



“FALL IN PHILLY PHOTO CONTEST” OFFICIAL RULES

The “Fall in Philly Photo Contest” Official Rules is sponsored by the Greater Philadelphia Tourism Marketing Corporation d/b/a Visit Philadelphia® (“VISIT PHILADELPHIA” or “Sponsor”). The VISIT PHILADELPHIA “Fall in Philly Photo Contest” (the “Contest”) begins on Monday, October 11, 2021 at 12:00 a.m. Eastern Standard Time (“EST”) and ends on Sunday, October 24, 2021 at 11:59 p.m. EST (the “Contest Entry Period”). The purpose of this contest is to further VISIT PHILADELPHIA’s mission of promoting the City of Philadelphia and the region to attract tourists; the contest has no commercial value. NO PURCHASE NECESSARY TO ENTER OR WIN. NO ENTRY FEE. VOID WHERE PROHIBITED. VALID IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

1. **CONTEST:** During the Contest Entry Period, the public may enter Photo Entries (defined below). On or about October 25, 2021, a panel of Judges appointed by the Sponsor will evaluate the eligible Photo Entries and select three winners. On or about October 27, 2021, VISIT PHILADELPHIA will determine and announce winners of the Contest, and the prizes will be awarded in accordance with these Official Rules (the “Official Rules”).

2. **BINDING AGREEMENT:** In order to enter the Contest, you must agree to these Official Rules. Therefore, please read these Official Rules prior to entry to ensure you understand and agree. You agree that submission of a Caption Entry in the Contest constitutes agreement to these Official Rules. You may not submit a Photo Entry to the Contest and are not eligible to receive the prize described in these Official Rules unless you agree to these Official Rules. These Official Rules form a binding legal agreement between you and VISIT PHILADELPHIA with respect to the Contest.

3. **ELIGIBILITY:** The Contest is open only to legal residents of any of the fifty (50) states of the United States and the District of Columbia (excluding Puerto Rico and U.S. territories) who, as of the date of entry, are 21 years of age or older at the time of entry. Employees of VISIT PHILADELPHIA and its respective affiliates, subsidiaries, advertising agencies, promotion, fulfillment and other coordinating agencies, and the immediate family members and/or household members of any such persons or entities are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state and local laws and regulations and void where prohibited or restricted by law.

4. HOW TO ENTER: During the Contest Entry Period, you may enter the Contest by uploading before the end of the Contest Entry Period as many original photographic images as you like of fall scenes in the Philadelphia five-county region (Bucks, Chester, Delaware, Montgomery, and Philadelphia counties) to a public Instagram account using the following hashtag: #fallinphillyphotocontest. Each photo submission is referred to as a "Photo Entry." Each Photo Entry must meet the "Photo Entry Requirements" described below. All Photo Entries must be successfully submitted during the Contest Entry Period to be eligible for the Contest. Any use of robotic, automatic, programmed or similar entry methods will void all such entries by such methods. Entrants violating any of these Official Rules may be disqualified.

5. PHOTO ENTRY REQUIREMENTS: Entrant's Photo Entry must be original, of entrant's own creation, and must not have been entered in any other competition or promotion not associated with VISIT PHILADELPHIA, or any other competitions or promotions conducted by VISIT PHILADELPHIA. Any Photo Entry that, in VISIT PHILADELPHIA's sole and absolute discretion (i) is obscene, profane, lewd or defamatory; (ii) includes anti-social content, a commercial solicitation or promotional materials, or address, phone number, or URL address; (iii) does not meet the requirements outlined in these Official Rules or on the Visit Philly Facebook Page; (iv) includes branded items or otherwise may, in VISIT PHILADELPHIA's sole and absolute discretion, infringe on a third parties trademark or copyright rights; (v) is not in keeping with VISIT PHILADELPHIA's image, or (vi) is otherwise objectionable, may not be considered and may be disqualified by VISIT PHILADELPHIA. Entrant represents and warrants that entrant's Photo Entry (i) is original, of entrant's own creation, (vii) has not been entered in any other competition or promotion anywhere in the world, including other competitions or promotions conducted by VISIT PHILADELPHIA, (viii) does not violate the intellectual property or proprietary rights of other parties. Entrant further indemnifies and holds VISIT PHILADELPHIA harmless for any potential entry that may be alleged to be copyright and/or trademark infringement as more fully described in section 9 below. Entrant understands that any such allegation of copyright and/or trademark infringement by a third party will immediately disqualify the Photo from this Contest. Entrant hereby agrees not to instigate, support, maintain or authorize any action, claim or lawsuit against VISIT PHILADELPHIA or any other person on the grounds that any use of any Photo Entry as provided herein, infringes any of entrant's rights as the creator of the Photo Entry as provided herein including, without limitation, trademark rights, copyrights and moral rights or "droit moral." By submitting a Photo Entry, entrant hereby grants VISIT PHILADELPHIA and its affiliates, subsidiaries, successors, assigns, licensees, sub-licensees, agents and representatives an irrevocable, worldwide, royalty-free, unrestricted, perpetual sub-licensable (through multiple tiers) and transferable right and license to use, copy, transmit, publish or otherwise distribute, modify, create derivative works based upon, incorporate into other works, publicly perform and display the Photo Entry or any portion thereof, in or through any medium, whether now known or hereafter created (including, but not limited to websites owned or controlled VISIT PHILADELPHIA, its affiliates or anyone acting on VISIT PHILADELPHIA's authority, and in VISIT PHILADELPHIA's e-mails, Facebook,

