

PHILADELPHIA MAGAZINE'S Be Well Philly™ Office Challenge
Sponsored by Philadelphia Magazine
Presented by United Healthcare

Official Contest Rules

By entering this contest, the entrant(s) agree to be bound by these rules and to accept as final all decisions of the judges appointed by *Philadelphia* magazine, www.phillymag.com, and/or *Metro Corp.* (“Sponsor”).

1. **NO PURCHASE NECESSARY TO ENTER OR WIN.** Open to persons eighteen (18) years of age or older, who are residents of Pennsylvania, New Jersey and Delaware only. Employees and immediate family and household members of employees of United Healthcare, *Philadelphia* magazine and Metro Corp. (publisher of *Philadelphia* magazine and phillymag.com) and its and their affiliates are NOT eligible to enter. All federal, state, and local laws and regulations apply. VOID WHERE PROHIBITED.

2. **Contest Period:** Contest entries may be submitted between 12:01a.m. EST on June 1, 2011 to 11:59 p.m. EST on August 5, 2011. All submissions become the property of Metro Corp. and will not be acknowledged or returned.

3. **How to Enter:**

A. Visit www.phillymag.com/officechallenge any time during the contest period and email to bewellofficechallenge@phillymag.com:

- (i) one (1) photograph of your team in .jpg format, not to exceed 3MB. Photos must be original and non-professional; and
- (ii) a typed statement, not to exceed one hundred (100) words, explaining why your team should be selected as a contestant in the “Be Well Philly™ Office Challenge.” By submitting your written statement, you are consenting to the publication of such statement (at the discretion of *Philadelphia* magazine), in whole or in part, in *Philadelphia* magazine, in print and on its website, and you are also assigning to Metro Corp., publisher of *Philadelphia* magazine, and its parent companies, subsidiaries, affiliates, successors, licensees, and assigns all rights in the narrative, including copyright.

B. **All entries must include the company name, employee name, address, daytime phone number, and email address, of all entrants of the team. Additionally, it must indicate who will be team leader.**

C. Entrants can only be part of one (1) team entry. Sponsor reserves the right, in its sole discretion, to reject, disqualify, modify, edit, and revise any entries, subjects, or related materials that are nude, obscene, defamatory, profane, offensive, lewd, pornographic, false, misleading, deceptive, or otherwise inconsistent with its editorial standards, audience expectations, or reputational interests or that Sponsor believes may violate any applicable law or regulation or the rights of any third party. Sponsor reserves the right, in its sole discretion, to verify any element of any entry or related materials and to disqualify any entrant whose participation may subject the contest,

Sponsor, or Sponsor's advertisers, clients, or customers to controversy, negative publicity, scorn, or ridicule.

4. Conditions of Entry:

- A. Photograph and statement must be original works created by the entrant, or works 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 photograph and statement and neither the photograph nor the statement 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).
- B. Entrant acknowledges that the Entrant has sufficient permission of any recognizable persons appearing in the photographs to be able to grant Metro Corp. the right to publish the photograph submission on-line and in print, or any other media.
- C. The photograph and statement shall not contain any watermarks, time/date stamps, decorative borders or other types of text overlays.
- D. By entering the Contest, entrant hereby gives permission for the entered photographs to be used on www.phillymag.com, ("Web-Sites") and/or in the publication(s) *Philadelphia* magazine ("Publications"). The entrant agrees to such use and agrees that the submissions may be posted on such Web-Sites or in such Publications for purposes of on-line or public reader's choice voting and/or for display of winning entries, promotion of the contest or reporting of the contest.
- E. Except where prohibited by law, entry constitutes permission to use winners' entry, name, hometown, voice, likeness, photograph and any statements regarding the contest for editorial, public relations, promotional and advertising purposes without compensation.
- F. Sponsor reserves the right, in its sole discretion, to reject, disqualify, modify, edit and revise any entries, subjects, photographs or related materials that are nude, obscene, defamatory, profane, offensive, lewd, pornographic, false, misleading, deceptive or otherwise inconsistent with its editorial standards, audience expectations or reputational interests or that Sponsor believes may violate applicable law or regulation or the rights of any third party. Sponsor reserves the right, in its sole discretion, to verify any element of any entry or related materials and to disqualify any entrant whose participation may subject the contest, Sponsor, or Sponsor's advertisers, clients or customers to controversy, negative publicity, scorn and ridicule.

5. Judging Criteria and Contestant/Winner Selection:

THERE WILL BE TWO ROUNDS OF THE BE WELL PHILLY OFFICE CHALLENGE CONTEST: (i) Initial selection of six (6) Contestants/10 person teams; and (ii) Grand Prize Winner.

