

**Philadelphia International Airport
Business Opportunity Forum – Airport Tour
Official Rules**

- 1. Promotional Period:** Attendee may participate and be eligible to win during the Airport’s Business Opportunity Forum on Friday, October 4, 2019. Winning entry/entries for the Grand Prize Drawing will be selected at random at the conclusion of the Promotional Period.

- 2. Eligibility:** No purchase necessary. Philadelphia International Airport (“PHL” or “Airport”) Airport Tour Promotion (“Promotion”) is open to all legal United States residents who are of the age of majority or older in their state of residence and who attend the Business Opportunity Forum (“Eligible Participant(s)”). Employees of the City of Philadelphia (“the City”) and their immediate family members (parents, children, siblings, spouses) and/or persons living in the same household as such employees; employees of any airline with scheduled service at PHL; are ineligible to enter the Promotion or receive any Promotion prizes. The City reserves the right to disqualify any Eligible Participant that is has reason to believe does not comply with the Official Rules. PHL will notify Eligible Participants that they have been selected as a Grand Prize winner during the Business Opportunity Forum event; for Grand Prize winners to collect the prize, winner(s) must be present at the event. Eligible Participant must contact PHL to claim his/her prize while in attendance at the 2019 Business Opportunity Forum. Before any selected Eligible Participant can redeem his/her Promotion prize and participate in an Airport tour, he/she must provide, via fax, email or hand delivery, a copy of a government issued photo identification (driver’s license, ID Card, Passport, etc.) issued by the state of his/her residence or the United States Government confirming the age and identity of that selected Eligible Participant. Failure by Eligible Participant to contact PHL to claim his/her prize within the above described period will result in Eligible Participant’s forfeiture of his/her prize and the removal of Eligible Participant from Promotion consideration. PHL will select another winner of the forfeited prize from remaining Eligible Participants.

- 3. How to Enter and Win:**
 - a) **Attend the Event.** All attendees to the Business Opportunity Forum will be given the opportunity to leave their business cards in a drop box. This business card will serve as an entry for each Eligible Participant.

 - b) **Selection of Winners.** Following the completion of the Business Opportunity Forum, a select number of business cards will be randomly picked from the drop box for Grand Prize Winners. Each Grand Prize winner will be allowed to bring no

more than three (3) individuals to the Airport for the tour, which will be on a date to be selected at a later time.

- c) **Participants of Tour.** Individual(s) who are selected as Grand Prize Winners need not necessarily be the individual(s) who participate in the Airport tour. Participants in the Airport tour may be other individual(s) from the same firm/organization as the Grand Prize Winner.
4. **Odds of Winning Grand Prize Drawing:** Odds of winning depends on the total number of eligible entries received.
 5. **Substitution, Assignment or Transfer of Prizes:** No substitution, assignment or transfer of a prize to any individual(s) outside of the same firm/organization as Grand Prize Winner(s) is permitted. If, for any reason, Grand Prize Winner(s) is unable or unwilling to participate in an Airport tour, neither the City nor the Airport shall provide any alternative prize or compensation to that Grand Prize Winner.
 6. **Liability and Dangerous Activity Release:** By participating in the Promotion, each Eligible Participant agrees to waive any and all liability, and to hold harmless the City, its officers employees and agents (collectively, the “Released Parties”), from any and all losses, damages, rights, claims and actions of any kind in connection with the Promotion or resulting from acceptance, possession, or use of any prize, including without limitation, any loss, property damages, and claims based on publicity rights, defamation, or invasion of privacy. Eligible Participants further agree that the Released Parties and their directors, officers, employees and agents shall not be liable for injury, loss or damage of any kind (including without limitation, personal injury and death), whether said injury, loss or damage may be due to the act, omission or negligence of the Released Parties, resulting from entrance in, on or about Airport property, attending and/or participating in the Promotion.
 7. **Airport Security Program:** Eligible Participant acknowledges that the City has a Transportation Security Administration ("TSA")-approved security program for the Airport, as required in accordance with regulations issued by the Federal Aviation Administration, the U.S. Department of Transportation and the U.S. Department of Homeland Security, TSA and found at 49 Code of Federal Regulations Part 1542, and agrees to fully comply with the City's security program during his/her visit to the Airport.
 8. **Publicity and Advertising Release:** Eligible Participant irrevocably consents to and gives full permission and authority to use his/her name and/or likeness in any form by the City for advertising, promotional and/or trade purposes, in connection with or relating in any

manner to the Promotion, without further notice, permission or compensation (except where prohibited by law). Eligible Participant hereby releases the Released Parties from all liabilities resulting from the use of Eligible Participant's image by virtue of distortion, optical illusions, or faulty mechanical reproductions. Eligible Participant acknowledges and agrees that any plates, digital images or negatives of any photographs or promotional materials are, and will remain, the property of the City. Eligible Participant warrants that he/she shall not engage in any public relations activities or make any public relations appearances relating to, or directly or indirectly resulting from Eligible Participant's participation in this Promotion, at any time, without first obtaining the prior written consent of the City. Eligible Participant acknowledges and agrees that his/her violation of the above shall result in the automatic termination of Eligible Participant's participation in this Promotion and the forfeiture of any prizes received. Further, Eligible Participant agrees to indemnify Released Parties for any damages arising from Eligible Participant's failure to comply with this section.

