

# **Hyundai Flyers 2016-2017 Road Trip Sweepstakes**

**December 18, 2015 – April 8, 2016**

## **Official Rules**

NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. VOID OUTSIDE PA, NJ AND DE AND WHERE PROHIBITED.

1. **ELIGIBILITY:** The Hyundai Flyers 2016-2017 Road Trip Sweepstakes (the "Sweepstakes") is open only to entrants who are legal residents of Pennsylvania, New Jersey and Delaware, 18 years of age and older as of the date of entry. The following persons are not eligible to enter or win: employees, officers, and directors of Spectrum Arena Limited Partnership and Hyundai Motor America (collectively, "Sponsors") and their respective parent companies, affiliates, subsidiaries, partners, dealers and advertising and promotion agencies, manufacturers or distributors of Sweepstakes materials, and Prize Providers (as defined below) and the immediate families (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and members of the households, whether or not related, of each of the above. The Sweepstakes is subject to all applicable federal, state and local laws.

2. **START/END DATE:** The Sweepstakes will commence on Friday, December 18, 2015 upon posting of the Official Rules and end on Friday, April 8, 2016 at 11:59:59 p.m. Eastern Time ("ET").

3. **HOW TO ENTER:** To enter, either (a) follow the directions provided to complete the online entry form, which includes your name, address, telephone number, email address, and date of birth, at [www.wellsfargocenterphilly.com/hyundai](http://www.wellsfargocenterphilly.com/hyundai) and submit electronically or (b) complete and deposit the entry form, which includes your name, address, telephone number, email address, and date of birth, available at the Wells Fargo Center during the following periods of time: (a) from 5:30 p.m. ET through the conclusion of the 2<sup>nd</sup> period of the Philadelphia Flyers game taking place on Wednesday, January 19, 2016; (b) from 5:30 p.m. ET through the conclusion of the 2<sup>nd</sup> period of the Philadelphia Flyers game taking place on Tuesday, February 2, 2016; and (c) from 5:30 p.m. ET through the conclusion of the 2<sup>nd</sup> period of the Philadelphia Flyers game taking place on Thursday, March 3, 2016; (d) from 5:30 p.m. ET through the conclusion of the 2<sup>nd</sup> period of the Philadelphia Flyers game taking place on Thursday, April 7, 2016. **LIMIT ONE ENTRY, PER PERSON, PER DAY, REGARDLESS OF METHOD OF ENTRY.** For the purposes of these Official Rules, a "day" will start at 12:00:00 a.m. ET and end at 11:59:59 p.m. ET (except for the first day which will commence upon the posting of the Official Rules). Spectrum Arena Limited Partnership's computer shall be the official timekeeper for all matters related to this Sweepstakes. If an entrant uses the same, different or multiple email addresses to obtain more than one (1) entry per day, all such entries will be void. Entries generated by script, macro or other automated means and entries generated by any other means which subvert the entry process will be void. Entrants must fully complete and submit all non-optional data requested on the entry form to be eligible. Incomplete and/or inaccurate entries are void. All entries become the property of Sponsors and will not be returned. Sponsors are not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsors.

4. **RANDOM DRAWING/ODDS:** One (1) potential winner will be drawn at random from all eligible entries on or about Friday, April 15, 2016. Sponsors reserve the right to delay the drawing in their sole discretion. The potential winner will be notified via email and/or telephone (in Sponsors' sole discretion). The potential winner must respond to email or voicemail notification within 48 hours, or he/she will forfeit the Prize and, at Sponsors' sole discretion, an alternate potential winner will be drawn at random from all remaining eligible entries. The potential winner and any guests (or if a minor, his/her parent or legal guardian on the minor's behalf) will be required to execute and return, prior to and as a condition of receiving the Prize, an affidavit of eligibility and liability release and, except where prohibited by law, a publicity release. The potential winner must return such releases within five (5) days of date of issuance.

Failure to comply with these Official Rules may cause the Prize to be forfeited and, at Sponsors' sole discretion, awarded to an alternate potential winner to be drawn at random from among all remaining eligible entries. Odds of winning the Prize depend on the number of eligible entries received for the drawing. If (i) the potential winner does not respond to Prize notification within the timeframe stated, (ii) the Prize notification is returned as undeliverable, (iii) the potential winner declines his or her Prize, (iv) the potential winner fails to return all required documents within the timeframe stated, or (v) the potential winner is unable to attend the Prize event described below on the date specified, it will result in Prize forfeiture and the disqualification of such potential winner and an alternate potential winner may be selected by random drawing from all remaining eligible entries at Sponsors' sole discretion. Upon Prize forfeiture, no compensation will be given.

