

DRIVING YOUR DREAMS SWEEPSTAKES

Sponsored by *Philadelphia* magazine and Delaware Valley Honda Dealers

("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. A purchase will not improve chances of winning. Open to residents of the states of Pennsylvania, New Jersey, and Delaware who are twenty-one (21) years of age or older. Employees and immediate family and household members of employees of *Philadelphia* magazine, www.phillymag.com and Metro Corp. (publisher of *Philadelphia* magazine) and Delaware Valley Honda Dealers (collectively, "Sponsors") 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. Enter the "Driving Your Dreams Sweepstakes" by visiting www.phillymag.com/delvalhonda and submitting the required information. Limit one (1) entry per person. Duplicate entries will be voided. All entries must be received between 5:00 PM Eastern Standard Time (EST) on December 22, 2015 and 11:59 PM Eastern Standard Time (EST) on February 21, 2016 (the "Promotion Period"). Entry will not be returned or acknowledged. Entries made through the internet are deemed to be made by the authorized account holder of the email address at the time of entry. Entrants must fully complete and submit all required data online to be eligible; incomplete entries are null and void. Sponsor's computer is the official time keeping device for this Sweepstakes. Entries generated by a robotic, programmed, script, macro or other automated means are prohibited and will be disqualified; any use of automated methods of entry may result in disqualification.

3. Selection of Winner and Odds of Winning: Three qualified entrants (collectively "Winners", individually "Winner") will be selected by random drawing held no later than February 29, 2016. Odds of winning depend on total number of qualified entries received during the Promotion Period. Winner will be notified by email on February 29, 2016. An alternate winner will be selected at random if notification is returned as undeliverable, potential winner fails to respond to notification on or before March 7, 2016, Winner fails to return Affidavit and Release Form to *Philadelphia* magazine as set forth in Section 5.F., or if the Prize is unclaimed after the fourteenth (14th) day following the first attempted notification. If Sponsors are unable to notify either a winner or an alternate winner as set forth herein, then Sponsors, at their sole discretion, may choose to end the Sweepstakes with no winner.

4. Prize: Three qualified Winners will receive one of the following prizes (collectively, "Prizes" and individually, "Prize"). The prizes will be distributed as follows:

- A. One (1) Winner will receive the Grand Prize Package (the "Prize"). The estimated total value of the Prize is \$1,302 (one thousand three hundred and two dollars and 00/100) and will include the following:
 - i. Four (4) Camelback Snowtubing Tickets: Prize is subject to restrictions, blackout dates, and expiration dates. Winner and all participants must complete the Snowtubing Release Form attached as Exhibit A. Minimum Height Requirements: Double Tube Only with Parent: 33" to 43", Single/Double Tubes: 44" and up. Children under the age of 14 must be accompanied at all times by an adult with valid tubing ticket. Additional terms and conditions apply - (valued at \$140);
 - ii. Four (4) Splash Lagoon Tickets. Blackout dates and restrictions apply - (valued at \$184);

- iii. Four (4) Camelback Mountain Lift Tickets: Tickets are valid for one open-close ticket any day of the 2015 and 2016 seasons. Tickets are not valid after the 2015 and 2016 seasons. Tickets must be redeemed in person. Prize is subject to restrictions, blackout dates, and expiration dates. Additional terms and conditions apply – *(valued at \$268)*;
 - iv. Four (4) General Admission Passes to the Franklin Institute – *(valued at \$80)*;
 - v. One (1) \$30 La Colombe Coffee Gift Card with one (1) bag of La Colombe coffee – *(valued at \$80)*;
 - vi. One (1) \$200 RIM Café Gift Card – *(valued at \$200)*;
 - vii. One (1) \$100 Pub & Kitchen Gift Card – *(valued at \$100)*;
 - viii. One (1) \$200 Camelback Mountain Gift Card – *(valued at \$200)*; and
 - ix. One (1) \$50 STARR Restaurants Gift Card – *(valued at \$50)*.
- B.** One (1) Winner will receive two (2) suite level tickets to a Philadelphia Flyers home game in March 2016 at the Wells Fargo Center in Philadelphia, Pennsylvania (the “Prize”). The estimated total value of the Prize is \$370 (three hundred seventy dollars and 00/100).
- C.** One (1) Winner receive two (2) suite level tickets to a Philadelphia 76ers home game in March 2016 at the Wells Fargo Center in Philadelphia, Pennsylvania (the “Prize”). The estimated total value of the Prize is \$300 (three hundred dollars and 00/100).

