

**Philly Vax  
Sweepstakes Official  
Rules**

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility**

The Philly Vax Sweepstakes (the “Sweepstakes”) is open only to individuals that reside in the City of Philadelphia, who are 18 years of age or older at time of entry and who have received their first dose of the COVID-19 vaccine before the drawing date, for the applicable Entry Period, as described below. Void where prohibited by law. Administrator’s employees (and their families) and Sponsor’s employees who work at the Behavior Change for Good Initiative, the Center for Health Incentives and Behavioral Economics, or are in a Senior Leadership position (and their families) are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor and Administrator**

Sponsor: The Trustees of the University of Pennsylvania, 3720 Walnut St., C24, Philadelphia, PA 19104.  
Administrator: Universal Promotions, Inc., 980 Walnut Street, Pittsburgh, PA 15234.

**3. Sweepstakes Period**

The Sweepstakes begins on June 7, 2021 at 12:00:00AM Eastern Time (“ET”) and ends on July 18, 2021 at 11:59:59PM ET (the “Sweepstakes Period”). Administrator’s computer is the official timekeeping device for the Sweepstakes. Within the Sweepstakes Period there are three (3) separate entry periods (each an “Entry Period”) as detailed below. Non-winning entries from one Entry Period do carry over into future Entry Periods.

Entry Period	Start Date*	End Date**
1	June 7, 2021	June 20, 2021
2	June 21, 2021	July 5, 2021
3	July 6, 2021	July 18, 2021

\*at 12:00:00AM ET

\*\*at 11:59:59PM ET

**4. How Individuals May be Entered in the Sweepstakes**

There are three (3) ways to be entered in the Sweepstakes:

- i. **Database Entry.** The Sponsor will have a commercially available database of residents of the City of Philadelphia (which may contain errors, duplicate records, or be incomplete). Individuals in this database who meet the eligibility requirements will automatically receive one entry into the Sweepstakes.

If you meet the eligibility requirements and you want to be sure you are entered, you may take advantage of methods (ii) or (iii).

- ii. **Register Online:** Go to [phillyvaxsweepstakes.com](http://phillyvaxsweepstakes.com) and register. You will be required to provide your name, mailing address, phone number and email address. Once you register you will receive one entry into the drawing.

Or,

- iii. **Call In and Leave a Message.** Call 1-877-642-5666 and, when prompted, leave a message with the following details: your name, mailing address and phone number. Speak slowly and clearly when leaving a message. Once you leave a message, you will receive one entry into the drawing.

For an entry to be valid (regardless of method of entry: (i), (ii) or (iii) stated above) for an Entry Period, the individual must have received their first dose of the COVID-19 vaccine on or before the date below for such Entry Period. If selected as a potential winner, the individual will be required to provide the Sponsor with an authorization directing the applicable governmental entity or vaccination facility to confirm the individual was vaccinated on or before the stated date below. If an individual is contacted as a potential winner but was not vaccinated on or before the stated date below, they are ineligible and will not be awarded a prize.

Entry Period	Date of COVID-19 vaccination (at least first shot)
1	By June 20, 2021
2	By July 5, 2021
3	By July 18, 2021

Limit of one (1) entry per person during the Sweepstakes Period, regardless of method of entry. If an individual automatically receives an entry because they are in the Database and also either registers online or calls in and leaves a message to enter, the Database entry will be disqualified. This is done to ensure there is a maximum of one entry per person, regardless of method of entry. Any attempt by any participant to obtain more than one entry, such as by using multiple/different email addresses, identities, and registrations, or any other method, will void that participant’s entries and that participant may be disqualified. Use of any automated system to participate in the Sweepstakes is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified.

**5. Winner Determination**

On or about the dates listed below, Administrator will select one (1) entry for each prize described below as a Potential Sweepstakes winner in a random drawing of all eligible entries received during the applicable Entry Period, subject to the modifications herein for the Selected Zip Code (defined below). Since there are 12 (twelve) prizes per Entry Period, there will be 12 (twelve) Potential Sweepstakes winners drawn for each Entry Period. At the start of each Entry Period, the Administrator will randomly draw one zip code from the 20 (twenty) City of Philadelphia zip codes with the lowest COVID-19 vaccination rates, as of May 27, 2021, as the Selected zip code (the “Selected Zip Code”). Individuals who reside in the Selected Zip Code will be segregated into a separate database. Half of the prizes for the specific Entry Period will come from entrants who reside in the Selected Zip Code; the other half of the prizes for the specific Entry Period will come from entrants who reside in all City of Philadelphia zip codes (excluding the Selected Zip Code). The Selected Zip Code will change from Entry Period to Entry Period.

