

## Business Information

Legal Business Name:			
DBA:			
Business Address (HQ):			
Business Location (if different from Address):			
Type of Business:		State of business formation:	Date of formation:
2017 Revenue:		2018 Revenue:	2019 Revenue:

## Ownership Information

**Owner 1:**

Name:		Percent of Ownership:	
Home Address:			
Gender:		Race:	

**Owner 2:**

Name:		Percent of Ownership:	
Home Address:			
Gender:		Race:	

*For additional owners, provide the information above in the email submission or provide in a separate sheet of paper.*

## Tell Us Your Story

*Tell us your story by completing the sections below in 300 words or less.*

1. Describe your business and its impact to the community.

2. How has COVID-19 impacted your business?

3. How will partnering with the Flyers benefit your company?



4. Is there anything else you would like to tell us about your business?

*By submitting this application, you certify that you have read and agree to the attached Official Rules of the Flyers Hometown Assist Marketing Grant. E-mail your completed application to [FlyersHA@comcastspectacor.com](mailto:FlyersHA@comcastspectacor.com).*



## Philadelphia Flyers Hometown Assist Marketing Grant Official Rules

These Official Rules govern the selection process and award of the Philadelphia Flyers Hometown Assist Marketing Grant (the “Marketing Grant”). In order to be considered for a Marketing Grant, each applicant (and the business for which the applicant is applying) must be in compliance with these Official Rules.

1. **ELIGIBILITY:** The Marketing Grant is open to applicants who meet the following criteria: (a) is 21 years of age or older as of the date of the applicant’s Marketing Grant Application (as defined below); and (b) is the majority owner of a business which: (i) operates primarily in the Flyers’ marketing territory; (ii) has annual operating revenues of no more than three million dollars (\$3,000,000) per fiscal year for the last three (3) years; (iii) has been in operation for at least five (5) consecutive years; (iv) operates independently (e.g. no chains or franchises); and (v) has been affected negatively by the COVID-19 pandemic.

2. **DISQUALIFICATIONS:**

(a) If you are any of the following, you are not eligible to receive a Marketing Grant for your business: (i) an employee of Philadelphia Flyers, L.P. (the “Flyers”) or the National Hockey League or its member teams or their respective parents, affiliates and subsidiaries or the immediate family member (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) or a member of the same household, whether or not related, of each of the above or (ii) a government official (elected or otherwise) or an employee of a government agency.

(b) If your business operates in any of the following areas, you are not eligible to receive a Marketing Grant for your business: (i) pornography or any other related adult business; (ii) tobacco, e-cigarettes or drugs; (iii) weapons of any kind; (iv) if your business denigrates, disparages or reflects negatively on the Flyers; or (v) if your business in anyway promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, or local law, ordinance, or regulation.

(c) If the area in which your business operates conflicts with any advertising exclusivities granted by the Flyers, you are not eligible to receive a Marketing Grant for your business.

Any Marketing Grant Application that does not comply with these Official Rules, in the sole discretion of the Flyers, will be eliminated for consideration for a Marketing Grant.

3. **SUBMISSION PERIOD:** The Flyers will accept Marketing Grant Applications commencing on July 27, 2020 at 9:00 a.m. Eastern Time (“ET”) and ending on August 2, 2020 at 11:59:59 p.m. ET (the “Marketing Grant Application Period”). **To be eligible for consideration, the Marketing Grant Application must be received by the end of the Marketing Grant Application Period.** The Flyers’ computer will be the official timekeeper for all matters related to Marketing Grant Application. Proof of submission of a Marketing Grant Application will not be deemed proof of receipt of the Flyers.

4. **HOW TO APPLY; APPLICATION REQUIREMENTS:**

(a) To apply, applicants must visit [PhiladelphiaFlyers.com/HometownAssist](http://PhiladelphiaFlyers.com/HometownAssist) and follow the directions to complete and submit the Marketing Grant application (the “Marketing Grant Application”).

(b) Marketing Grant Applications must be emailed to [FlyersHA@comcastspectacor.com](mailto:FlyersHA@comcastspectacor.com). No other method of submission will be accepted. Applicants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit any Marketing Grant Application. Applicants must fully complete and submit all non-optional data requested on the Marketing Grant



Application. **LIMIT OF ONE (1) MARKETING GRANT APPLICATION PER BUSINESS.** By submitting a Marketing Grant Application, each Marketing Grant applicant (a) agrees, on behalf of applicant and applicant's business, that he/she owns all right, title and interest in the Marketing Grant Application as of the date of the Marketing Grant Application and has all necessary rights and authorizations to submit it including, without limitation, the express permission of all individuals, content and materials embodied in the Marketing Grant Application to submit it for possible use as provided herein and (b) agrees that applicant's Marketing Grant Application does not violate the NHL Terms of Service (<https://www.nhl.com/info/terms-of-service>) or infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. No Marketing Grant Applications will be acknowledged or returned.

**5. SELECTION PROCESS; SELECTION CRITERIA:**

- (a) Five (5) businesses will be selected from among all eligible Marketing Grant Applications received by the Flyers based on the Judging Criteria (as defined below). All potential Marketing Grant recipients and their businesses are subject to verification (which will include production of documents to verify eligibility) and will be required to execute a Consent, Assignment and Release Agreement and an Affidavit of Eligibility and Release of Liability (the "**Releases**"). Each potential Marketing Grant recipient must return such Releases and any requested documents within the timeframe set forth therein. If a potential Marketing Grant recipient fails to return the Releases and any requested documents within the timeframe stated, it will result in the disqualification of such potential Marketing Grant recipient.
- (b) The selection criteria ("**Selection Criteria**") is as follows: (i) community presence (25%); (ii) impact of COVID-19 on business (25%); (iii) impact that receiving the Marketing Grant Assets (as defined below) would have on business (25%) and (iv) reputation of business (e.g. BBB and other business ratings) (25%). In the event of a tie, the tie breaker will be based on the highest score in the first Section Criteria (community presence), continuing thereafter to each Judging Criteria in order (impact of COVID-19 on business, impact that receiving Marketing Grant Assets would have on business and reputation of business, respectively), as needed to break the tie.
- (c) At least (2) of the five (5) business selected will be "**Black Owned**" in accordance with the qualifications established by Small Business Administration.

