

**Concert Tickets Sweepstakes**  
**SPONSORED BY PHILADELPHIA MAGAZINE**  
**("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 TO ENTER OR WIN. A purchase will not improve chances of winning. Open to persons twenty-one (21) years of age or older who are residents of Pennsylvania, New Jersey, or Delaware. Employees, immediate family and household members of employees of *Philadelphia* magazine, [www.phillymag.com](http://www.phillymag.com) and Metro Corp. (publisher of *Philadelphia* magazine and [www.phillymag.com](http://www.phillymag.com)), (collectively, "Sponsor") are NOT eligible to enter. All federal, state, and local laws and regulations apply. VOID WHERE PROHIBITED.
- 2. How to Enter:** Entry into the "Concert Ticket Sweepstakes" can be accomplished by providing your email address and name online at <http://www.phillymag.com/g-philly/2014/04/17/win-cher-concert-tickets/> between 11:00 AM Eastern Standard Time (EST) on April 18, 2014 and 4:00 PM EST on April 23, 2014 ("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. Limit one entry per person per day. Duplicate entries will be voided. Entry will not be returned or acknowledged.
- 3. Selection of Winner:** One Winning Entrant ("Winner") will be selected each day, during the Promotion Period, at 4:00 PM Eastern Standard Time (EST) by random drawing. Odds of winning depend on total number of qualified entries received. Winner will be notified by email on each of the following days at/around 4:30 PM Eastern Standard Time (EST).

**April 18, 2014**

**April 21, 2014**

**April 22, 2014**

**April 23, 2014**

An alternate winner will be selected at random if a potential winner fails to respond to Sponsor within two (2) days of notification, if notification is returned as undeliverable, or if Winner fails to submit an affidavit of eligibility and liability/publicity release as required in Section 5.E. If Sponsor is unable to notify either Winner or an alternate winner as set forth herein, Sponsor may, at its sole discretion, choose to end the Sweepstakes with no winner.

- 4. Prize:** Four (4) qualified winners will each receive two (2) Club Box tickets to see Cher in concert at the Wells Fargo Center, on Monday, April 28, 2014 at 7:30 PM EST (the "Prize"), the estimated total value of which is \$348 (three hundred forty eight dollars and 00/100). The two (2) tickets will be mailed directly to the winner using the mailing address Winner provides to Sponsor prior to the concert on April 28, 2014 at the Wells Fargo Center. The Wells Fargo Center is located at 3601 S. Broad St., Philadelphia, PA 19148

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 Sweepstakes 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 Sweepstakes, 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.

#### **5. Conditions of Entry:**

- A. Entrants agree to abide by these Official Rules and the Sponsor's decisions, which are final and binding on all matters pertaining to this Sweepstakes.
- B. Except where prohibited by law, entry constitutes permission to use Winner's, name, hometown, voice, likeness, photograph, and any statements regarding the Sweepstakes for editorial, public relations, promotional, and advertising purposes, without compensation.
- C. Sponsor reserves the right, in its sole discretion, to verify any element of any information submitted by Entrant and to disqualify any Entrant whose participation may subject the Sweepstakes, Sponsor, or Sponsor's advertisers, clients, or customers to controversy, negative publicity, scorn, or ridicule.
- D. Sponsor and its parents, affiliates, subsidiaries, and agents assume no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries. Conduct that impedes the integrity of the Sweepstakes is prohibited. Entries and the information contained therein become the property of the Sponsor and will not be returned.
- E. Winner must sign an affidavit of eligibility and liability/publicity release, which must be signed and returned to *Philadelphia* magazine so that these documents are received within four (4) days of their delivery to the Entrant. Failure to comply will result in forfeiture of all rights to any prize.

#### **6. 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.

Entrants agree that Sponsor has the right to combine any of the materials supplied by Entrants pursuant to the Sweepstakes 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.

**7. Liability Release:**

By entering this Sweepstakes, Entrants release Sponsor and its 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 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 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.