

Food or Beverage-Inspired Photo 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"). All decisions of Sponsor are final and binding on all matters pertaining to this Contest.

1. **Eligibility:** NO PURCHASE NECESSARY. Open to persons twenty-one (21) years of age or older who are residents of Pennsylvania, 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 Contest Entry Period which shall begin at 4:00 PM Eastern Standard Time (EST) on August 6, 2014 and end at 4:00 PM Eastern Standard Time (EST) on August 11, 2014 ("Contest Entry Period") Sponsor's administrator's server/computer is the official time keeping device for the Contest.

Beginning on the Contest Start Date, individuals may visit <http://phillymag.com/cookingupcouture> and follow the instructions to participate in the Contest. To enter, (1) **take a photograph** of your own food or beverage-inspired apparel, accessory or tattoo; (2) **upload your photo** online; and (3) **complete an online entry form** by submitting your name and email address ("Entry").

Entries made through the internet are deemed to be made by the authorized account holder of the email address at the time of entry. Entry may be submitted at any time during the Contest Entry Period. Entry will not be acknowledged or returned. Limit one Entry per person. Sponsor will not verify receipt of entries. Duplicate and automatic entries are prohibited. Joint entries are not acceptable.

3. **Selection of Winner:** One (1) winner ("Winner") will be selected from all eligible entries during the Contest 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 by 4:30 PM Eastern Standard Time (EST) on August 11, 2014 via email (used to enter the Contest).

In the event that a potential Winner's notification is returned as undeliverable, potential winner fails to respond to Sponsor's initial notification before 12:00 PM Eastern Standard Time (EST) on August 15, 2014, if Prize is unclaimed after the fourteenth (14th) day following the first (1st) attempted notification, or if potential Winner fails to submit an Affidavit of Eligibility and Liability/Publicity Release as required in Section 6.H., at the Sponsor's 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. Failure to comply will result in forfeiture of all rights to any prize.

4. **Judging Criteria:** Judges' decisions will be based equally on the following judging criteria ("Judging Criteria:

- (A.) Incorporation of Theme: How well is the Food or Beverage Theme incorporated into the apparel, accessory or tattoo;
- (B.) Level of humor found in the food or beverage inspired apparel, accessory or tattoo;
- (C.) Overall Impression; and
- (D.) Visual Appeal.

In the event of a tie, the Judges will re-apply the Judging Criteria to determine the winner.

5. **Prize:** One (1) qualified winner will receive two (2) general admission tickets to the Cooking Up Couture Event to be held on August 22, 2014 at 1750 N. Front Street in Philadelphia, Pennsylvania from 7:00 – 10:00 PM Eastern Standard Time(EST) (the “Prize”), the estimated total value of which is \$150.00 (one hundred and fifty dollars and 00/100).

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. Contest 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.

F. Entrants may only submit an original photograph. By entering the Contest, each Entrant represents and warrants that his/her photograph and Entry (1) is original and does not contain any work that was created or is owned by any third party; (2) does not contain material that violates or infringes on another's rights (including rights of privacy, publicity, or intellectual property rights); (3) does not disparage Sponsor or any other individual or entity; (4) does not contain inappropriate, indecent, obscene, hateful, tortious, defamatory, or otherwise unlawful material. Entrant acknowledges that the entrant has sufficient permission of all recognizable persons appearing in the photograph (if any) to be able to grant Sponsor the right to publish the photograph submission online, in print, and in any other media. The photograph shall not contain any watermarks, time/date stamps, decorative borders or other types of text overlays.

G. By entering the Contest, entrant permits the Entry to be posted, displayed, published and otherwise used on *Philadelphia* magazine Web-Sites ("Web-Sites") and/or in *Philadelphia* magazine publications ("Publications"), including without limitation, for display of winning entries, promotion of the contest or reporting of the contest.

H. Winner must sign an affidavit of eligibility and release form, and return these documents to *Philadelphia* magazine so that *Philadelphia* magazine receives them no later than 4:00 PM Eastern Standard Time (EST) on August 19, 2014. Failure to comply will result in the forfeiture of all rights to any prize. Failure to comply will result in forfeiture of all rights to any prize, and an alternate Winner will be selected.

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.