Entry Period	Drawing Date
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1	June 21, 2021
2	July 6, 2021
3	July 19, 2021

The potential winners will be contacted using the email address, phone number and/or mailing addresses provided with the registration, or from the Database, and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. The potential winners will be notified by email on or about the day after the drawing. Failure by a potential winner to respond to any contact within 48 (forty-eight) hours of notification or time frame stated in the notification (whichever is shorter) will result in disqualification, and Administrator will select an alternate potential winner in the same manner. Odds of winning depend on the number of eligible entries up to the time of the drawing.

**6. EACH POTENTIAL WINNER’S ELIGIBILITY IS SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR’S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE GIVEAWAY. POTENTIAL WINNERS WILL BE REQUIRED TO GIVE THE SPONSOR AUTHORIZATION TO CONFIRM THE POTENTIAL WINNERS’ VACCINATION STATUS. IF A POTENTIAL WINNER REFUSES TO PROVIDE AUTHORIZATION, THEY WILL BE DISQUALIFIED. IF A POTENTIAL WINNER WAS NOT VACCINATED BY THE REQUIRED DATE, THEY ARE INELIGIBLE FOR THE SWEEPSTAKES AND WILL BE DISQUALIFIED.**

**7. Verification of Potential Sweepstakes Winners**

Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential winners may be required to sign and return to Administrator, within 48 (forty-eight) hours of notification or time frame stated in the notification (whichever is shorter), an affidavit of eligibility, and liability release (except where prohibited), an authorization for disclosure of COVID-19 vaccination status and any other requested documents / forms in order to claim his/her prize if applicable. If a potential winner of any prize cannot be contacted, fails to sign and return the affidavit of eligibility and liability release and the authorization for disclosure of COVID-19 vaccination status within the required time period, or if the prize or prize notification is returned as undeliverable, the potential winner forfeits the prize. In the event that a potential winner is ineligible or is disqualified for any reason, Sponsor may award the prize to an alternate winner by random drawing from among all remaining eligible entries.

**9. Prizes**

For each Entry Period there will be 12 (twelve) prize winners. The prize breakdown per Entry Period is as follows:

Prize*	Quantity (per Entry Period)
\$50,000	2
\$5,000	4
\$1,000	6

\*Half of all prizes will be awarded to individuals that reside in the Selected Zip Code.

For all Prizes: Prizes are non-transferable. No assignment or transfer of prizes is permitted, except by Sponsor, who reserves the right in its sole discretion to substitute a prize with another prize of greater or equal value. All federal, state and local taxes, if any, related to a prize are the responsibility of the

individual winner. Winners may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. Approximate retail value of all prizes available to be won is \$378,000.

#### **10. Entry Conditions and Release**

By entering and claiming a prize, each individual agrees to: (a) comply with and be bound by these Official Rules, and the decisions of the Sponsor and Administrator, which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sponsor, Administrator, City of Philadelphia and each of their respective parents, subsidiary and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses and liabilities (including reasonable attorneys fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize.

#### **11. General Conditions**

Sponsor and Administrator reserve the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor or Administrator's reasonable control, impair the integrity or proper functioning of the Sweepstakes, as determined by Administrator in their sole discretion. Sponsor or Administrator reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes, or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

#### **12. Limitations of Liability**

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including but not limited to, malfunctions, interruptions, or disconnections in phone lines, network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the

administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes, as set forth in these Official Rules, to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

### **13. Disputes**

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Pennsylvania or the appropriate Commonwealth of Pennsylvania State Court located in Philadelphia County, Pennsylvania; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and 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 (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

*Financial support for the Sweepstakes and related research is being provided by the University of Pennsylvania's Behavior Change for Good Initiative and Center for Health Incentives and Behavioral Economics, and Flu Lab.*