

## ZIMRIDE POST A COMMUTE RIDE SWEEPSTAKES

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. THIS SWEEPSTAKES IS ONLY OPEN TO ZIMRIDE ACCOUNT MEMBERS.**

**SWEEPSTAKES SUMMARY AND DETERMINATION OF WINNER:** The Sweepstakes begins at approximately 10:00:00am Pacific Time ("PT") on January 1, 2017, and ends on 11:59:59pm PT on January 31, 2017 ("Sweepstakes Period"). The rules below contain other important deadlines for participating in the Sweepstakes and being eligible to win a prize.

**ELIGIBILITY:** The Sweepstakes is open only to legal residents of any one (1) of the fifty (50) United States or the District of Columbia (excluding U.S. Virgin Islands, Puerto Rico, and U.S. military bases outside the U.S.) who are eighteen (18) years of age or older and at least the age of majority in their state and/or jurisdiction of primary residence under applicable law and who have a Zimride account on the date of entry in this Sweepstakes. **IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY OR OTHER REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO PARTICIPATE OR WIN THE PRIZE, AND SPONSOR RESERVES THE RIGHT NOT TO AWARD A PRIZE TO YOU.** Employees, agents, officers, directors, members, managers, and owners of Sponsor, are not eligible to participate or win a prize in this Sweepstakes.

**TO ENTER:** To enter the Sweepstakes, log in a private Zimride network, click "Post a ride" in the upper right-hand corner of the page, complete the required steps, and submit your commute ride posting during the Sweepstakes Period. Sponsor's database clock will be the official timekeeper for this Sweepstakes.

Limit one (1) entry per person and per Zimride account. Eligible user must be a member of one of the participating private Zimride networks. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, multiple Zimride accounts or otherwise may be disqualified. All entries become the sole property of the Sponsor and receipt of entries will not be acknowledged or returned. Facsimiles, mechanical reproductions, alterations, garbled, incomplete, misdirected, lost, late, mutilated, or forged entries, or entries generated by a macro, bot, or other automated means will not be accepted and are void. Those who do not follow all of the instructions, provide the required information in their entry, or abide by these Official Rules will be disqualified. Entries made by any other individual or any entity, and/or originating at or using any other web site, including, without limitation, commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor and its representative to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations and rules. **The winner may be announced via Sponsor's blog and elsewhere in Sponsor's sole discretion.** By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these "Official Rules" and the decisions of Sponsor, including the interpretation of these Official Rules, which will be final and binding in all respects.

**DRAWING:** Ten (10) Prize winners will be selected in a random drawing [held on February 1, 2017](#) from among all Eligible Entries received. Decision of Sponsor is final. Potential winner will be notified by phone and e-mail by using the phone number and e-mail address associated with the Zimride account. Odds of winning will depend upon the number of eligible entries received. Decision of Sponsor is final. You do not have to be physically present at time of drawing to win. Odds of winning will depend upon the number of eligible entries received.

## **PRIZE & APPROXIMATE RETAIL VALUE ("ARV"):**

Ten (10) winners, subject to verification, will receive one (1) \$10 Starbucks gift card (the "Grand Prize"). ARV of Grand Prize: \$10. All prize details not specified in these Official Rules will be determined in Sponsor's sole discretion. Sponsor is not responsible for and winner will not receive the difference, if any, between the actual value of the prize at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or materials. Sponsor is not responsible for and reserves the right not to award any unclaimed or unawarded prize.