Prize is subject to availability, blackout dates, and expiration dates. Sponsors reserve the right to substitute the Prize, including travel dates and destination, or portions thereof if Prize cannot be awarded as described. Sponsors will determine all elements of Prize in their sole discretion. Winner shall comply with all third party terms and conditions related to the redemption and use of the Prize, including all terms and conditions set forth by Sponsors. 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.

Travel is based on travel restrictions and blackout dates. If Winner is unavailable for travel on the designated date(s), the Winner will be disqualified and Sponsors reserve the right to select another winner in their sole discretion and if time permits. Minors must be accompanied at all times (including all prize-related events) during trip by minor’s parent or legal guardian. Winner and guest(s) are responsible for all necessary prize-related travel authorizations and for any prize-related travel insurance. Actual value may vary based on date of travel and time of travel. Winner will not receive the difference between actual and approximate retail value. Meals and beverages, incidentals, gratuities, phone calls, luggage fees, travel insurance, travel authorizations, seating upgrades, airport and/or travel taxes, and any and all other expenses not specifically mentioned herein are the sole responsibility of the Winner.

Sponsors disclaim all and any liability for the actual provision, quality, or nature of any third party product or service accepted by the Winner. Sponsors are not liable for injuries, losses, or damages of any kind arising from participation in this promotion and acceptance, possession and use of Prize.

The awarding of any Prize is contingent on full compliance with these Official Rules. If a Winner fails to provide proof of identity, fails to return the required Affidavit and Release, 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.

Sponsors are 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. Sweepstakes entrants agree to abide by these Official Rules and the decisions of the Sponsors, which are final and binding on all matters pertaining to this Sweepstakes.
- 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 Sweepstakes for editorial, public relations, promotional, and advertising purposes without compensation to the Winner.
- C. Sponsors reserve the right, in their 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 Sweepstakes, Sponsors, or Sponsors' advertisers, clients or customers to controversy, negative publicity, scorn, and/or ridicule.
- D. Sponsors assume no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries.
- E. Sponsors are not responsible for, and will not be liable for, any problems connected with the Internet portion of the Sweepstakes, 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 Sweepstakes; (iv) typographical or other errors in the offer or administration of the Sweepstakes, 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 Sweepstakes. Sponsors reserve the right, in their sole discretion, to suspend or cancel the Sweepstakes 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, Sponsors reserve the right to award the prize to eligible entries received prior to the date of cancellation. Sponsors reserve the right, in their sole discretion, to disqualify any person tampering with the entry process, the operation of the website or otherwise in violation of the rules.
- F. 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 fourteen (14) days after their delivery to Winner. Failure to comply will result in the forfeiture of all rights to any prize.

6. Privacy/Publicity/Eligibility Releases: By entering and providing the required entry information, Entrants acknowledge that the Sponsors may send Entrants information, samples, special offers, or other complementary goods offered by the Sponsors or other companies the Sponsors may carefully select. ENTRANT MAY OPT-OUT OF RECEIVING ANY SUCH INFORMATION, SAMPLES, OR OTHER SPECIAL OFFERS FROM SPONSORS AT ANY TIME. OPTING-OUT WILL NOT AFFECT ENTRANT'S ODDS OF WINNING.

Entrants agree that Sponsors have the right to combine any of the materials supplied by Entrants pursuant to the Sweepstakes with such other material as Sponsors in their 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. Release: By entering this sweepstakes, Entrants release Sponsors and their 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 Sponsors and their 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.

9. Winner's Name: For the name of Winners, send a self-addressed stamped envelope to: Philadelphia Magazine ATTN: DRIVING YOUR DREAMS PROMOTION, 1818 Market Street, Philadelphia, PA 19103. Requests for Winner names must be received no later than 60 days from the Winner selection date described in paragraph 3.