- 9. General Terms and Conditions:** The Promotion is void where prohibited by law and is subject to all applicable federal, state and local laws and regulations. The City reserves the right to terminate or withdraw the Promotion at any time, by posting a notice at www.phl.org. If the Promotion is terminated before completion, the City will determine winners for the Grand Prize Drawing in a random drawing from all Forum attendees who left their business cards in the drop box as of the termination time. The following are prohibited and will result in automatic disqualification from the Promotion: (1) entering the Grand Prize Drawing more than once; (2) non-compliance with these Official Rules; and (3) any other act, which the City determines, in its sole discretion, jeopardizes the integrity of the Promotion. All decisions with respect to the Promotion are final.

10. Issues of Law:

- a) Taxes: Winners will be solely responsible for any and all applicable fees, insurance and taxes including federal, state and local, as well as any other costs associated with accepting any prize.
- b) Governing Law: All federal, state and local laws and regulations are applicable. The Promotion is and shall be governed, construed and interpreted under the laws of the Commonwealth of Pennsylvania, United States of America. By entering the Promotion, all Eligible Participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Eligible Participants' rights and obligations or the rights and obligations of the City in connection with the Promotion shall be governed by, and construed in accordance with, the law of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of Commonwealth of

Pennsylvania or any other jurisdiction), which would cause the application of the law of any jurisdiction other than the Commonwealth of Pennsylvania, irrespective of the fact that any one of the parties is now or may become a resident of a different state. By entering, Eligible Participants consent to the jurisdiction and venue of the federal, state and local courts located in Philadelphia, Pennsylvania and hereby waive any objection to such jurisdiction and venue. Any claim or cause of action arising out of, or related to, this Promotion or these Official Rules must be filed within one (1) year after such claim or cause of action arose regardless of any law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be forever barred.

- c) Severability: If any provision of these Official Rules shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum effect permitted by law and the parties fundamental intentions hereunder, and the remaining provisions shall not be affected or impaired, provided, however, that in such cases the parties oblige themselves to use their best efforts to achieve the purpose of the invalid provisions by a new legally valid stipulation.

- d) Important Disclaimers and Limitations: TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CITY, ITS OFFICERS, EMPLOYEES AND AGENTS HEREBY DISCLAIM ANY WARRANTIES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, INFRINGEMENT OR ANY IMPLIED INDEMNITIES. ANY ELIGIBLE PARTICIPANT THAT SUBMITS AN ENTRY FORM OR SELFIE UNDERSTANDS AND ACKNOWLEDGES THAT THE CITY HAS NOT MADE, AND ELIGIBLE PARTICIPANT IS NOT RELYING ON, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO ELIGIBLE PARTICIPANT REGARDING THE VALUE OF THIS PROMOTION OR THE ODDS OF WINNING OR ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS OR ACCURACY OF THE INFORMATION, PRODUCTS OR SERVICES USED IN CONNECTION WITH THE PROMOTION OR THESE OFFICIAL RULES.

IN NO EVENT SHALL THE CITY OR ITS OFFICERS, EMPLOYEES AND AGENTS BE LIABLE TO ANY ELIGIBLE PARTICIPANT OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OF LOST PRIZES) RELATED TO THE PROMOTION.

- e) Eligible Participant Agreement: Submission of a business card into the drop box and Entry into the Promotion constitutes the Eligible Participant's full and unconditional agreement and acceptance of the Official Rules. The City reserves

the right to withdraw or terminate this Promotion at any time without prior notice, or to amend these Official Rules in writing as and when the City deems necessary.

11. Official Rules: These Official Rules are posted on PHL's website: www.phl.org.

12. Promotion Administration: PHL is responsible for the administration and execution of the Promotion. Eligible Participants should look solely to PHL for responses to any questions, comments, or problems related to the Promotion. All written inquiries about the Promotion or these Official Rules shall be submitted to the following:

Philadelphia International Airport
Executive Offices
Terminal D, Third Floor
Philadelphia, PA 19153
Attention: Public Affairs Department