALLENGE
SPONSORED BY PHILADELPHIA MAGAZINE AND INDEPENDENCE BLUE CROSS

Official Contest Rules

Updated June 19, 2020

By entering this Contest, the entrant (“Entrant”) agrees to be bound by these Official Rules and to accept as final all winners. The sponsors of the Be Well Philly Health Hero Challenge (“Contest”) are Metro Corp., www.phillymag.com, *Philadelphia* magazine (collectively, “*Philadelphia* magazine”) and Independence Blue Cross (“IBC”) (collectively, *Philadelphia* magazine and IBC are the “Sponsors”).

The Contest begins on or about 10:00 A.M. Eastern Standard Time (EST) on May 26, 2020 and ends on or about 11:59 P.M. EST on December 3, 2020 (“Contest Period”).

- 1. Eligibility:** NO PURCHASE NECESSARY TO ENTER OR WIN. A purchase will not improve chances of winning. Open to legal U.S. residents of Pennsylvania, New Jersey, and Delaware who are at least twenty-one (21) years of age at the time of entry. Officers, directors, managers and employees of *Philadelphia* magazine, IBC, and each of their respective parent companies, subsidiaries, and affiliates, as well as the immediate family (spouse, parents, siblings and children) and household members of each such person, and any others engaged in the development, production, execution or distribution of this Contest, are not eligible to participate. All federal, state, and local laws and regulations apply. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 2. How To Enter:** Eligible entrants (“Entrants”) may nominate themselves or someone else (either designated a “Nominee”) in the Contest by visiting <https://www.phillymag.com/healthhero> to complete an online entry form (“Entry”). Entry may be submitted at any time during the Nomination Period which shall begin at 10:00 A.M. Eastern Standard Time (EST) on May 26, 2020 and end at 11:59 P.M. EST on July 1, 2020 (“Nomination Period”). During the entire Nomination Period, *Philadelphia* magazine's administrator's server/computer is the official time keeping device for the Contest. Entry will not be returned or acknowledged. The individual submitting the Entrant’s Application must have authority to bind the Entrant.

- 3. Semi-Finalist, Finalist, and Grand Prize Winner Selection:**
 - A. **Semi-Finalist Selection:** No later than July 15, 2020, ten (10) semi- finalists (“Semi-Finalists”) will be selected from all eligible Nominees received during the Nomination Period by *Philadelphia* magazine employees, appointed from time to time by *Philadelphia* magazine (“Judges”), based on the Semi- Finalist Judging Criteria described in Section 4.A. Each Semi-Finalist will be notified that he/she has been selected by telephone and/or email no later than July 16, 2020. Upon notification, and before 11:59 P.M. EST on July 24, 2020, each Semi-Finalist shall designate a qualified 501(c)(3) Charity of his/her choice (as identified in Section 5) that will be eligible to receive a Finalist Prize Donation.

In the event that a Semi-Finalist notification is returned as undeliverable, the Semi-Finalist cannot be reached, or *Philadelphia* magazine does not receive a Semi-Finalist’s (i) signed and notarized Affidavit of Eligibility and Liability/Publicity Release and (ii) completed Interview Form, or the Semi-Finalist does not submit its qualified 501(c)(3) Charity designation by 11:59 P.M. EST on July 24, 2020, at the Sponsors’ discretion, the Judges will select an alternate

Semi-Finalist based on the Judging Criteria until ten (10) Semi-Finalists have been selected and duly qualified under these Official Rules.

- B. Finalist Selection: Beginning at 10:00 A.M. EST on August 24, 2020 and ending at 11:59 P.M. EST on October 1, 2020 (“Finalist Voting Period”), visitors to <https://www.phillymag.com/healthhero> will have the opportunity to vote for their favorite Semi-Finalist according to the Finalist Voting Criteria described in Section 4.B. Members of the public may vote no more than one (1) time per day during the Finalist Voting Period. The top three (3) Semi-Finalists receiving the most votes at the conclusion of the Finalist Voting Period will be selected as finalists (each a “Finalist” and collectively, “Finalists”). Each Finalist will be notified that he/she has been selected by telephone and/or email on October 2, 2020.

In the event that a Finalist notification is returned as undeliverable, the Finalist cannot be reached, or a Finalist has not submitted the required (i) a signed and notarized Affidavit of Eligibility and Liability/Publicity Release and (ii) completed Interview Form, or the Finalist has not submitted its qualified 501(c)(3) Charity designation, then the Semi-Finalist receiving the next-highest vote total will be selected as a Finalist until three (3) Finalists have been selected and duly qualified under these Official Rules. In the event of a tie, *Philadelphia* magazine shall call on a *Philadelphia* magazine employee to cast the deciding vote based on the Judging Criteria.

