

Get Hall & Oates in the Rock & Roll Hall of Fame Contest
SPONSORED BY PHILADELPHIA MAGAZINE
(“Contest”)

Official Contest Rules

By entering this Contest, the entrant (“Entrant”) agrees to be bound by these Official Rules and to accept as final all winners selected by *Philadelphia* magazine, www.phillymag.com and/or Metro Corp. (collectively, “Sponsor”).

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. Sponsor’s employees and their immediate family and household members 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. Entry may be submitted at any time during the Entry Period which shall begin at 12:00 PM EST on November 7, 2013 and end at 8:00 AM EST on November 11, 2013 (“Entry Period”). *Philadelphia* magazine’s administrator's server/computer is the official time keeping device for the Contest. Entrants must have a Twitter account. To get a Twitter account, go to <http://twitter.com> and create an account by following the instructions on the website. Creating an account is free.

To enter using Twitter, (1) follow @phillymag by searching for “@phillymag” and clicking on the icon, and then clicking the “Follow” button; and (2) submit a tweet why Hall & Oates should be in the Rock & Roll Hall of Fame. Tweet must include the hashtag #Hall4Hall

3. **Selection of Winner:** One (1) winner (“Winner”) will be selected from all eligible entries during the Entry Period by Sponsor’s employees appointed by Sponsor (“Judges”), based on the Judging Criteria set forth in Section 4. Winner will be notified that he/she has been selected as a potential winner at 9:00 AM EST on November 11, 2013 via a direct message from @phillymag to the potential winner’s Twitter account (used to enter the Contest). In order to receive a direct message, entrant must be following @phillymag and entrant’s account settings must be set to unprotected or public. The authorized account holder of the Twitter account used to enter will be deemed to be the Entrant.

In the event that a potential Winner's notification is returned as undeliverable, potential winner fails to respond to notification within five (5) days, and/or if Prize is unclaimed after the fourteenth day following the first attempted notification, at the Sponsors discretion, the Judges will select alternate winner based on the judging criteria until one (1) winner has been selected and duly qualified under these Official Contest Rules. Winner may be required to execute an affidavit of eligibility and liability/publicity release, which must be signed and returned to Sponsor so that it is received within 14 days of its delivery to winner, or an alternate winner, will be selected at random. Failure to comply will result in forfeiture of all rights to any prize.

4. **Judging Criteria:** The following judging criteria (“Judging Criteria”) will be used to evaluate the Entries: (a) Creativity/Originality of Entrant’s Post; (b) Viral Marketability; and (c) Overall Effectiveness. In the event of a tie, the Judges will re-apply the Judging Criteria to determine the winner.

5. **Prize:** One qualified winner will receive one (1) "Do What You Want, Be What You Are: The Music of Daryl Hall & John Oates" MP3 Box Set ("Prize"), the estimated value of which is \$39.99 (thirty nine dollars and 99/100).

Prize is subject to availability, blackout dates, and expiration dates. Sponsor reserves the right to substitute the Prize or portions thereof if Prize (or portions thereof) cannot be awarded as described. Sponsor 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 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 Winner. Sponsor is not liable for injuries, losses, or damages of any kind arising from participation in this Contest and use of the Prize. The awarding of any Prize is contingent on full compliance with these Official Rules. If a Winner is found to have violated the Official Rules or otherwise does not meet eligibility criteria, that Winner will forfeit his/her Prize and the Prize may be awarded to an alternate winner.

Sponsor is not responsible for any typographical or other errors in the printing of the offer, administration of the contest, or in the announcement of the Prize. Winner is responsible for all taxes, gratuities, and fees associated with prize receipt and/or use. Any portion of the Prize not used will be forfeited.

6. **Conditions of Entry:**

- A. 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 Contest.
- 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 Contest for editorial, public relations, promotional, and advertising purposes without compensation to the Winner.
- C. Sponsor 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 Contest, Sponsor, or Sponsor's advertisers, clients or customers to controversy, negative publicity, scorn, and/or ridicule.
- D. Sponsor assumes no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries.
- E. Sponsor is 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. Sponsor reserves 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, 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 website or otherwise in violation of the rules.

7. Privacy/Publicity Releases:

By entering and providing the required entry information, Entrants acknowledge that the Sponsor may send Entrants information, samples, special offers, or other complementary goods offered by the Sponsor or other companies the Sponsor 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 Sponsor has the right to combine any of the materials supplied by Entrants pursuant to the Contest with such other material as Sponsor in its 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.

8. Liability 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, 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 Contest 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 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 Sponsor and its 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 Contest, 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 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 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.