First Round: Six (6) team entrants ("Contestants") will be selected from all eligible entries received prior to 11:59 p.m. EST on August 5, 2011 will be judged by a panel of two (2) Philadelphia Magazine editors appointed from time to time by Sponsor based on the following criteria:

- A. Reason the entrants would like to be a Contestant in the Be Well Philly Office Challenge; and
- B. Innovation of the written statement; and

- C. Such other relevant factors as the judges deem appropriate
- D. If no qualifying entries are received, no Contestants will be selected, and no prize will be awarded. If Metro Corp. is unable to notify an entrant as set forth herein, Metro Corp. may, at its sole discretion, select a substitute entrant.
- E. Decisions of the judges are final and binding in all respects.
- F. The designated team leader of the entrants selected to be Contestants will be notified by phone or email on or about the week of August 8, 2011. Sponsor reserves the right to request additional information from the Contestant.
- G. Contestant entries will be posted on www.phillymag.com after selection and shall remain posted on www.phillymag.com until the Grand Prize Winner is determined. After the determination of the Grand Prize Winner, Contestants' entries shall be archived on www.phillymag.com.
- H. Once being selected, the Contestants agree to have their weight taken by a trainer from Sweat Fitness (or another comparable fitness trainer) or any person or entity designated by Sponsor. After the weight measurement, the Contestants shall be entitled to train at Sweat Fitness for a period of eight (8) weeks beginning on September 12, 2011 and ending on November 7, 2011 ("Training Period"). Additionally the Contestants shall be given the opportunity to participate in wellness informational sessions from time to time from various participating sponsors.

The contest will be scored in two ways: Pound Points and Wellness Points.

Teams will earn 10 Pound Points for every pound lost during the eight-week challenge. (1 pound lost = 10 Pound Points).

Teams may also earn bonus Wellness Points. Wellness Points can be earned in four ways:

- 1) By logging on to the Be Well Office Challenge site (each team member will be assigned a personal log in number). Each weekday that a team member logs in and reads the Office Challenge Wellness Tip of the Day, he/she will earn one Wellness Point for their team. Each team member may only earn up to one point per weekday by reading Wellness Tips. (One login = 1 Wellness Point).
- 2) By checking in at a Sweat gym location. Each team member will be given a gym ID card, which will log gym visits throughout the contest each time it is scanned. At the end of the contest, each visit logged will count as one Wellness Point. (One gym check-in = 1 Wellness Point)
- 3) By completing the weekly Office Challenge recipe. The Sponsor will post one nutritionist-designed recipe each week on www.phillymag.com. Each team member may complete each recipe (up to one per team member per week), and email a photo of the completed recipe to eleaman@phillymag.com; the emails must include the name of the team member who completed the recipe, and the name of the company to which the team member belongs. (One recipe completed = 1 Wellness Point).
- 4) By participating in nutrition webinars. The Sponsor may host up to two wellness webinars with nutritionists throughout the course of the contest. Teams will be given at least one week's notice (including log-in instructions) prior to each webinar. Team members who log in to participate in the webinars will receive a Wellness Point for their team. Team members must log in individually to receive credit for their participation. (One log-in = 1 Wellness Point).

Second Round:

During the week of November 7, 2011, the Contestants shall have their weight taken a second time by a Sweat Fitness trainer (or another comparable fitness trainer) or any person or entity designated by Sponsor (“Final Weight”). At the end of the contest, Pound Points (as determined by above method) will be multiplied by .67 and Wellness Points (as determined by above method) by .33, and the results of each will be added together to determine each team's final score — the team with the highest score will be the Grand Prize Winner! (Example: Team A has 1,000 Pound Points and 400 Wellness Points. $1,000 * .67 = 670$ points, and $400 * .33 = 132$ points. Final score for Team A is 802. Team B has 900 Pound Points and 480 Wellness Points. $900 * .67 = 603$ points, and $480 * .33 = 158.4$ points. Final score for Team B score is 761.4, making Team A the winner).

In the event of a tie between Contestants, a panel of two (2) Philadelphia Magazine editors appointed from time to time by Sponsor shall select the Grand Prize Winner based on the following criteria: (i) Reason the entrant would like to be a Contestant in the Philadelphia Magazine Be Well Philly Office Fitness Challenge; (ii) Innovation of the written statement; (iii) such other relevant factors as the judges deem appropriate.

