

CELEBRITREE MAYOR JIM KENNEY PROMOTION RULES, TERMS AND CONDITIONS

1. Eligibility

No purchase necessary. This TreePhilly CelebriTree Mayor Jim Kenney (the "Promotion") is open to legal residents of the United States (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, 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 Promotion is subject to federal, state, and local laws and regulations. The Promotion is void where prohibited by law.

2. Sponsor

The Promotion is sponsored by TreePhilly, based out 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 Promotion 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://www.TBD>

4. Promotion Period

The Promotion begins Friday, March 17, 2017, 5 PM EST and ends on Wednesday March 22, 2017, 3 PM EST (the Promotion Period).

Entries that are submitted before or after the Promotion Period will be disqualified. Submissions will be accepted for the duration of the Promotion. Use of any automated system to submit entries is prohibited and will result in disqualification.

5. How to Enter

To enter the promotion entrants may submit an entry electronically as a comment on the designated Promotion post on [facebook.com/TreePhilly/](https://www.facebook.com/TreePhilly/) posted on March 17, 2017.

Sharing, liking, loving or any other form of reacting to a Promotion post does not qualify as entry. Only one (1) direct Comment per entrant, per post will be eligible. The maximum number of entries per entrant over the life of the Promotion is one (1). The maximum number of prizes per entrant over the life of the Promotion is one (1).

You must have a Facebook account to enter the Sweepstakes. If you do not have a Facebook account, you can create one by visiting www.facebook.com. Facebook accounts are free. Sponsor will not accept any submissions via mail, e-mail or telephone. This method of entry will be available for the entire Promotion 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 Facebook 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 the Facebook account by Facebook 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

Seven (7) winners will receive the following prize (the "Prize") worth \$5 ARV:

- (1) Mayor Jim Kenney signed poster print

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.

7. Prize Award

The Sponsor will select seven (7) winners for the Prize in a random drawing from among all eligible entries received during each Promotion Period. The random drawing will be held on or about Wednesday, March 22, 2017.

The Microsoft Random Number generator tool will be used to choose winners. The odds of being selected depend on the number of entries received. Entrants may only receive one (1) prize total, which will be awarded in the Prize drawing order indicated above.

8. Winner Notification

The Sponsor will send notice to the potential winner on or about March 22, 2017 (the "Notice") by contacting them through Sponsor's (TreePhilly) Facebook account via post comment and also private/direct message on Facebook. The potential winner must follow the instructions contained in the Notice in order to validly claim the Prize. Winner will be responsible for coordinating with Sponsor to either pick up or have their prize mailed via standard mail to their specified address. If the potential winner does not respond by reply e-mail within five (5) 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 or forfeit the prize. 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 Promotion 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 Promotion 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 Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Rules, Terms and Conditions or (b) terminate the Promotion 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 Promotion 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 Promotion 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 Promotion if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Promotion, 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 Promotion 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 Promotion, 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 Promotion, 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 Promotion 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 Promotion, 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 Promotion ; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) or text messages;(e) any other errors or problems in connection with the Promotion , including, without limitation, errors that may occur in the administration of the Promotion , the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, or text messages or in any Promotion -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 Promotion 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 Promotion, 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 Promotion. 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 Promotion.

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 Promotion 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 Promotion , 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 Winners' Names, Likenesses, etc.

Except where prohibited by law, entry into the Promotion 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 Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. By participating, you hereby release and hold harmless Facebook 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:

CelebriTree Promotion – 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 June 15, 2017.