Twitter or Instagram communications), for any and all lawful purposes, and agrees to execute documents, instruments or agreements confirming such right and license at VISIT PHILADELPHIA's reasonable request. Nothing herein shall constitute an employment, joint venture, or partnership relationship between entrant and VISIT PHILADELPHIA.

6. WINNER SELECTION; ODDS OF WINNING: Three (3) Photo Entries (each, a "Potential Winner") will be selected from among all eligible Photo Entries received by a panel of Judges as solely appointed by Sponsor. Each eligible entry will be judged according to the following criteria: originality, creativity, quality of presentation and how well the Photo Entry captures the personality of Philadelphia in the fall (the "Judging Criteria"). The panel will choose the Entries that it feels integrate these qualities in a memorable and/or creative way, in the panel's sole and absolute discretion. Decisions of the panel will be final. Odds of winning depend on the number of eligible Entries received, the quality of the Photo Entries, and the decisions of the judges.

7. WINNER NOTIFICATION: The Potential Winners will be notified by VISIT PHILADELPHIA via direct message on Instagram on or about October 27, 2021 by 11:59 p.m. EST. Potential winners are subject to verification, including verification of age. Except where prohibited by law, the potential winners will be required to sign and return an affidavit of eligibility and publicity/liability release within 48 hours of notification and provide any additional information that may be required by VISIT PHILADELPHIA. If a selected winner cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and an alternate winner may be selected from remaining valid, eligible entries timely submitted. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail address connected with the Instagram account from which the entry was sent. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

8. PRIZES: The prizes to be awarded from the Contest are described below.

- Grand prize:
 - Overnight hotel stay, The Logan
 - Two tickets for the Barnes Foundation
 - Two tickets for The Franklin Institute
 - Two tickets for Halloween Nights at Eastern State Penitentiary
 - Photo featured on visitphilly.com and Visit Philly Instagram accounts and PHL Shooters Instagram with photo credit
 - Access to Assembly Rooftop Lounge for sunrise or sunset shots of the Ben Franklin Parkway

TOTAL approximate retail value ("ARV") of the Grand Prize is: \$550

- Second Prize:
 - \$250 Suraya gift card
 - Two tickets for The Philadelphia Zoo
 - Two tickets for the Museum of the American Revolution
 - Photo featured on visitphilly.com and Visit Philly Instagram accounts and PHL Shooters Instagram with photo credit

TOTAL approximate retail value (“ARV”) of the Second Prize is: \$350
- Third prize:
 - Two tickets for Beautiful: The Carole King Musical
 - Two tickets for the Academy of Natural Sciences
 - Two tickets for Eastern State Penitentiary
 - Photo featured on vp.com and Visit Philly Instagram accounts and PHL Shooters Instagram with photo credit

TOTAL approximate retail value (“ARV”) of the Third Prize is: \$320

All reservations and admissions are based on availability and some blackout dates may apply. Total ARV of all available prizes to be awarded is \$1,220, in the aggregate. The prize winners are responsible for all expenses not listed in these rules, including any travel expense and parking, and for payment of any applicable federal, state, and/or local taxes. The prize winner is also responsible for compliance with any applicable federal, state, and/or local laws and/or regulations. Prizes are not transferable. In the event that a prize cannot be awarded due to circumstances outside VISIT PHILADELPHIA’s control, an alternate prize of equal value may be substituted at the sole discretion of VISIT PHILADELPHIA. Cash redemption, exchange or substitution is not allowed except at the sole discretion of VISIT PHILADELPHIA.

