

LEHIGH VALLEY PLANNING COMMISSION REGIONAL SURVEY SIGNUP
SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW OR REGULATION.

The Lehigh Valley Planning Commission Regional Survey Signup Sweepstakes (the "Sweepstakes") is sponsored by **The Lehigh Valley Planning Commission** ("Sponsor"), with offices located at 961 Marcon Boulevard, Suite 310, Allentown, PA 18109. By participating in the Sweepstakes, each Entrant (defined below) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, whose decisions shall be final and legally binding in all respects and not subject to further review in any forum, except as provided in these Official Rules.

1. THE ENTRY PERIOD: The Sweepstakes entry period begins on February 22, 2018 at 5:00 p.m. Eastern Time ("EST") and ends on March 30, 2018 at 12:00 p.m. EST (the "Entry Period"). Sponsor must receive any and all entries prior to the expiration of the Entry Period, no late entries will be accepted.

2. ELIGIBILITY: The Sweepstakes is open to legal residents of the Commonwealth of Pennsylvania, who are twenty-one (21) years of age or older at the time of entry ("you" or the "Entrant"). Employees (including contract employees) of Sponsor, its respective parents, affiliates, subsidiaries, attorneys, agents, and other affiliated parties (collectively, the "Sponsor Entities") and any and all other persons associated with the Sweepstakes, and the immediate family members and persons living in the same household of such employees, are not eligible to participate in the Sweepstakes. Eligibility is subject to all federal, state and local laws and regulations.

3. WAIVER OF LIABILITY: BY PARTICIPATING IN THE SWEEPSTAKES, YOU HEREBY AGREE TO THESE OFFICIAL RULES, AND ON YOUR OWN BEHALF AND ON BEHALF YOUR HEIRS AND ASSIGNS, YOU HEREBY RELEASE THE SPONSOR ENTITIES AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL CLAIMS AND DAMAGES OF ANY KIND, IN WHOLE OR IN PART, INCLUDING ECONOMIC DAMAGES AND PERSONAL INJURY (INCLUDING DEATH), DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION AND/OR ENTRY IN THE SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY; THE RECEIPT, USE, MISUSE, INABILITY TO USE, OR LOSS OF THE PRIZE; THE MISDIRECTION OF THE PRIZE; AND ANY AND ALL CLAIMS BASED ON RIGHTS OF PUBLICITY, PRIVACY, OR DEFAMATION.

4. HOW TO ENTER:

A. Multiple entries per person will not be accepted. Sponsor reserves the right to disqualify any entry for any reason as described herein. To enter the Sweepstakes, Entrants must:

(i) Complete all required fields in the Sweepstakes entry form, including but not limited to: first name, last name, phone number, mailing address and email address. For the

avoidance of doubt, Entrants are not required to complete any surveys or other questionnaires accompanying the entry form in order to enter the Sweepstakes (the completion of any such surveys or other questionnaires are strictly optional); and

(ii) Affirm (by checking the box provided in the entry form) that they have read and agree to abide by these Official Rules.

(iii) PARTIAL OR INCOMPLETE SUBMISSIONS WILL NOT BE ACCEPTED AS SWEEPSTAKES ENTRIES, ARE VOID, AND SHALL NOT BE ELIGIBLE FOR ANY PRIZE.

(iv) Once submitted, Entrant cannot access/revise an entry in any way. Entries made on another's behalf by any individuals or other entities, including but not limited to, commercial sweepstakes/sweepstakes subscription notification and/or entering services, will be void, and will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. If the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

(v) All entries are subject to verification and approval by Sponsor. Entries that do not meet the requirements for entry as specified above, and as determined by Sponsor in its sole discretion, or that otherwise do not comply with the Official Rules are void and may be disqualified. Any attempted form of entry other than as described in these Official Rules is void.

(vi) Sponsor (including Sponsor, the Sponsor Entities, all of Sponsor's and the Sponsor Entities' affiliated entities, and each of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns) will not be responsible for undelivered, lost, illegible, incomplete, misdirected, late, altered, forged, or otherwise defective entries, as determined by Sponsor in its sole discretion.

(vii) Entry in the Sweepstakes does not constitute entry into any other promotion or sweepstakes.

(viii) Sponsor will not be responsible for any human error, failure of any mail entry to be received by Sponsor or any other problems related to failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in this Sweepstakes.

5. HOW TO WIN: At the conclusion of the Entry Period, on or about March 30, 2018, ten (10) prospective winning entries will be chosen at random from among all eligible entries received to determine the ten (10) potential prize winners. The potential prize winning entries will be announced on or about April 6, 2018 in accordance with Section 9 hereof. In Sponsor's sole discretion, the announcement may be made via Sponsor's various social media sites, press release, or any other marketing avenue. Only one prize per winning entry. **IN ALL CASES, ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED AT THE TIME OF THE DRAWING.** If Sponsor, in its sole discretion, determines that a prospective winning entry is void or ineligible for any reason, a new drawing may be held to select a new winning entry.

