

PHILADELPHIA MAGAZINE'S BEST TEACHER AWARD CONTEST
SPONSORED BY PHILADELPHIA MAGAZINE AND SUBARU OF AMERICA

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. The sponsors of *Philadelphia* magazine's Best Teacher Award Contest ("Contest") are Metro Corp., www.phillymag.com, *Philadelphia* Magazine (collectively, "*Philadelphia* magazine") and Subaru of America (collectively, *Philadelphia* magazine and Subaru of America are the "Sponsors").

The Contest begins on or about 10:00 am Eastern Standard Time (EST) on April 24, 2017 and ends at 11:59 pm EST on June 20, 2017 ("Contest Period"). During the entire Contest Period, Sponsor's administrator's server/computer is the official time keeping device for the Contest.

1. Eligibility: To be eligible, an Entrant must: (i) be twenty-one (21) years of age or older, (ii) teach in a grade kindergarten through eighth grade, and (iii) reside and teach in either Pennsylvania or New Jersey. Employees, immediate family, and household members of employees of *Philadelphia* magazine, Subaru of America, and their affiliates are not eligible to enter. All federal, state, and local laws and regulations apply. VOID WHERE PROHIBITED.

2. How to Enter: Eligible Entrants may nominate themselves or someone else (either designated a "Nominee") in the Contest by visiting <https://www.phillymag.com/bestteacher> to complete an online entry form ("Entry"). Entry may be submitted at any time during the Nomination Period which shall begin at 10:00 am EST on April 24, 2017 and end at 11:59 pm EST on May 14, 2017 ("Nomination Period"). Entry will not be returned or acknowledged.

3. Finalist, Group Winner, and Grand Prize Winner Selection:

- A. **Finalist Selection:** No later than 12:00 pm EST on May 19, 2017, five (5) finalists ("Finalists") will be selected from all eligible Nominees received during the Nomination Period by *Philadelphia* magazine employees, appointed by *Philadelphia* magazine ("Judges"), based on the Judging Criteria described in 4.A.

Each Finalist will be notified that he/she has been selected by email no later than May 19, 2017. Upon notification, and before May 20, 2017, each Finalist shall designate a school or school district, as applicable and allowable under the law of the state in which it teaches and resides ("School/District Designee") which will be eligible to receive a Finalist Prize and Grand Prize. In the event that a Finalist notification is returned as undeliverable, a Finalist cannot be reached, a Finalist fails to respond to *Philadelphia* magazine's initial notification on or before May 20, 2017, a Finalist does not submit its qualified School/District Designee by May 20, 2017, or a Finalist fails to submit to *Philadelphia* magazine a signed and notarized Affidavit of Eligibility and Liability/Publicity Release and completed Interview Form on or before 12:00 pm EST on May 26, 2017, then at the Sponsors' discretion, the Judges will select an alternate Finalist based on the Judging Criteria until five (5) Finalists have been selected and duly qualified under these Official Rules.

- B. **Grand Prize Winner Selection:** Between June 7, 2017 and June 20, 2017, members of the public will have the opportunity to vote for their favorite Finalist by visiting <http://www.phillymag.com/bestteacher>, basing their votes on the Judging Criteria described in section 4.B. The Finalist receiving the most votes in the Grand Prize Voting Period will be selected as the Grand Prize Winner. Members of the public may vote no more than one (1) time per day.

The Grand Prize Winner will be notified by phone and/or email on June 21, 2017. In the event that a Grand Prize Winner notification is undeliverable, a Grand Prize Winner cannot be reached, a Grand Prize Winner has not submit its qualified School/District Designee to *Philadelphia* magazine by May 20, 2017, or a Grand Prize Winner has not submitted to *Philadelphia* magazine the required signed and notarized Affidavit of Eligibility and Liability/Publicity Release and completed Interview Form on or before 12:00 pm EST on May 26, 2017, then the Finalist receiving the next highest vote total of the remaining Finalists will be selected as the Grand Prize Winner

until one (1) Grand Prize Winner has been selected and duly qualified under these Official Rules. In the event of a tie, Judges will cast a deciding vote based on the Judging Criteria in section 4.B.

4. Judging Criteria:

The following judging criteria (“Judging Criteria”) will be used evaluate the Nominees in the Finalist and Grand Prize Winner selections, respectively:

A. Finalist Selection:

- (i) Degree and nature of nominee’s commitment to his/her students, school and community;
- (ii) The creativity in teaching style and methods used by the nominee to help uncover and nourish each child’s strength and talents.

B. Grand Prize Winner Selection:

- (i) Degree and nature of nominee’s commitment to his/her students, school and community;
- (ii) The creativity in teaching style and methods used by the nominee to help uncover and nourish each child’s strength and talents.