## **WINNER NOTIFICATION:**

Within approximately forty-eight (48) hours after a potential winner is determined, Sponsor or its designee will attempt to notify potential winner that he or she may have won a prize. Potential winner must respond in forty-eight (48) or less hours according to the instructions in the notification, or prize and any further participation may be forfeited in Sponsor's sole discretion. Potential winner may deactivate his or her ride posting following Sponsor after the completion of the eligibility verification and prize fulfillment procedures. It is the potential winner's responsibility to make sure their ride posting has been completed within the designated dates of the Sweepstakes. Prize will only be mailed to winner's address in one (1) of the fifty (50) United States or the District of Columbia. If any prize, prize notification, or Sweepstakes-related communication is rejected, faulty, or returned as undeliverable, if the potential winner does not respond according to the notification's or Sponsor's instructions, or if the winner or potential winner fails to comply with these Official Rules, the prize will be forfeited in Sponsor's sole discretion and an alternate winner may be selected (time permitting) based on the original method of winner selection in Sponsor's sole discretion. If legitimately claimed, the prize will be awarded. Upon prize forfeiture, no compensation will be given and Sponsor will have no responsibility or liability to that participant. To claim the prize, winner must follow the directions in his or her notification.

**ODDS; TAXES; ETC.:** Odds of winning the prize will depend upon the total number of eligible entries received. Sponsor will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address or other contact information. If winner does not accept the entire prize, the prize will be forfeited and Sponsor will have no further obligation with respect to the prize. All federal, state and local taxes, other expenses not specified in these Official Rules as being provided as part of the prize, and any and all other requirements or expenses related to the acceptance or use of any prize are the winner's sole responsibility. **THE WINNER AGREES THAT THE PRIZE IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).**

**RESTRICTIONS:** Winner may make no substitution or transfer of prize and the prize may not be sold, auctioned or traded. No substitutions or exchanges (including for cash) of the prize will be permitted, except that Sponsor reserves the right to substitute the stated prize with another prize thereof of equal or greater value for any reason, including, without limitation, prize unavailability. No more than the prize explicitly described above in the "Prize & Approximate Retail Value" section of these Official Rules will be awarded.

**GRANT OF RIGHTS:** Entry into the Sweepstakes constitutes permission for Sponsor and its licensees and agents to use winner's name, likenesses, prize information, photograph, voice, biographical and entry information, and/or comments for purposes of advertising and trade throughout the world, including on the internet, without further notice, permission, review, or compensation, except where prohibited by law. As a condition of being awarded the prize, the winner may be required to confirm such permission in writing. Nothing contained in these Official Rules obligates Sponsor or its licensees or agents to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use.

**LIMITATION OF LIABILITY: BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE TO RELEASE, HOLD HARMLESS AND INDEMNIFY SPONSOR, ITS PARENT AND SUBSIDIARY COMPANIES, AFFILIATES, DIVISIONS, FRANCHISEES, CONSULTANTS, SUB-CONTRACTORS, SUPPLIERS, DISTRIBUTORS, LEGAL COUNSEL, ADVERTISING, PROMOTION, FULFILLMENT, MARKETING AND PUBLIC RELATIONS AGENCIES, AND INDEPENDENT CONTRACTORS, AND THE RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AND AGENTS OF EACH (COLLECTIVELY, "RELEASED PARTIES") FROM ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, INJURIES, LOSSES, LIABILITY, OR DAMAGES OF ANY KIND, INCLUDING ATTORNEYS' FEES, ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES, WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY PRIZE- OR SWEEPSTAKES-RELATED ACTIVITY, OR DELIVERY, POSSESSION, AWARDING, MISDELIVERY, ACCEPTANCE, USE, MISUSE OR INABILITY TO USE OR REDEEM THE PRIZE (INCLUDING, WITHOUT LIMITATION, CLAIMS COSTS, INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, LOSS, DAMAGE, ACCIDENT, OR DESTRUCTION TO OR OF PERSON OR PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL).**

**ADDITIONAL DISCLAIMERS:** Without limiting any other provision in these Official Rules, Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof in the event that any of the Sweepstakes activities or the Released Parties' operations or activities are affected, as determined by the Sponsor in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above.

Released Parties are not responsible for any misprints, typographical or other error in these Official Rules, in any Sweepstakes-related advertisements or other materials, or the printing, the offering or the announcement of any prize or in the administration of the Sweepstakes.

