

VISIT PHILADELPHIA®

“The Ultimate New Year’s Celebration in Philly” Sweepstakes Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

1. OVERVIEW. “The Ultimate New Year’s Celebration in Philly” Sweepstakes Official Rules (the “Sweepstakes”) is sponsored by Greater Philadelphia Tourism Marketing Corporation d/b/a VISIT PHILADELPHIA® (“VISIT PHILADELPHIA” or “Sponsor”). The Sweepstakes begins on Thursday, December 1, 2022 at 12:00:01 am Eastern Standard Time (“EST”) and ends on Monday, December 19, 2022 at 11:59:59 EST (the “Sweepstakes Period”). The purpose of this Sweepstakes is to further VISIT PHILADELPHIA’s mission of promoting the City of Philadelphia and the region to attract tourists. ENTRY IN THIS SWEEPSTAKES CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

2. TO ENTER. During the Sweepstakes Period, eligible individuals may visit www.visitphilly.com and complete and submit a Sweepstakes entry form. The entry form must be completed with correct information to be valid. Submitting a completed entry form in accordance with these Official Rules will grant eligible individuals one (1) entry into the Sweepstakes. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Any use of robotic, automatic, programmed or similar entry methods will void all such entries by such methods. There is a limit of one (1) entry per person during the Sweepstakes Period. Entrants violating any of these Official Rules may be disqualified.

3. BINDING AGREEMENT. In order to enter the Sweepstakes, you must agree to these Official Rules. Therefore, please read these Official Rules prior to entry to ensure you understand them and agree to be bound by these terms. You agree that submission of an online entry form in the Sweepstakes constitutes an agreement to be bound by these Official Rules. You may not submit an entry form to the Sweepstakes 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 Sweepstakes.

4. ELIGIBILITY. The Sweepstakes is open only to legal residents of any of the fifty (50) states of the United States or 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. Employees of VISIT PHILADELPHIA and its

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 Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

5. **ODDS OF WINNING AND WINNER SELECTION.** On or about Tuesday, December 20, 2022, VISIT PHILADELPHIA will select one (1) winner by random draw from among all eligible entries received during the Sweepstakes Period. **Odds of winning depend on the number of eligible entries received.** VISIT PHILADELPHIA, in its sole discretion, reserves the right at any time to disqualify any entry or entrant that fails to comply with these Official Rules. VISIT PHILADELPHIA's determination of the winner is final and binding. The potential prize winner must meet all eligibility requirements and fully comply with these Official Rules.

6. **WINNER NOTIFICATION.** The potential prize winner will be notified by VISIT PHILADELPHIA via e-mail or phone on or about Tuesday, December 20, 2022. Potential winner is subject to verification, including verification of age. Except where prohibited by law, the potential winner 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. VISIT PHILADELPHIA shall have no liability for any potential prize-winning notification that is lost, intercepted or not received by any potential winner for any reason. If a potential 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 completed Sweepstakes entry form. "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. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants.

7. **PRIZE.** One (1) winner will receive the following:

- **Two (2) tickets for Party on Ice at the Blue Cross RiverRink Winterfest, December 31, 4:30 p.m. or 10 p.m., including ice skating, skate rentals, parking, music, food and drinks (\$205 value)**
- **Two (2) nights at the Courtyard by Marriott Philadelphia South at the Navy Yard, December 31, 2022-January 2, 2023 (\$593 value)**
- **Two (2) tickets for the Philadelphia Eagles vs. New Orleans Saints game, January 1, 1 p.m. (\$300 value; tickets courtesy of NBC10, the official broadcast station of the Eagles)**
- **One (1) Starr Restaurant Group gift card (\$100 value)**

The prize has an estimated total ARV of \$1,198.00. The prize winner is solely responsible for all expenses not listed in these Official 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, including during the use of the prize and any prize-related travel. The prize is not transferable. In the event that the 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. Winner may be issued an IRS 1099 form for prizes over \$600.

8. GENERAL RULES. VISIT PHILADELPHIA is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the sweepstakes or by any technical or human error which may occur in the processing of the entries. VISIT PHILADELPHIA 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 Sweepstakes, entrants agree to waive, release, indemnify, defend and hold harmless VISIT PHILADELPHIA and its directors, officers, employees, VISIT PHILADELPHIA's agents, including advertising and sweepstakes agencies, and assigns, and any other organizations related to the Sweepstakes (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 Sweepstakes, 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) any condition or occurrence that may cause the Sweepstakes 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 Sweepstakes, (iv) printing or typographical errors in any materials associated with the Sweepstakes, 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 Sweepstakes 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 Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, 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 Sweepstakes or any use of the prize. 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 SWEEPSTAKES OR USE OF THE PRIZE (INCLUDING ANY PRIZE-RELATED TRAVEL), 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.

9. **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 in all media and in all manner, including without limitation, inclusion in VISIT PHILADELPHIA's newsletters, the Philadelphia – visitphilly.com Facebook Page and VISIT PHILADELPHIA's website at www.visitphilly.com without additional compensation. VISIT PHILADELPHIA reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Sweepstakes 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 Sweepstakes; (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 Sweepstakes 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. By participating in the Sweepstakes, 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 Sweepstakes.

10. **LAWSUITS.** This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. This Sweepstakes is governed by the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions. In the event of any dispute regarding this Sweepstakes, entrants agree that such disputes shall be resolved by arbitration in Philadelphia, Pennsylvania.

11. **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 Sweepstakes, 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. Any such opt-in will indicate that the entrant understands and agrees that any information collected by

VISIT PHILADELPHIA will be subject to the VISIT PHILADELPHIA's privacy policy at <https://www.visitphilly.com/privacy-policy/>. If you are selected as a winner, your information may also be included in a publicly available winner's list.

12. WINNERS LIST. For the name of the prize winner, e-mail questions@visitphilly.com with the subject ""The Ultimate New Year's Celebration in Philly Sweepstakes Winner List." Requests received after February 28, 2023 will not be honored.

13. 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.