

## #PHILLYTREETREK PHOTO CONTEST RULES, TERMS AND CONDITIONS

### 1. Eligibility

No purchase necessary. This TreePhilly #PhillyTreeTrek Contest (the "Contest") is open to legal residents of Philadelphia, PA (and *excludes Puerto Rico, non-state U.S. territories, commonwealths and possessions, and any other jurisdiction in which this Sweepstakes is prohibited, requires registration, requires bonding or is in any other way restricted by law*) who are at least eighteen (18) years old at the time of entry. You shall provide proof of age upon request by providing Sponsor with a copy of your valid state-issued driver's license or other form of state-issued identification. Employees of TreePhilly, Philadelphia Parks & Recreation and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations. The Contest is void where prohibited by law.

### 2. Sponsor

The Contest is sponsored by TreePhilly, a program of Philadelphia Parks & Recreation, located at One Parkway Building, 10th Floor, 1515 Arch Street Philadelphia, PA 19102 (the "Sponsor").

### 3. Agreement to Rules, Terms and Conditions

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Rules, Terms and Conditions and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Rules, Terms and Conditions and fulfilling all other requirements set forth herein. Sponsor may modify or amend these rules by posting substitute rules through a link available at <http://treephilly.org/get-involved/phillytreetrek/>

### 4. Contest Period

The Contest begins on March 11, 2016 at 11 a.m. EST and ends on April 10, 2016 at 11:59 p.m. EST (the Contest Period). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest. Use of any automated system to submit entries is prohibited and will result in disqualification.

### 5. How to Enter

In order to qualify for the Contest, entrants must take a photo of their yard or post a comment about their yard, and post it on their own Instagram, Vine or Twitter account using the hashtag #PhillyTreeTrek. Alternatively, entrants may visit <http://treephilly.org/get-involved/phillytreetrek/> and post their entry via the "Add A Post" button. Entrants must have their Instagram, Twitter or Vine accounts set to "Public" in order to enter. Sponsor will not accept any submissions via mail, e-mail or telephone. This method of entry will be available for the entire Contest Period. Incomplete entries or entries in excess of the stated limitation will be void. Any entries deemed profane or in any way inappropriate at the sole discretion of Sponsor will be removed from the page and deemed ineligible. The name of the "authorized account holder" associated with any given Instagram, Twitter or Vine account and e-mail address will be deemed to be the entrant and must comply with these Rules. The authorized account holder is defined as the natural person who is assigned Instagram, Twitter or Vine account by Instagram, Twitter or Vine and a corresponding e-mail address by an Internet access provider, an online service provider, or another organization that is responsible for assigning e-mail addresses. All entries become the property of Sponsor and will not be acknowledged or returned.

## **6. Prizes**

One grand prize winner will receive one of the following prize (the "Grand Prize") at the discretion of the Sponsor:

- Appearance of Philadelphia Eagle Connor Barwin at their home to plant a free Sweetbay Magnolia tree

Prize is not transferable, assigned, redeemed for cash or substituted except at the sole discretion of Sponsor. Prizes are awarded "as is" with no warranty/guarantee. Winner will be responsible for coordinating with Sponsor for the planting. Planting date will be at the sole discretion of the Sponsor. Determination of acceptability of yard site at sole discretion of Sponsor.

## **7. Prize Award**

On or about April 15, 2016, the Sponsor will select a potential winner for each package at their sole discretion from among all eligible entries received. The odds of being selected depend on the number of entries received.

## **8. Winner Notification**

The Sponsor will send notice to the potential winner on or about April 15, 2016 (the "Notice") by contacting them through Sponsor's (TreePhilly) Instagram or Twitter account. The potential winner must follow the instructions contained in the Notice in order to validly claim the Prize. If the potential winner does not respond by reply e-mail within two (2) days after the date of the Notice or is otherwise determined by Sponsor to be ineligible to win a Prize, the Sponsor may select an alternate potential winner in his/her place from the remaining non-winning, eligible entries. The winner is solely responsible for all federal, state and local taxes and other fees associated with the receipt of the Prize. The potential winner must continue to comply with all terms and conditions of these Rules, Terms and Conditions and the award of the Prize is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner from among all remaining eligible entries. It is the sole responsibility of the entrant to notify Sponsor if his/her contact information changes.

## **9. General Conditions**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Rules, Terms and Conditions or (b) terminate the Contest and, in the event of termination, award the prize from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Rules, Terms and Conditions or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorneys' fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Rules, Terms and Conditions shall not constitute a waiver of that provision. Sponsor reserves the right to cancel or modify the Contest if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the Prize from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Rules, Terms and Conditions. Sponsor's failure to enforce any term of these Rules, Terms and Conditions shall not constitute a waiver of this provision.

## **10. Release and Limitations of Liability**

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the Prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) or text messages; (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, or text messages or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorneys' fees. Released Parties also are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Except for where otherwise provided by law, Sponsor excludes all warranties of any kind, whether express or implied. No representations or warranties of any kind are made (and are hereby expressly disclaimed) with respect to the Contest.

## **11. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Philadelphia, PA. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, Terms and Conditions entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Pennsylvania, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Philadelphia, PA.

## **12. Privacy**

Information collected from entrants is subject to Philadelphia Parks & Recreation privacy policy set forth at <http://www.phila.gov/privacy/index.html>

## **13. Sponsor Ownership of Entries**

Entries, along with all copyright, trademark and other proprietary rights associated therewith, become the property of the Sponsor upon submission, and entries will not be returned to any entrant. Without limiting the generality of the foregoing, you acknowledge that the Sponsor will own all rights to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit the entries in any manner or medium now existing or hereafter developed, without separate compensation to you or any other person or entity. Sponsor's use of the entry may include, but shall not be limited to, use on the "Sponsors" or their Partner's social media channels.

## **14. Winner Information**

After the winner of the prize has been selected, the winner's name will be made publicly available by the Sponsor, such as through Internet websites, newspaper advertisements, and other methods of distribution, and used for promotional or marketing purposes.

## **15. Use of Winner's Name, Likeness, etc.**

Except where prohibited by law, entry into the Contest constitutes permission to use winner's name, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, the winner may be required to execute and deliver to Sponsor a consent to the use of his/her name, address, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation.

**16. Affidavit & Release**

As a condition of being awarded the Prize, the winner may be required to execute and deliver to Sponsor a signed affidavit of eligibility and acceptance of these Rules, Terms and Conditions and release of liability.

**17. Disclaimer**

This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram, Twitter, Vine or Tint. By participating, you hereby release and hold harmless Instagram, Twitter, Vine or Tint from any and all liability associated with this promotion.

**18. Prize List**

You may obtain a list of the winners and/or a copy of these Rules, Terms and Conditions through the United States mail by sending a self-addressed, business sized stamped envelope to:

#PhillyTreeTrek Contest – Rules  
Philadelphia Parks & Recreation / TreePhilly  
One Parkway Building  
10th Floor  
1515 Arch Street  
Philadelphia, PA 19102

Requests for the winner list must be received before April 30, 2016.