

**“KIMMEL CULTURAL CAMPUS – ENTER TO WIN”
OFFICIAL RULES**

Sponsored by Kimmel Cultural Campus

1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE.

THE PURCHASE OF ANY GOOD AND/OR SERVICE WILL NOT INCREASE AN ENTRANT’S CHANCE OF WINNING.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

2. Sponsor. This Sweepstakes (the “**Sweepstakes**”) is sponsored by Kimmel Cultural Campus (“**Sponsor**”), 300 South Broad Street, Philadelphia, PA 19102.
3. Entry Period. The Sweepstakes commences today at the opening of this event and ends at 11:59:59 PM (Philadelphia, Pennsylvania Time) this evening (the “**Sweepstakes Period**”). All entries must be received within the Sweepstakes Period in order to be eligible.
4. Sweepstakes Overview. In this Sweepstakes, one (1) Eligible Entry, defined below, will be drawn at random at the close of the Sweepstakes Period, and such drawn Eligible Entry will win a Prize (as herein defined), subject to the other terms and conditions set forth in these Official Rules. By participating in this Sweepstakes, persons submitting entries (“**Entrants**”) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor, which are final in all matters relating to the Sweepstakes.
5. Eligibility. The Sweepstakes is open to any natural person who is a legal resident of the United States of America, including the District of Columbia, and who has reached their 18th birthday prior to the end of the Sweepstakes Period¹ (“**Eligible Entrants**”). Notwithstanding the foregoing, employees of the Sponsor, its advertising and promotion agencies and affiliated entities (such entities collectively being, “**Sweepstakes Entities**”), and such employees’ immediate families (parent, child, sibling and spouse of any of the foregoing) and persons living in the households of any of the foregoing, whether related by blood or law are not eligible to enter the Sweepstakes and thus are not Eligible Entrants.
6. To Enter Sweepstakes. Sponsor is currently running an “Enter to Win – Sweepstakes” campaign, designed to encourage individuals to provide email addresses to the Sponsor in order to build a larger consumer data base. Eligible Entrants may enter the Sweepstakes by scanning a Quick Response code (a “**QR Code**”), and providing an email address and

¹ Note to Client: we think this requirement makes sense to include, as in most states, minors (those under eighteen years of age) can disaffirm contracts, which would make it difficult to press certain civil claims on such individuals based on a promotion's Official Rules. Similarly, promotions aimed at "vulnerable" consumers such as children are highly disfavored and, thus, more likely to receive scrutiny from state attorneys general and federal agencies.

contact information where prompted, at any event attended by the Kimmel Cultural Campus, during a Sweepstakes Period.

It is not necessary to scan a QR Code in order to enter the Sweepstakes. A person may enter the Sweepstakes without scanning a QR Code with Sponsor through alternative means herein set forth. Eligible Entrants may enter the Sweepstakes in any one of the following ways:

a. any individual who provides an email address pursuant to scanning the QR Code during the Sweepstakes Period will be automatically entered;

b. any Eligible Entrants, who do not scan the QR Code during the Sweepstakes Period may enter by going to Sponsor's website at www.kimmelculturalcampus.org and follow the directions regarding completion the online "Sweepstakes Entry Form" during the Sweepstakes period; and

c. any Eligible Entrants, including, without limitation, any Eligible Entrants who (i) do not scan the QR Code, or (ii) do not enter by going to the Sponsor's website during the Sweepstakes Period, may nonetheless enter the Sweepstakes through the submission of non-electronic alternative method of entry as herein described (a "**Non-Electronic Alternative Entry**"). A Non-Electronic Alternative Entry consists of a 3-inch by 5-inch card on which a person has typed or printed legibly the Eligible Entrant's name, address, zip code, telephone number (including area code), e-mail address and date of birth (MM/DD/YYYY). The Non-Electronic Alternative Entry must be completed, and be received by Sponsor at this event before the close of the Sweepstakes Period. Illegible, late, or damaged entries will not be accepted.

Each Eligible Entrant may submit a maximum of 1 (one) entry in the Sweepstakes, which may be submitted manually or automatically in any of the manners set forth above. Each such entry shall be an "**Eligible Entry**," and collectively, the "**Eligible Entries**".