6. PRIZES: There are a total of ten (10) **PRIZES** each consisting of a \$50.00 “Target” Gift Card. Prizes shall be awarded as follows:

- (a) All prizes are provided “AS-IS”, and neither Sponsor nor the Sponsor Entities make any other warranty of any kind, express or implied. A prize is nontransferable, without written approval of Sponsor. Prizes may not be redeemed for cash. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value if the advertised prize (or portion thereof) becomes unavailable.
- (b) Prize winner is responsible for any and all applicable fees, service charges, surcharges, federal, state, and local taxes, if any, and any other unspecified expenses associated with acceptance or use of the prize.
- (c) All prizes are subject to validation of prospective winner’s eligibility, and are contingent upon execution of waivers and releases (including publicity releases) as provided in these Sweepstakes Official Rules. The prize will be forfeited and a new winner chosen by random selection from among eligible entries if the prospective winner, as determined by Sponsor in its sole discretion: (1) is ineligible or otherwise has not complied or does not comply with the Official Rules; or (2) fails to respond to the notice of award or to provide required clearances and affidavits within the applicable time period; or if the prize or the prize notification is returned as undeliverable.
- (d) Prize will be awarded only if the prize winner fully and timely complies with these Official Rules.

7. CANCELLATION: Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or technical failures impair the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion, and to award the prizes based on eligible entries received prior to the cancellation or, in its sole discretion, to cancel the Sweepstakes without awarding any prizes.

8. ASSIGNMENT OF RIGHTS: As a condition of entering the Sweepstakes and to be eligible for a potential prize, Entrant grants Sponsor, its agents, and the Sponsor Entities a perpetual, worldwide, irrevocable, royalty-free license and right to use, transform, reproduce, distribute, transmit, publish, broadcast, merchandise, display, or otherwise use the entry materials, including Entrant’s name, photograph, likeness, biographical information, and statements (collectively, the “Attributes”), with or without modifications, in any form or medium, whether now existing or later developed, including for research, advertising and/or publicity purposes (except where prohibited by law), without limitation and without any additional compensation to Entrant (including his or her heirs and assigns), and releases the Sponsor Entities from all claims arising out of the use of such Attributes.

9. WINNER NOTIFICATION: Potential prize winners will be notified on or about April 6, 2018. The Sweepstakes is conducted under the supervision of Sponsor. Winners will be notified via email. **The prize winners will be required to reply confirming prize winner's e-mail address, full mailing address and phone number within five (5) calendar days of the date and time when the email is sent by Sponsor.**

Once eligibility has been verified in accordance with these Official Rules and Sponsor receives all information requested of the winner, including, but not limited to all required waivers,

consents, and releases, Sponsor will arrange to award the prize. Prize winners must fully and timely reply with all required information in order to receive the prize.

10. DISQUALIFICATION: Sponsor reserves the right, in its sole discretion, to disqualify any individual who is found to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to disparage, annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No incomplete, forged, software-generated or other automated multiple entries will be accepted. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

11. LIMITATION OF LIABILITY: The Sponsor Entities shall not be responsible for, and Entrant, on its own behalf and on behalf of his or her heirs and assigns, hereby releases the Sponsor Entities from, any claims arising from or in any way relating to:

(i) unauthorized human intervention in any part of the entry process or the Sweepstakes;

(ii) electronic or human error or intervention which may occur in any part of the entry process and in the administration of the Sweepstakes or the processing of entries;

(iii) any injury or damage to persons or property, including, but not limited to, Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or access to any material from Sponsor's website, regardless of whether the material was prepared by Sponsor or a third party, and regardless of how the material is connected to Sponsor's website;

(iv) use of any prize;

(v) the selection process including the outcome of the Sweepstakes;

(vi) any injury or damage to persons or property (including personal injury and death) which may be caused, directly or indirectly, in whole or in part, from the prize or from or related to participation in the Sweepstakes including, but not limited to, the publication or posting of a Sweepstakes entry or Entrant's name or address;

(vii) incorrect or inaccurate transcription of entry information or late and incomplete entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; and

(viii) any costs related to the prizes, except as expressly set forth herein, including but not limited to, income, sales, property, and other taxes, fees and costs incurred by accepting the prizes.

12. DISQUALIFICATION/FORCE MAJEURE: In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding a prize or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) judge all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such judging shall be each Entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prize described in these Official Rules will be awarded.

13. DISPUTES: Except where prohibited by law, Entrant agrees that: (1) any and all disputes, issues, questions, claims and causes of action arising out of or connected with this Sweepstakes, the construction, validity, interpretation and enforceability of the Official Rules, the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the Commonwealth of Pennsylvania, and shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard or giving effect to any choice of law or its conflict of laws principles, which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania, and the Entrant agrees to submit to the exclusive jurisdiction of the state and federal courts located in Lehigh County, Pennsylvania; (2) 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 (3) unless otherwise prohibited, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

14. LIST OF WINNERS: To obtain the name of the winners, send a self-addressed stamped envelope to: The Lehigh Valley Planning Commission, with offices located at 961 Marcon Boulevard, Suite 310, Allentown, PA 18109. All such requests must be received by April 30, 2018.

15. MISCELLANEOUS. The Sweepstakes is in no way sponsored, endorsed or administered by, or otherwise associated with Target Brands, Inc. ("Target"). Any questions, comments or complaints are to be directed to Sponsor, not Target.