

BEST OF PHILLY 2013 SWEEPSTAKES
SPONSORED BY Philadelphia Magazine & Mercedes-Benz
("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. A purchase will not improve chances of winning. Open to persons twenty-one (21) years of age or older who are residents of Philadelphia, New Jersey, or Delaware. Employees and immediate family and household members of employees of *Philadelphia Magazine* and Metro Corp. (publisher of *Philadelphia Magazine*) and Mercedes-Benz (collectively, "Sponsors") 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. Enter by visiting phillymag.com/votebop, submitting the requested information, and answering the "Flashback Quiz" question. Correct quiz answer is not required and will not affect your odds of winning. Your agreement to receive future email correspondence from Sponsors or others is not required and will not affect your odds of winning. Limit one entry per person. Duplicate entries will be voided. All entries must be received between 12:01 AM EST on December 24, 2012 and 11:59 PM EST on June 30, 2013 (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.
3. **Selection of Winner and Odds of Winning:** One winner ("Winner") will be selected by random drawing held no later than July 15, 2013. Odds of winning depend on total number of qualified entries received during the Promotion Period. Winner will be notified by email no later than July 16, 2013. An alternate winner will be selected at random if notification is returned as undeliverable, if Winner fails to return affidavit and release to *Philadelphia Magazine* as set forth in Section 5.F., or if the Prize is unclaimed after the fourteenth (14th) day following the first attempted notification. If Sponsor is unable to notify either a winner or an alternate winner as set forth herein, then Sponsor, at its sole discretion, may choose to end the Sweepstakes with no winner.
4. **Prize:** One qualified winner will receive two (2) tickets to the Best of Philly 2013 Party to take place in Philadelphia, Pennsylvania ("Prize"), the estimated total value of which is \$300 dollars (three hundred dollars).

Philadelphia magazine reserves the right to substitute a Prize or portions thereof of equal or greater value if Prize (or portions thereof) cannot be awarded as described. *Philadelphia* magazine 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 subject to availability and expiration. 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. Sponsors are 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 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 awarded to an alternate winner. 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. Any portion of the Prize not used will be forfeited.

5. Conditions of Entry:

A. Sweepstakes 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 Sweepstakes.

B. Except where prohibited by law, entry constitutes permission to use the Winner’s entry, name, hometown, voice, likeness, photograph, and any statements regarding the Sweepstakes for editorial, public relations, promotional, and advertising purposes without compensation to the Winner.

C. *Philadelphia* magazine 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 may subject the Sweepstakes, Sponsors, or Sponsors’ advertisers, clients or customers to controversy, negative publicity, scorn, and/or ridicule.

D. Sponsors assume no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries.

E. Sponsors are not responsible for, and will not be liable for, any problems connected with the Internet portion of the Sweepstakes, 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 Sweepstakes; (iv) typographical or other errors in the offer or administration of the Sweepstakes, 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 Sweepstakes. Sponsors reserve the right, in its sole

discretion, to suspend or cancel the Sweepstakes 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 its sole discretion, to disqualify any person tampering with the entry process, the operation of the website or otherwise in violation of the rules.

F. Winner must sign an affidavit of eligibility and release form, and return these documents to *Philadelphia Magazine* so that *Philadelphia Magazine* receives them no later than fourteen (14) days after their delivery to Winner. Failure to comply will result in the forfeiture of all rights to any prize.

6. Privacy/Publicity/Eligibility Releases:

By entering and providing the required entry information, Entrants acknowledge that the Sponsors may send Entrants information, samples, special offers, or other complementary goods offered by the Sponsors or other companies the Sponsors 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 Sponsors have the right to combine any of the materials supplied by Entrants pursuant to the Sweepstakes with such other material as Sponsors in their 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. Release:

By entering this sweepstakes, Entrants release Sponsors and their 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 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 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.