7. Selection of Sweepstakes Winner. The selection of the winner of the Sweepstakes Prize shall be made by randomly drawing one (1) Eligible Entry from the pool of all Eligible Entries (the "**Winner**"). The Winner will be selected regardless of age, race, religion, or sexual orientation. In the event an individual whose Eligible Entry has been randomly selected as a Winner in such manner cannot be contacted, does not claim the Prize with forty-eight (48) hours, fails to return the required documents in the required time as provided herein, or refuses or is unable to accept the Prize, another Winner will be randomly drawn from the pool of Eligible Entries until one (1) Prize has been successfully delivered to a Winner.
8. Sweepstakes Prize. A total of one (1) Prize will be awarded by Sponsor in the Sweepstakes. The Winner will receive a prize consisting of a ticket or tickets to an event at any of the Sponsor's venues including the Kimmel Center for the Performing Arts, the Academy of Music, or the Merriam Theater (collectively, the "**Venues**"), ranging in value, not to exceed a value of five hundred dollars (\$500.00) (a "**Prize**"). No transfers of any Prize is permitted by the Winner. No substitutions of any Prize is permitted,

except as provided for herein. Sponsor reserves the right to substitute any Prize if necessary for any reason. Each Winner is responsible for the reporting and payment of all applicable federal, state and local taxes of the Prize and will hold Sponsor harmless from liability for failure to timely report and/or pay such taxes. There is a limit of one (1) Prize being awarded per individual in the Sweepstakes. The Venues are not participating in or endorsing this Sweepstakes; the Venues are mentioned herein solely for descriptive purposes of the Prize.

The Prize will be delivered electronically to the e-mail address the Winner provided to Sponsor in the Eligible Entry; any upgrades and additional options are at the sole expense of the Winner. Prize specifics to be determined by Sponsor and are subject to availability. **SPONSOR DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZE DELIVERED IN THE SWEEPSTAKES INCLUDING BUT NOT LIMITED TO QUALITY, OR FITNESS FOR PURPOSE.** Delivery of the Prize is subject to product availability.

9. Odds of Winning Sweepstakes. The odds of winning a Prize are dependent upon the number of Eligible Entries received.
10. Prize Winner Notification Verification. The Winner will be notified via e-mail or telephone, using the information in Sponsor's records. The Winner will be required to sign affidavits of eligibility, tax acknowledgment forms, liability releases and, if applicable and except where prohibited by law, a use of name and likeness release ("**Winner Documents**"), and return such Winner Documents to Sponsor within five (5) days of such Winner's receipt. If (a) any prize notification is returned as undeliverable, (b) a Winner declines their Prize, (c) a Winner fails to provide complete entry information and/or timely reply to and/or return all required Winner Documents within the designated time period, (d) a Winner fails to comply with any of the Official Rules as outlined herein, or (e) the Winner fails to claim the Prize within forty-eight (48) hours of the initial contact by Kimmel Cultural Campus, such Winner will be disqualified and an alternate Winner will be selected in accordance with these Official Rules. If an alternative Winner fails to comply with the Official Rules within 30 days after the end of the Sweepstakes Period, Sponsor may donate such Prize, at Sponsor's discretion, to a charity of Sponsor's choice. Sponsor may convert the Prize to cash, at its discretion, and donate the cash to such charity. In the event a Winner has not reached the age of majority in his or her state of residence, Sponsor may require the Winner's parent or legal guardian to execute the Winner Documents on behalf of the Winner. By accepting a Prize, the Winner grants Sponsor the right, unless prohibited by law, to use his/her name, voice, image and likeness, without compensation, for the purpose of advertising and publicizing their goods and services of all kinds and all matters related to the Sweepstakes, in any manner or medium, throughout the world in perpetuity.
11. Indemnification. By entering the Sweepstakes, to the fullest extent allowed by applicable law, Entrants on behalf of themselves, their executors, assigns and heirs, agree to