9. GENERAL RULES: The Contest is offered by VISIT PHILADELPHIA, which is not responsible for (i) late, lost, delayed, damaged, postage-due, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties; or (iv) any fees charged by any Internet Service Provider. By participating in the Contest, entrants agree to waive, release, indemnify, defend and hold harmless VISIT PHILADELPHIA and its parent, affiliated companies and subsidiaries and their directors, officers, employees, VISIT PHILADELPHIA’s agents, including advertising and Contest agencies, and assigns, and any other organizations related to the Contest, including, but not limited to, Instagram (together, the “Indemnified Parties”), from and against, any claims, injuries (including death), loss, expenses or damages and/or liabilities of any nature that in any way arise in whole or in part from the acceptance, possession, use or enjoyment of a prize or parts thereof, participation in the Contest, or in any prize-related activity, including, without limitation, any (i) claim of copyright and/or trademark infringement, and/or for the unauthorized use of a name, individual or likeness (ii) condition caused by

events beyond VISIT PHILADELPHIA's control that may cause the Contest to be disrupted or corrupted, (iii) injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest, (iv) printing or typographical errors in any materials associated with the Contest, or (v) electronic, network or computer failures or malfunctions, or other hardware, software or technical errors of any kind, including any injury or damage to any person's computer related to, or resulting from, participation in the Contest or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, that the Indemnified Parties may suffer, incur or be required to pay, to the extent arising out of or relation to, or brought on behalf of any third party. Further, entrants shall hold the Indemnified Parties harmless from any claims and/or damages for any injuries to either person (including but not limited to entrant or any support staff, agent, employee or contractor of entrant) or property (including but not limited to entrant's personal property, and equipment, whether owned or rented) resulting from or occurring during entrant's participation in this Contest. IN NO EVENT WILL VISIT PHILADELPHIA BE LIABLE TO ENTRANTS FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANTS' PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT VISIT PHILADELPHIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

10. ADDITIONAL CONDITIONS: Except where prohibited, by winning any prize, winner consents to the use of his/her name, photo and/or likeness, biographical information, entry materials and statements attributed to winner for advertising and promotional purposes, including without limitation, inclusion in VISIT PHILADELPHIA's newsletters, on Visit Philly Instagram page and VISIT PHILADELPHIA's websites at www.visitphilly.com, without additional compensation. VISIT PHILADELPHIA reserves the right, in its sole discretion, to cancel, modify or suspend the Contest in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Contest is compromised, without liability to the entrant. VISIT PHILADELPHIA reserves the right in its sole and absolute discretion to disqualify any individual that (i) tampers or attempts to tamper with the entry process or the operation of the (ii) violates these Official Rules; or (iii) acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, VISIT PHILADELPHIA reserves the right to seek damages from any such person to the fullest extent permitted by law. VISIT

PHILADELPHIA's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. As stated above, the Contest is void where prohibited or restricted by law. By participating in the Contest, you acknowledge that you have read these Official Rules and agree to abide by them and by the decisions of VISIT PHILADELPHIA, which are final and binding on all matters pertaining to the Contest.

11. LAWSUITS: This Contest is subject to all applicable federal, state, and local laws and regulations. This Contest is governed by the laws of the Commonwealth of Pennsylvania. In the event of any dispute regarding this Contest, entrants agree that such disputes shall be resolved by arbitration in Philadelphia, Pennsylvania.

12. PERSONAL INFORMATION. VISIT PHILADELPHIA may collect personal data about entrants online, in accordance with its privacy policy and as may be more specifically set forth in these Official Rules. Please review these Official Rules and VISIT PHILADELPHIA's privacy policy at <https://www.visitphilly.com/privacy-policy/>. By participating in the Contest, entrants hereby agree to VISIT PHILADELPHIA's collection and use of their personal information and acknowledge that they have read and accepted VISIT PHILADELPHIA's privacy policy. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

13. DISCLAIMER: The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. By participating in the Contest, you acknowledge and agree that you are providing your entry information to VISIT PHILADELPHIA and not to Instagram.

14. WINNERS LIST. For the name of the prize winner, e-mail questions@visitphilly.com with the subject Fall in Philly Photo Contest Winner List." Requests received after December 31, 2021 will not be honored.

15. SPONSOR'S INFORMATION. Additional information may be obtained upon request directed to the principal place of business of VISIT PHILADELPHIA, 30 South 17th Street, Suite 2010, Philadelphia, Pennsylvania 19103-4006; E-mail: questions@visitphilly.com.