- C. Grand Prize Winner Selection: Beginning at 10:00 A.M. EST on November 2, 2020 and ending at 11:59 P.M. EST on November 16, 2020 (“Grand Prize Voting Period”), visitors to <https://www.phillymag.com/healthhero> will have the opportunity to vote for their favorite Finalist according to the Grand Prize Voting Criteria described in Section 4.C. Members of the public may vote no more than one (1) time per day during the Grand Prize Voting Period. The Finalist receiving the most votes at the conclusion of the Grand Prize Voting Period will be selected as the Grand Prize Winner (“Grand Prize Winner” or “Winner”). The Grand Prize Winner will be announced at an event held on/around December 3, 2020 at a yet to be determined location. The exact date, time, and location for the event will be determined solely by Sponsors.

In the event that a Grand Prize Winner notification is returned as undeliverable, the Grand Prize Winner cannot be reached, or a Grand Prize Winner has not submitted the required (i) a signed and notarized Affidavit of Eligibility and Liability/Publicity Release and (ii) completed Interview Form, or the Grand Prize Winner has not submitted its qualified 501(c)(3) Charity designation, then the Finalist receiving the next-highest vote total will be selected as the Grand Prize Winner until one (1) Grand Prize Winner has been selected and duly qualified under these Official Rules. In the event of a tie, *Philadelphia* magazine shall call on a *Philadelphia* magazine employee to cast the deciding vote based on the Judging Criteria.

4. Judging Criteria: The following judging criteria (“Judging Criteria”) will be used evaluate the Nominees in the Semi-Finalist, Finalist, and Grand Prize Winner selections, respectively:

- A. Semi-Finalist Selection:
- i. Degree and nature of Nominee’s involvement in a healthy and active lifestyle;
 - ii. The degree to which the Nominee champions and encourages others to participate in a healthy and active lifestyle.
- B. Finalist Selection:
- i. Degree and nature of Nominee’s involvement in a healthy and active lifestyle;

- ii. The degree to which the Nominee champions and encourages others to participate in a healthy and active lifestyle.

C. Grand Prize Winner Selection:

- i. Degree and nature of Nominee's involvement in a healthy and active lifestyle;
- ii. The degree to which the Nominee champions and encourages others to participate in a healthy and active lifestyle.

5. Prizes: Prizes for the qualified Finalists and Grand Prize Winner will be distributed as follows:

- A. One (1) Grand Prize Winner will be entitled to designate a Charity to which *Philadelphia* magazine and Independence Blue Cross will donate a total amount of \$15,000.
- B. The two (2) remaining Finalists not selected as the Grand Prize Winner will each be entitled to designate a Charity to which *Philadelphia* magazine and Independence Blue Cross will donate a total amount of \$2,500.

The Grand Prize Winner is not eligible for the \$2,500 donation.

Sponsors reserve the right to substitute a prize or portions thereof of equal or greater value if prize (or portions thereof) cannot be awarded as described. Sponsors will determine all elements of prize in their sole discretion. Details of the prize may change, based on availability. Prize may not be assigned, transferred, changed, or redeemed for cash.

“Charity” means a tax-exempt 501(c)(3) organization. Each Charity is subject to verification and approval by *Philadelphia* magazine. If *Philadelphia* magazine is not able to verify that the designated charity is a tax-exempt 501(c)(3) organization, *Philadelphia* magazine may withhold the donation or may substitute a qualified charity on the Finalist's or the Grand Prize Winner's behalf.

Prize is awarded “as is” with no warranty or guarantee express or implied. Sponsors disclaim 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 and Nominees agree to be bound by the Official Rules and agree that if any Finalist or Grand Prize Winner fails to provide proof of identity, refuses to provide required information or documents, is found to have violated the Official Rules, or otherwise does not meet eligibility criteria, prize will be forfeited and awarded to an alternate Finalist or Grand Prize Winner. Entrants and Nominees understand that Sponsors are not liable for injuries, losses, or damages of any kind arising from participation in this promotion and acceptance, possession, and use of prize. Sponsors are 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. All taxes on Prize and all tips are the winner's responsibility. Any portion of the Prize not used will be forfeited.

6. Conditions of Entry:

- A. Entrant and Nominees agree to abide by these Official Rules and the decisions of Sponsors, which are final and binding on all matters pertaining to this Contest.
- B. Description of Nominee's qualification as a Health Hero contained in the Entry (“Description”) must be an original work created by the Entrant, or a work to which the Entrant owns all copyrights, and the Entrant warrants and represents that the Entrant is the owner of any and all copyrights in the

Description and that the Description does not violate or infringe the rights of another person or entity, including but not limited to the right of privacy, the right of publicity, copyright(s), trademarks or brand names, or any other intellectual property right(s).