indemnify and hold harmless the Sweepstakes Entities from and against any and all claims, actions, demands and/or liability for personal injury, death, property damage or loss to any person or property or causes of action relating to participation in this Sweepstakes, or any travel related thereto (regardless of the cause of such injury or loss), the delivery and/or subsequent use or misuse of any Prize awarded, or printing, distribution or production errors. Entrants agree to release all rights to bring any claim, action or proceeding against Sweepstakes Entities, further covenant not to sue Sweepstakes Entities and hereby acknowledge that neither Sponsor nor any Sponsor Entity has made or is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize. By entering, Entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules. By entering, Entrants consent to the jurisdiction and venue of the federal, state and local courts located in Philadelphia, Pennsylvania. Each Entrant waives any and all objections to jurisdiction and venue in these courts and hereby submits to the jurisdiction of these courts.

12. General Terms. Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

Sponsor assumes no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error which may occur in the processing of the entries in this Sweepstakes. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or servers on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, or any incomplete, lost, late, delayed, misdirected or garbled Entries, including AMOE's, or failure to receive Entries, including AMOE's, including, without limitation, any injury or damage to Entrant's or any other person's computer related to or resulting from participation or downloading any materials or software or attempts to participate in or download materials or software related to this Sweepstakes. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of the Prize and the Winner. If, for any reason, the Sweepstakes is not capable of running as planned, or is disrupted or corrupted, including, without limitation, by strikes, acts of war or terrorism, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical or system failures, or any other causes beyond the control of Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes or for any reason Sponsor deems it necessary, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes or to determine the Winner in its

sole discretion. All interpretations of these Official Rules and decisions by Sponsor are final. No software-generated, robotic, programmed, script, macro or other online or text message Entries are permitted. Sponsor reserves the right in its sole discretion to disqualify any individual it suspects or finds: (a) to have used a software-generated, robotic, programmed, script, macro or other automated online or text message entry; (b) to have tampered with the entry process or the operation of this Sweepstakes; (c) to be acting in violation of these Official Rules; (d) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (e) to have provided inaccurate information on any legal documents submitted in connection with this Sweepstakes. **CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.**

Request for the Names of the Winner and Official Rules. For the name of the Winner and/or Official Rules, send a self-addressed stamped envelope to (please specify “Official Rules” or “Winner” on the envelope):

Enter to Win - Sweepstakes
c/o Marketing
300 S. Broad Street
Philadelphia, PA 19102

Obtain the Official Rules online at: www.kimmelculturalcampus.org. All requests for a copy of the Official Rules and for the names of the Winner must be made within 30 calendar days of the expiration of the Sweepstakes Period. Vermont residents may omit return postage.

13. Use of Data. Sponsor will be collecting personal data about participants online, in accordance with Sponsor’s privacy policies. Please review the Sponsor’s Privacy Policy at <https://www.kimmelculturalcampus.org/about-us/privacy-policy/>. By participating in the Sweepstakes, Entrants hereby agree to Sponsor’s collection and usage of their personal information and acknowledge that they have read and accepted Sponsor’s Privacy Policy.
14. Disclaimer. Except as otherwise required by applicable law, Sponsor, the Sweepstakes Entities and their respective affiliates, employees, legal representatives, assigns and licensees, are not responsible for any loss or damage associated with you entering into the Sweepstakes, the carrying out of the drawing or the provision or otherwise of any aspect of any prize or any act or omission of any other person or party, and all warranties, conditions and representations (of any kind) not expressly set out in the Official Rules are hereby excluded.

15. Termination. Sponsor in its absolute discretion may terminate the Sweepstakes before any Winner is notified.
16. Assignment. You may not assign or transfer your rights or obligations, or subcontract your obligations, under the Official Rules, such as giving a prize to anyone else, without the Sponsor's prior written consent. Sponsor may assign or transfer its rights or obligations, or subcontract its obligations, under the Official Rules without consent.
17. Entire Agreement. The Official Rules, and any instructions from Sponsor, constitute the entire agreement between an Entrant and Sponsor, superseding any prior agreements between an Entrant and Sponsor on the subject matter herein. Any failure or delay by Sponsor in exercising or enforcing, or partial exercise or enforcement of, any right or provision of the Official Rules shall not constitute a waiver of such right or provision (or waive any further exercise or enforcement) or any other right or provision.