**ADDITIONAL TERMS:** Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the entrant or by human error: incomplete, illegible, undecipherable, lost, late, damaged, faulty, failed, inaccurate, garbled, delayed, misdirected or mutilated entries, entry information, text messages, e-mail messages, electronic or digital communications, mail or Sweepstakes-related correspondence or materials or postage-due mail; entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of the stated limit; any technical problems, incorrect announcements of any kind; hardware or software failures of any kind; any error, omission, interruption, deletion, defect, or delay in operation, communication, or transmission; theft or destruction or unauthorized access to or alteration of entries; viruses, technical, network, telephone, computer hardware or software malfunctions of any kind; interrupted or unavailable cable or satellite systems; lost or unavailable network connections; or inaccurate transmission of, or failure to receive any entry information on account of technical problems or failures of any wireless, cellular or Internet service providers, traffic congestion on the Internet or at any web site or any combination thereof, which may limit a person's ability to participate in this Sweepstakes or receive communication from Sponsor and its representatives.

In the event of a dispute concerning who submitted a ride posting, the ride posting will be declared by the authorized account holder of the e-mail address associated with the Zimride account for the potentially winning ride posting, but only if that person otherwise meets the eligibility criteria in this Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an

Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the e-mail address associated with the Zimride account. The potential winner may be requested to provide Sponsor with proof that he/she is the authorized account holder of the e-mail address associated with the Zimride account for the potentially winning ride posting. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. In the event a dispute as to the identity of a winner results in a corporation being deemed the authorized account holder and awarding of a prize is in conflict with that corporation's written policy, the prize may be forfeited and an alternate winner may be selected. The corporation is not entitled to claim the prize.

As a condition of being awarded the prize, the winner may be required to execute and deliver to Sponsor a signed affidavit of eligibility, acceptance of these Official Rules, and release of liability and publicity, and any other legal, regulatory, or tax-related documents required by Sponsor or law without alteration and within the time frame specified by Sponsor in its sole discretion. All winner documents are subject to verification by Sponsor.

**NOTE:** ANY ATTEMPT TO DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISPUTES/GOVERNING LAW/VENUE:** Except where prohibited, as a condition of participating in this Sweepstakes, each entrant agrees that any and all disputes that cannot be resolved between the entrant and any Released Party, claims and causes of action arising out of or connected with this Sweepstakes, or the prize awarded, or the determination of the winner must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an entrant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-pocket expenses (if any), not to exceed ten dollars (\$10), and entrant further waives all rights to have damages multiplied or increased.

THIS SWEEPSTAKES, THESE OFFICIAL RULES AND ANY DISPUTE ARISING UNDER OR RELATED THERETO (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) WILL BE GOVERNED, CONSTRUED AND INTERPRETED UNDER THE LAWS OF MISSOURI, U.S.A. WITHOUT REFERENCE TO ITS CONFLICTS OF LAW PRINCIPLES. ANY LEGAL ACTIONS, SUITS OR PROCEEDINGS RELATED TO THIS SWEEPSTAKES (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) WILL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN ST. LOUIS, MISSOURI AND EACH ENTRANT IRREVOCABLY ACCEPTS, SUBMITS, AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THESE COURTS WITH RESPECT TO ANY LEGAL ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATED TO THIS SWEEPSTAKES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

**OFFICIAL RULES/WINNER LIST:** The name of the winner may be obtained approximately two (2) to four (4) weeks after the end of the Sweepstakes Period and a copy of these Official Rules may be obtained during the Sweepstakes Period by sending your request (indicate "winner list" or "official rules" on your request) with a self-addressed stamped envelope to: "UC Riverside Zimride January Post a Commute Sweepstakes", c/o Enterprise Holdings, Inc., 600 Corporate Park Dr., St. Louis, MO 63015. Vermont residents may omit stamp for Official Rules requests. Only one (1) request of either type per outer envelope, mailed separately, will be fulfilled. Requests for the winner list must be received no later than six (6) months after the end of the Sweepstakes Period.

**SPONSOR:** Enterprise Holdings, Inc., 600 Corporate Park Dr., St. Louis, MO 63015. Any questions, comments or complaints regarding the Promotion should and will be directed to Sponsor.