**6. MARKETING GRANT ASSETS:** The five (5) recipients who are awarded the Marketing Grants will each receive the following advertising and sponsorship elements (the "**Marketing Grant Assets**"): (a) one (1) thirty second (:30) second radio spot to run on the Flyers' radio network during each 2020-21 Flyers regular season game; (b) one (1) two-minute video featuring the Flyers' in-arena host and the Marketing Grant recipient to be posted on the Flyers' social media channels; (c) advertising on the LED digital signage boards located on the mezzanine concourse and (d) an in-game presentation (with the other Marketing Grant recipients) in which the Marketing Grant recipients are featured, including a video highlighting each Marketing Grant recipient and the opportunity to provide product (at the Marketing Grant recipient's expense) to be distributed to fans. The Flyers reserve the right to substitute any Marketing Grant Asset with another advertising and sponsorship element of comparable value.

**7. EXPENSES:** The Flyers will be responsible and will pay for the reasonable, industry standard costs to implement the Marketing Grant Assets. Any other expenses not specified in these Official Rules are the sole responsibility of and will be paid for by each Marketing Grant recipient (or recipient's business, as applicable).

**8. PUBLICITY:** By accepting the Marketing Grant Assets, each Marketing Grant recipient, on behalf of Marketing Grant recipient and Marketing Grant recipient's business, irrevocably grants to the Flyers, its licensees, contractors, successors and assigns, and each of their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, shareholders, employees, agents, representatives, successors and licensees the irrevocable, perpetual right to use recipient's name, likeness, photograph, voice, dialogue, sounds,



biographical information, personal characteristics and/or other personal identification, any information contained in the Marketing Grant Application and the recipient's business name, logo and other identifying characteristics (collectively, the "Materials"), whether in writing, audio, photograph, video or other form, throughout the universe at any time, in any and all media now known or hereafter devised. The Flyers shall have the right to edit, delete, dub and fictionalize the Materials as the Flyers see fit in their sole discretion and shall be able to exhibit or otherwise exploit the Materials in any manner whatsoever. Each recipient hereby expressly waives any right that recipient may have to approve the Materials or its use, in whole or in part, including, without limitation, recipient's rights of publicity or to any compensation, consideration or notification. Each recipient acknowledges and agrees that the Flyers are under no obligation to use the Materials in any manner.

## 9. GENERAL CONDITIONS:

**NO PURCHASE OR OLIBATION NECESSARY TO APPLY OR TO BE AWARDED A MARKETING GRANT.** By submitting a Marketing Grant Application, each applicant accepts and agrees to be bound by these Official Rules. The Flyers shall have the sole right to disqualify any applicant for violation of these Official Rules or any applicable laws relating to the Marketing Grant, and to resolve all disputes in its sole discretion. The decision of the Flyers will be final in all matters. The Flyers reserves the right to modify these Official Rules for clarification purposes.

The Flyers and the National Hockey League and their respective parents, subsidiaries, affiliates, assigns and licensees, and each of the foregoing entities' officers, directors, employees, representatives and agents (collectively, "**Released Parties**") shall not be responsible for lost, late, stolen, garbled, delayed, undelivered or misdirected Marketing Grant Applications, for incorrect, inaccurate or incomplete Marketing Grant Application information whether caused by an applicant, equipment, or technical malfunction or for any human error, technical error or malfunctions. The Released Parties further shall not be responsible for any technical, computer, network, typographical, printing, human or other errors relating to or in connection with the submission, selection or award of the Marketing Grants, including, without limitation, any errors appearing in any Marketing Grant related-materials including, but not limited, to errors in publicizing, the Official Rules, the selection and announcement of the Marketing Grants recipients or the implementation of the Marketing Grant Assets.

The Released Parties make no warranties, express or implied, relative to the use or enjoyment of the Marketing Grant Assets. To the maximum extent permitted by law, by submitting a Marketing Grant Application, each applicant, on behalf of applicant and applicant's heirs, executors, agents, successors and assigns and applicant's business and its successors and assigns, hereby releases, holds harmless, and forever discharges the Released Parties from any and all claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action whatsoever (including, but not limited to, reasonable outside attorneys' fees and court costs, whether or not in connection with litigation) (collectively "**Claim**") that in any way are caused by, arise out of or relate to the Marketing Grant on any legal theory whatsoever (including, but not limited to, personal injury, property damage, wrongful death, loss of services, rights of privacy and publicity, defamation or false light). Each applicants agrees to defend, indemnify and hold the Released Parties harmless from any and all such Claims, as well as all those that are in any way caused by, arise out of or result from any breach or alleged breach by the applicant of these Official Rules.



By submitting a Marketing Grant Application, each applicant agrees that (i) any and all Claims shall be (1) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (2) settled by binding arbitration in Philadelphia, PA before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (ii) under no circumstance will any applicant be permitted to obtain awards for, and each applicants hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, applicable to contracts entered into and performed exclusively in that state.

10. **QUESTIONS:** Any further questions should be directed to: [FlyersHA@comcastspectacor.com](mailto:FlyersHA@comcastspectacor.com).