One (1) Team shall be named the Grand Prize Winner to be announced at an event to be held on or around November 17, 2011. Time and location TBD.

6. Prizing.

Each member of the Grand Prize Winner will receive a prize package with a value not to exceed \$2,500.00. The prize package may include a variety of items such as a gym membership, certificates for personal care services (i.e., teeth whitening, salon services), other products made available by participating sponsors.

Contestants selected in the First Round shall receive an eight (8) week membership to Sweat Fitness (from September 12, 2011 through November 7, 2011); the total value of the First Round Prize is approximately \$130.00.

Sponsor 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. Sponsor will determine all elements of prize in its sole discretion. Prize may not be assigned, transferred, changed or redeemed for cash, except at the sole discretion of Sponsor. 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 winners. The awarding of any prize is contingent upon full compliance with these Official Rules. Entrants agree to be bound by 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 with the next highest score based on the applicable judging criteria. Entrants understand that Sponsor is not liable for injuries, losses or damages of any kind arising from participation in this promotion and acceptance, possession and use of prize. 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.

7. Privacy/Publicity/Eligibility Releases:

By entering and providing the required entry information, entrants acknowledge that, unless he/she opts out, *Philadelphia* magazine and/or www.phillymag.com 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 *Philadelphia* magazine, www.phillymag.com or other companies it may carefully select. Use of information collected from online entrants is subject to *Philadelphia* magazine's and www.phillymag.com's privacy policies. IF YOU DO NOT WISH TO SHARE YOUR INFORMATION, PLEASE DO NOT ENTER THIS CONTEST

The winning team must be willing to be identified by name and town, be available for interviews, sign a publicity release authorizing publication and promotional use of their name, statement and photograph, sign a liability release, and sign an affidavit of eligibility. Entrant acknowledges that he/she will be responsible for payment of all taxes in connection with receipt of prize. Entrants agree that Sponsor shall have the right to combine any of the materials supplied by them pursuant to the contest, with such other material as Sponsor in its sole discretion, shall determine, and further agrees that they 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. Miscellaneous:

Sponsor is not responsible for, and shall not be liable for, any problems connected with the internet and email portion of the contest, including (a) technical failures of any kind, including, but not limited to, the malfunctioning of any cable, computer, network, satellite, server, system, telephone line, electronic or internet hardware or software, (b) any telephone, service provider, internet, website, or usenet inaccessibility or unavailability, (c) unauthorized human intervention in any part of the entry process or the contest, and (d) garbled or jumbled transmissions, or other electronic errors in the processing of entries or administration of the contest. Sponsor reserves the right, in its 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 rules of the contest. In the event of cancellation, Sponsor reserves the right to award the prize to eligible entries received prior to the date of cancellation. Sponsor reserves the right, in its sole discretion, to disqualify any person tampering with the entry process, the operation of the web-site or otherwise in violation of the rules.

Sponsor and its parents, affiliates, subsidiaries, and agents assume no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries. 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 *Philadelphia* magazine and www.phillymag.com and will not be returned. Entries made through the internet are deemed to be made by the authorized account holder of the email address at the time of entry.

Each Contestant selected hereby authorizes a Sweat Fitness trainer (or another comparable fitness trainer) and any person or entity designated by Sponsor to take his/her weight. Each Contestant selected further authorizes the individuals conducting such weight measurements to disclose to Sponsor and their representatives such weight measurements and authorize Sponsor to utilize such information in selecting the Grand Prize Winner for the Contest. Each Contestant agrees that the weight measurement made by any Sweat Fitness trainer (or another comparable fitness trainer) person or entity designated by the Sponsor shall be final and binding in the selection of the Grand Prize Winner.

9. Release:

By entering this contest, entrants release Sponsor and its 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, expenses, demands or liabilities arising out of or in connection with the photography thereof, or publication of photographs or text in *Philadelphia* magazine, www.phillymag.com, or elsewhere, use or misuse of the prize, or participation in any contest-related activity.

10. Dispute Resolution:

Except where prohibited, by participating in the contest, 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 *Philadelphia* magazine, www.phillymag.com, and its agents shall be governed by and construed exclusively in accordance with the laws of the State 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 contest, or awarding of the prizes, shall be filed only in the state or federal courts located in the State 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 contest, entrant 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 participant 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.

11. Official Rules:

Contest entrants agree to abide by these Official Rules and the decisions of *Philadelphia* magazine, www.phillymag.com and Sponsor, which decisions are final and binding on all matters pertaining to this contest.

I have read and fully understand the contest rules and regulations.

Participant's Name (printed)

Participant's Signature Date