5. DESCRIPTION OF PRIZE(S): One (1) prize (the "Prize"): The winner will receive (i) two (2) tickets to a 2016-17 Philadelphia Flyers vs. New York Rangers game (exact game date to be determined by Sponsors in their sole discretion) taking place at Madison Square Garden in New York, NY; (ii) two (2) roundtrip train tickets from Philadelphia to New York City on Amtrak; and (iii) one (1) night's standard hotel accommodations (one room, double occupancy) at a hotel located in New York, NY (exact hotel to be determined by Sponsors in their sole discretion) (Total Approximate Retail Value of the Prize: \$1,000). Sponsors shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of the Prize ("Prize Providers") due to reasons beyond Sponsors' control, and is not responsible or liable for any expenses incurred as a consequence thereof. Date and/or time of event are subject to change. Event is subject to cancellation. Tickets are subject to certain terms and conditions as specified thereon and by applicable issuer. Location of seating is subject to availability and Sponsors' sole discretion. The Prize is not transferable, and no substitutions or cash redemptions are allowed, except by Sponsors, which reserve the right to substitute the Prize (or any component thereof) with one of comparable or greater retail value, at their sole discretion. All costs and expenses not stated herein as being provided in connection with the redemption, receipt and/or use of the Prize are the responsibility of the winner, including, but not limited to, ground transportation, accommodations and meals, and all federal, state and local taxes. All Prize details are at Sponsors' sole discretion. No extension of event dates will be granted, except at Sponsors' sole discretion.

6. ADDITIONAL TERMS: By entering, entrants agree to abide and be bound by these Official Rules and the decisions of Sponsors, which are final and binding in all matters relating to this Sweepstakes. Entries will be declared made by the authorized account holder of the email address submitted at the time of entry and he/she must comply with these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, education, institution, etc.) responsible for assigning email addresses for the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsors with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, illegible, undelivered or garbled entries or email; or for entries not received due to lost, failed, delayed or interrupted connections, including Internet Service Provider (ISP), Web-server, network, cable, server, satellite, phone-line connections or miscommunications, or other electronic malfunctions, computer or telephone, hardware or software failures, malfunctions, or garbled or jumbled transmissions. Released Parties are not responsible for any other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize, the cancellation or postponement of any event, or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website or who are in violation of these Official Rules, as solely determined by Sponsors, will be disqualified and all associated entries will

be void. Sponsors reserve the right, in their sole discretion, to cancel, modify, extend or suspend the Sweepstakes should virus, bugs, unauthorized human intervention, or other causes, in Sponsors' sole opinion, corrupt or impair the administration, security, fairness or proper operation or play of the Sweepstakes, and, in the event of termination, draw the winner from all non-suspect, eligible entries received prior to action taken. Released Parties are not responsible if Sweepstakes cannot take place or if the Prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Sponsors may prohibit an entrant from participating in the Sweepstakes or winning the Prize if, in their sole discretion, Sponsors determine that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or representatives of Sponsors. **CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO DISQUALIFY AND SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**If due to a printing, production or other error, more prizes are claimed than are intended to be awarded, the intended Prize will be awarded in a random drawing from among all verified and validated Prize claims received. No more than the stated number of Prizes will be awarded.**

7. **WINNER'S LIST:** For the name of the winner (available after Friday, April 15, 2016), send a self-addressed envelope to: Hyundai Flyers 2016-2017 Road Trip Sweepstakes c/o Ad Sales, 3601 South Broad Street, Philadelphia, PA 19148 to be received prior to July 31, 2016.

8. **PUBLICITY:** The winner acknowledges and agrees that as a condition of winning, if legally permissible, Sponsors and their respective designees have the right to use his/her name, likeness, photograph, voice, city and state of residence, biographical information, statements and Prize information for advertising and promotional purposes in any and all media now known or hereafter devised, worldwide in perpetuity, without further compensation, authorization, remuneration or notification.

9. **TAXES:** All applicable local, state and federal taxes are the sole responsibility of the winner. Sponsors will issue a form 1099-MISC to the winner.

10. **NO WARRANTIES; LIABILITY:** THE PRIZE IS AWARDED "AS IS" WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED BY SPONSORS INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ENTRANTS, BY PARTICIPATING, AGREE THAT SPONSORS AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES AND AFFILIATES AND ADVERTISING AND PROMOTION AGENCIES, MANUFACTURERS OR DISTRIBUTORS OF SWEEPSTAKES MATERIALS, AND PRIZE PROVIDERS AND ALL OF THEIR RESPECTIVE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, "RELEASED PARTIES"), WILL HAVE NO LIABILITY WHATSOEVER FOR AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY INJURIES, LOSSES, COSTS, EXPENSES OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DEATH, TO PERSONS, OR PROPERTY INCURRED IN CONNECTION WITH OR RESULTING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION OR USE/MISUSE OF THE PRIZE (INCLUDING ANY TRAVEL OR ACTIVITY RELATED THERETO) AND/OR PARTICIPATING IN THIS SWEEPSTAKES AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND/OR THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR

LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. DISPUTES; GOVERNING LAW: The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the Commonwealth of Pennsylvania.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to Philadelphia, PA. The parties agree not to raise the defense of forum non conveniens.

12. The decisions of Sponsors will be final and binding in all matters pertaining to the Sweepstakes. Sponsors reserve the right to correct any and all printing, typographical or mechanical errors.

13. USE OF DATA. Sponsors will be collecting personal data about entrants online, in accordance with their privacy policies, which can be found at <https://www.hyundaiusa.com/privacy-policy.aspx> and <http://www.comcastspectacor.com/privacy-policy>. Please review Sponsors' privacy policies. By participating in the Sweepstakes, entrants hereby agree to Sponsors' collection and usage of their personal information and acknowledge that they have read and accepted Sponsors' privacy policies.

14. SPONSORS: Spectrum Arena Limited Partnership, 3601 South Broad Street, Philadelphia, PA 19148; Hyundai Motor America, 1122 Cranbury South River Road, Jamesburg, NJ 08831.