- C. The Description must not contain any watermarks, time/date stamps, decorative borders or other types of text overlays.
- D. Each Semi-Finalist must submit (i) a signed and notarized Affidavit of Eligibility and Liability/Publicity Release and (ii) a completed Interview Form to *Philadelphia* magazine no later than 11:59 P.M. EST on July 24, 2020. Each Affidavit of Eligibility and Liability/Publicity Release must be signed by a person with legal authority to bind the Semi-Finalist. Failure to comply will result in forfeiture of all rights to any prize, and an alternate Semi-Finalist will be selected. Each Semi-Finalist must also make him/herself available for a phone interview by Sponsors or Sponsors' affiliated entities and must agree to be featured in the 2020 September and November issues of *Philadelphia* magazine and online on Sponsors' websites/social media pages in connection with the Contest. Each Semi-Finalist must also designate a Charity (as defined in Section 5) and notify *Philadelphia* magazine of its designation no later than 11:59 P.M. EST on July 24, 2020. Failure to comply will result in forfeiture of all rights to any prize, and an alternate Semi-Finalist will be selected.
- E. Each Finalist must make him/herself available for a phone interview by Sponsors or Sponsors' affiliated entities and must agree to be featured in the September 2020, November 2020 and 2021 January and/or February issue(s) of *Philadelphia* magazine and online on Sponsors' websites/social media pages in connection with the Contest.
- F. By entering the Contest, Entrant and Nominee each permit the Entry to be posted, displayed, published, and otherwise used on Sponsors' Websites ("Websites"), social media pages, and/or in Sponsors publications ("Publications"), including without limitation, for display of winning entries, promotion of the Contest, or reporting on the Contest.
- G. Except where prohibited by law, entry constitutes permission to use the Entrant's Entry, Entrant's and Nominee's name, hometown, photograph, and any statements regarding the Contest for editorial, public relations, promotional, and advertising purposes without compensation.
- H. Sponsors reserve the right, in their sole discretion, to reject, disqualify, modify, edit, and revise any Entry. Sponsors reserve the right, in their sole discretion, to verify any element of any Entry or related materials and to disqualify any Entrant and Nominee whose participation may subject the Contest, Sponsors, or Sponsors' advertisers, clients, or customers to controversy, negative publicity, scorn, and/or ridicule.
- I. Sponsors are 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. Sponsors reserve 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, Sponsors reserve the right to award the prize to eligible entries received prior to the date of cancellation.

Sponsors reserve the right, in their sole discretion, to disqualify any person tampering with the entry process, the operation of the website or otherwise in violation of the rules.

- J. Sponsors and their parents, affiliates, subsidiaries, and agents assume no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries. No computer-generated entries will be accepted. The use of automated entry devices or any other conduct that impedes the integrity of the Contest is prohibited. Entries and the information contained therein become the property of Sponsors. Entries made through the internet are deemed to be made by the authorized account holder of the email address at the time of entry.

- 7. **Privacy/Publicity Releases:** By entering and providing the required information, Entrants acknowledge that the Sponsors may send Entrant information, samples, or special offers it thinks may be of interest to Entrant about its publication or other complementary goods offered by Sponsors and/or information and special offers of IBC or other companies it may carefully select. **YOU MAY OPT-OUT OF RECEIVING ANY SUCH INFORMATION, SAMPLES, OR OTHER SPECIAL OFFERS FROM SPONSORS AT ANY TIME. OPTING-OUT WILL NOT AFFECT YOUR NOMINEE'S ODDS OF WINNING.**

Entrant and Nominee agree that Sponsors have the right to combine the Entry and any of the materials supplied by entrant pursuant to the Contest with such other material as Sponsors in their sole discretion determine, and further agrees that it shall not have any 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. **Other Releases:** By entering and/or participating in this Contest, Entrant and Nominee release Sponsors and Sponsors' respective 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 in this Contest (including without limitation infringements of copyright or any other intellectual property right) and/or the use or misuse of the Prize, or participation in any Contest-related activity.

- 9. **Dispute Resolution:** Except where prohibited, by participating in the Contest, Entrants and Nominees 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 Sponsors and their 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 and Nominee agree 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 and Nominees 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 and Nominee 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 or Nominee be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, and consequential, or multiplied damages and any other damages, other than for actual out-of-pocket expenses.