Exhibit A



CAMELBACK RESORT
SNOWTUBING ACKNOWLEDGMENT OF RISKS
THIS IS A CONTRACT – READ IT
2015- 2016 WINTER SEASON

Name:

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN SNOWTUBING AT CAMELBACK RESORT, I AGREE THAT I WILL NOT SUE CAMELBACK RESORT, ITS OPERATING DIVISIONS, OWNERS AND OPERATORS, AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS "CAMELBACK") AND WILL RELEASE CAMELBACK FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE CAMELBACK FACILITIES OR WHILE PRESENT ON CAMELBACK PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS CAMELBACK FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF, TO ANY MEMBER OF MY FAMILY OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTESTED THAT ANY SUCH INJURY WAS CAUSED BY THE NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK.

Notwithstanding the foregoing, if I sue Camelback, I agree that I will only sue it, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Monroe County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Camelback and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

ACKNOWLEDGEMENT OF RISKS

I understand and acknowledge that snowtubing, including the use of lifts, is a dangerous, risk sport and that there are inherent and other risks associated with the sport and that all of these risks can cause serious and even fatal injuries. I understand that part of the thrill, excitement and risk of snowtubing is that the snowtubes often all end up in a runout area and counter slope at various times and speeds and that it is my responsibility to try to avoid hitting another snowtuber and it is my responsibility to try to avoid being hit by another snowtuber, but that, notwithstanding these efforts by myself and other snowtubers, there is a risk of collisions.

I acknowledge and understand that some, but not necessarily all, of the risks of snowtubing include the following:

- Variations in the steepness and configuration of the snowtubing chutes, runout area, and counter slope, and the surface upon which snowtubing is conducted, which can vary from wet, slushy conditions to hard packed, icy conditions and everything in between, and the fact that at times I will be walking on such surfaces;
- fences and/or barriers at or along portions of the snowtubing area, the absence of such fences and/or barriers and the inability of fences and/or barriers to prevent or reduce injury;
- changes in the speed at which snowtubes travel depending on surface conditions, the weight of snowtubers the inter-linking of snowtubes together to go down the snowtube runs, and the presence of deceleration material or other objects;
- the chance that a patron can fall out, be thrown out or otherwise leave the snowtube;
- the chance that a snowtube can leave the run, regardless of whether or not there are barriers on the sides of the run, and the chance that a snowtube can go up and over the counter slope;
- the chance that a snowtube can go up the counter slope and then slide back into the general runout area;
- collisions in the runout area or counter slope and other locations of the snowtubing facility, between snowtubes, between a snowtube and another patron, between a snowtube and a snowtubing facility attendant, collisions with objects, obstacles or structures located within or outside of the snowtubing facility, and other sorts of collisions; and
- the use of the snowtubing lift or tow, including falling out of a tube, coasting backwards, becoming entangled with equipment and other risks, including slip and falls in and around the snowtubing facility and it's parking areas.

I also acknowledge and understand that I am accepting AS IS the snowtube and any other equipment involved with the snowtubing activity, including lifts and tows, and further acknowledge and understand that NO WARRANTIES are being extended to me with respect to any aspect of the snowtubing facility. I agree and understand that snowtubing is a purely voluntary recreation activity and that if I am not willing to acknowledge the risks and agree not to sue, I should not go snowtubing.

I have read and understood the foregoing AGREEMENT NOT TO SUE and ACKNOWLEDGMENT OF RISKS and I am voluntarily signing below, intending to be legally bound hereby. If I am signing on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue.

If the undersigned is under eighteen (18) years of age, this release must be executed by a parent/guardian/ accompanying adult.

*Executed the _____ day of _____, 20____. Intending to be legally bound hereby.

* X _____
 (Signature of Patron)

* X _____
 (Signature of parent/guardian/accompanying adult)

* X _____
 (Print full name and relationship to Minor)

Required information for Patron: *

First Name: *		Last Name: *	
City: *		State: *	Age: *