5. Prizes:

Prizes for the qualified Grand Prize Winner and for qualified Finalists will be distributed as follows:

- A. One (1) Grand Prize Winner’s School/District Designee will receive a donation in a total amount of Five Thousand and 00/100 (\$5,000.00) Dollars from Subaru of America.
- B. Each of the five (5) Finalists’ School/District Designees will receive a donation of books totaling in value One Thousand Two Hundred and 00/100 (\$1,200.00) Dollars from Subaru of America. The Grand Prize Winner is also eligible for the Finalist prize.

The total estimated total value of contest prizes is Eleven Thousand and 00/100 (\$11,000.00) Dollars. Sponsors reserve the right to substitute a prize or portions thereof of equal or greater value if prize (or portions thereof) cannot be awarded as described. Sponsors will determine all elements of prize in their sole discretion. Details of the prize may change, based on availability. Prize may not be assigned, transferred, changed, or redeemed for cash.

Prizes are awarded “as is” with no warranty or guarantee express or implied and subject to any gift voucher expiration dates. Sponsors disclaim 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 the Official Rules and agree that if any winner fails to provide proof of identity, refuses to provide required information or documents, is found to have violated the Official Rules, or otherwise does not meet eligibility criteria to receive a prize, the prize will be forfeited and awarded to an alternate winner.

Entrants understand that 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. Sponsors are 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. All taxes on Prize and all tips are the winner’s responsibility. Any portion of the Prize not used will be forfeited.

6. Conditions of Entry:

- A. Entrants and Nominees agree to abide by these Official Rules and the decisions of Sponsors, which are final and binding on all matters pertaining to this Contest.

- B. Description of Nominee's qualification as the Best Teacher contained in the Entry ("Description") must be an original work created by the Entrant, or a work 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 Description and that the Description 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).
- C. The Description must not contain any watermarks, time/date stamps, decorative borders or other types of text overlays.
- D. Each Finalist must submit (i) a signed Affidavit of Eligibility and Liability/Publicity Release and (ii) a completed Interview Form to *Philadelphia* magazine no later than 12:00 pm EST on May 26, 2017. Each Affidavit must be signed by a person with legal authority to bind the Finalist. Failure to comply will result in forfeiture of all rights to any prize, and an alternate Finalist will be selected. Finalist must also make him/herself available for a photoshoot, phone and/or video interview by Sponsors or Sponsors' affiliated entities and must agree to be featured in the August 2017 issue of *Philadelphia* magazine in connection with *Philadelphia* magazine's Best Teacher Award Contest.
- E. Grand Prize Winner must also make him/herself available for a photoshoot, phone and/or video interview by Sponsors or Sponsors' affiliated entities and must agree to be featured in the August 2017 issue of *Philadelphia* magazine in connection with *Philadelphia* magazine's Best Teacher Award Contest.
- F. By entering the Contest, Entrant permits the Description and Entry to be posted, displayed, published, and otherwise used on Sponsors Websites ("Websites") and/or in Sponsors publications ("Publications"), including without limitation, for display of winning entries, promotion of the Contest, or reporting on the Contest.
- G. Except where prohibited by law, entry constitutes permission to use the Entrant's Entry, Entrant's and Nominee's name, hometown, photograph, and any statements regarding the Contest for editorial, public relations, promotional, and advertising purposes without compensation.
- H. Sponsors reserve the right, in their sole discretion, to reject, disqualify, modify, edit, and revise any Entry. Sponsors reserve the right, in their sole discretion, to verify any element of any Entry or related materials and to disqualify any Entrant or Nominee whose participation may subject the Contest, Sponsors, or Sponsors' advertisers, clients, or customers to controversy, negative publicity, scorn, and/or ridicule.
- I. Sponsors are 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. Sponsors reserve 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, 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.
- J. Sponsors and their parents, affiliates, subsidiaries, and agents assume no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries. No computer-generated entries will be accepted. 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 Sponsors. Entries made through the internet are deemed to be made by the authorized account holder of the email address at the time of entry.

7. Privacy/Publicity Releases:

By entering and providing the required information, Entrants acknowledge that the Sponsors 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 Sponsors and/or information and special offers of other companies it may carefully select. YOU MAY OPT-OUT OF RECEIVING ANY SUCH INFORMATION, SAMPLES, OR OTHER SPECIAL OFFERS FROM SPONSORS AT ANY TIME. OPTING-OUT WILL NOT AFFECT YOUR NOMINEE'S ODDS OF WINNING.

Entrant agrees that Sponsors have the right to combine the Entry and any of the materials supplied by entrant pursuant to the Contest with such other material as Sponsors in their sole discretion determine, and further agrees that it 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. Other Releases:

By entering this Contest, Entrant releases Sponsors and Sponsors' respective 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 in this Contest (including without limitation infringements of copyright or any other intellectual property right) 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 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 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, or multiplied damages and any other damages, other than for actual out-of-pocket expenses.