

Terms & Conditions, Privacy Policy, Refund Policy

Terms & Conditions

“philly rewards” Loyalty Program

Terms and Conditions

PLEASE READ CAREFULLY.

THESE TERMS AND CONDITIONS INCLUDE AN ARBITRATION CLAUSE AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE LAWSUIT. VISIT PHILADELPHIA RESERVES THE RIGHT TO CANCEL OR MODIFY THIS PROGRAM AT ANY TIME. THIS MEANS THAT YOUR RIGHT TO EARN OR REDEEM REWARDS MAY BE TERMINATED OR MODIFIED AFTER THE NOTICE PERIOD. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PARTICIPATE IN THE PHILLY REWARDS LOYALTY PROGRAM. By participating in the Philly Rewards Loyalty Program, you agree to the following Terms and Conditions.

1 Overview of the Philly Rewards Loyalty Program

1.1 The Philly Rewards Loyalty Program (the “Program”) is a loyalty program sponsored by Greater Philadelphia Tourism Marketing Corporation d/b/a Visit Philadelphia (“Visit Philadelphia”) in the greater Philadelphia, Pennsylvania area (the “Territory”) through which you will be offered the opportunity to accumulate rewards points (each, a “Rewards Point” and collectively, “Rewards Points”) by checking in at geo-targeted locations in the Territory (each, a “Check-In Location”).

1.2 These Program Terms and Conditions and the Program are subject to the Visit Philadelphia Privacy Policy found at <https://www.visitphilly.com/privacy-policy/> (the “Privacy Policy”). Your use of the Program is subject to the Visit Philadelphia Terms of Use, which are found at <https://www.visitphilly.com/terms-of-use/> (the “Terms of Use”). Participation in the Program constitutes your full and unconditional agreement to these Terms and Conditions, the Privacy

Policy, and the Terms of Use. In the event of a conflict, the order of precedence is as follows: (i) these Terms and Conditions; (ii) Terms of Use.

2 Eligibility

The Program is open to legal residents of the 50 United States (and the District of Columbia) (“Qualifying Territory”) who are at least twenty-one (21) years of age or older at the time of enrollment. Void where prohibited by law. The Program is intended for individual use only. Commercial use is prohibited. The Program is not targeted toward, not intended for use by, anyone under the age of 21. Membership in the Program is complimentary.

3 How to Enroll in the Program

3.1 To enroll in the Program and begin earning Rewards Points by checking in at designated Check-In Locations in the Territory, visit <https://www.visitphilly.com/features/philly-rewards/>, supply the required information, and elect to participate in the Program. As a condition of membership, you will be asked to provide a valid email address when you enroll, which Visit Philadelphia or its designee, Bandwango, may use to contact you about your account (“Account”), Rewards Points balance, available Rewards (as defined below), and otherwise as permitted by law.

3.2 During the enrollment process, you may choose to affirmatively opt-in to receiving (i) news and information regarding your Account via email; (ii) marketing communications from Visit Philadelphia via email; and/or (ii) opportunities to enter for your chance to win various Visit Philadelphia sweepstakes and promotions via email. You may unsubscribe from promotional commercial messages at any time by changing your preferences in your Account or opting out via the unsubscribe link at the bottom of your email, or by following the opt-out instructions to the notification message or other computer electronic message as specified in the message. Even if you opt out of receiving promotional messages, you understand and agree that Visit Philadelphia or its designees may continue to send you messages concerning your Account or other transactional messages.

3.3 Limit: one (1) Account per person. The person who is the holder of the Program membership associated with the email address used to register for the Program will be deemed the member for that Account. Reward Points and Rewards may not be sold, transferred, assigned to, or shared with, family, friends or others.

3.4 If it is discovered that you have obtained more than one Account, Visit Philadelphia may terminate any and all of your Accounts and you shall immediately forfeit all Rewards Points and Rewards. You are responsible for ensuring that no unauthorized person has access to your Account. You are responsible for all activity on your Account.

4 Earning Rewards Points and Restrictions; Promotions

4.1 To earn Rewards Points, you must (i) visit <https://www.visitphilly.com/features/philly-rewards/>; (ii) log-in to your Account; and (iii) check in at designated Check-In Locations in the Territory. To Check-In, select your Check-In Location from the available list and follow the prompts. Members can accumulate Rewards Points at the rate of one hundred (100) Rewards Points for every one (1) check-in at a Check-In Location in the Territory.

4.2 Rewards Points may be issued instantly in your Account; however, it may take approximately forty-eight (48) hours or more from the date of the check-in at a Check-In Location to issue such Rewards Points. You may review your Rewards Point balance in your Account at <https://www.visitphilly.com/features/philly-rewards/> (or such other site as designated by Visit Philadelphia from time to time).

4.3 For every one (1) check-in at a Check-In Location in the Territory, you will be awarded one hundred (100) Rewards Points that can be redeemed for limited edition merchandise, experiences, and other rewards as determined by Visit Philadelphia (each, a "Reward").

4.4 From time-to-time, we may also give you opportunities to enter into Visit Philadelphia sweepstakes for a chance to win a prize (the "Sweepstakes"). All such Sweepstakes will be subject to the applicable Sweepstakes Official Rules.

5 Conversion of Rewards Points; Other Program Benefits

5.1 You may convert your Rewards Points registered on your Account for an eligible Reward at any time through your Account by choosing your Reward and clicking “Claim Now.” Rewards are unique and associated solely with your Account. Rewards are for your use only and may be subject to additional terms and conditions. Once Rewards Points have been converted to a Reward, the required number of Rewards Points will then be subtracted from your Rewards Points balance. Rewards are available while supplies last. Visit Philadelphia cannot guarantee that a specific Reward is available at the time you wish to redeem your Reward Points.

6 Point Adjustment – Returns & Exchanges

Once a Reward has been redeemed, it will not be possible to return or refund the Reward and receive your Rewards Points back.

7 Expiration of Reward Points and Rewards

7.1 All Rewards Points and Rewards will expire the earlier of (i) on termination of your participation in the Program (whether terminated by you or by Visit Philadelphia); (ii) termination of the Program altogether, subject only to notice to you that is required by law, if any; or, January 31, 2025.

8 Modifications, Cancellation, and Account Termination

Visit Philadelphia reserves the right to change, modify, and/or eliminate the Program, and/or all or any portion of these Terms and Conditions or any policy, FAQ, or guideline pertaining to the Program at any time at its sole discretion. Any changes or modifications will be effective immediately upon posting the changes which may be accessed through your Account. You waive any right you may have to receive specific notice of such changes or modifications, except as required by law. Your continued participation in or access to the Program confirms your acceptance of these Terms and Conditions and any changes or modifications to these Terms and Conditions. You should review these Terms and Conditions and our policies and FAQs (if any) frequently to understand the terms that apply to the Program.

9 General Terms and Conditions

9.1 Visit Philadelphia reserves the right to discontinue your participation privileges if you engage in any fraudulent activity or use the Program in a manner inconsistent with these Terms and Conditions or any federal, municipal, provincial, state or local, laws, statutes, or ordinances. Discontinued participation privileges may result in the loss of all accumulated Rewards Points. In addition to discontinuance of participation privileges, Visit Philadelphia shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

9.2 Terminating your Account under the Program will result in the loss of all accumulated Rewards Points. Any user who terminates their Account, then re-registers for the Program will be treated as a new user to the Program.

9.3 Rewards Points and Rewards do not constitute your property and may be revoked at any time by Visit Philadelphia as set forth herein. Rewards Points and Rewards may not be transferred or assigned, and are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law. Rewards Points and Rewards awarded in the Program are not valid in, and may not be used in combination with, any other program offered by Visit Philadelphia or third parties. All Rewards Points and Rewards are promotional, have no cash value, and may not be converted to a gift card balance or exchanged for cash.

9.4 Visit Philadelphia is not responsible for any incorrect or inaccurate information supplied by you while participating in the Program.

9.5 All questions or disputes regarding eligibility for the Program, awarding, earning or redemption of Rewards Points or Rewards, or your compliance with these Terms and Conditions will be resolved by Visit Philadelphia in its sole discretion.

10 Limitation of Liability; Miscellaneous

10.1 To the fullest extent permitted under applicable law, each member releases Visit Philadelphia, Bandwango, Program partners and affiliates and each of their officers, directors, employees, affiliates and agents from and against any and all liability relating to the Program membership and/or these Terms and Conditions.

10.2 As a condition of participating in this Program, you agree that any and all disputes, claims, and causes of action arising out of or connected with this Program, shall be resolved individually, without resort to any form of class action and exclusively by arbitration under the International Arbitration Rules of the American Arbitration Association. Arbitration will take place in such location in PENNSYLVANIA as VISIT PHILADELPHIA shall determine.

10.3 All issues and questions concerning the construction, validity, interpretation and enforceability of the Terms and Conditions, or your or Visit Philadelphia's, rights and obligations in connection with the Program, 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 or provisions (whether of the Commonwealth of Pennsylvania, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

10.4 These Terms and Conditions constitute the entire agreement between Program participants and Visit Philadelphia pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations, and discussions, whether oral or written. No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

10.5 If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

10.6 Nothing in these Terms and Conditions shall be deemed to exclude or restrict any of your statutory rights as a consumer.

Privacy Policy

N/A

Refund Policy

N/A