

## Uber – San Diego Halloween Sweepstakes Official Sweepstakes Rules

**BY SUBMITTING AN ONLINE ENTRY TO THIS SWEEPSTAKES DURING THE SWEEPSTAKES PERIODS, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE SWEEPSTAKES ENTITIES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**NO PURCHASE (OR EVEN TAKING A RIDE WITH UBER) NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. INTERNET ACCESS AND ONLINE ENTRY IS REQUIRED. REGISTRATION FOR A USER ACCOUNT AT UBER.COM IS REQUIRED. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.**

Uber Technologies, Inc. ("Uber") is offering the "Uber – San Diego Halloween Sweepstakes" (the "Sweepstakes"). The Sweepstakes is subject to these official rules (the "Official Rules"), and by entering, entrant ("Entrant") agrees to be bound by them and the decisions of Uber, which are final and binding in all respects.

**1. Eligibility:** The Sweepstakes is open to legal residents of the State of California who are 21 years of age or older at the time of entry who are existing or become new registered users of the Uber service and who receive a promotional code for the Sweepstakes ("Promotional Code") via email, blog post or social media. VOID WHERE PROHIBITED. Employees, officers and representatives and members of the immediate family members (*i.e.*, parent, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) of Uber and its affiliated companies, parent companies, subsidiaries, participating promotional partners, Uber driver partners, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfillment of the Sweepstakes (the "Sweepstakes Entities") are not eligible.

**2. How To Enter:** The Sweepstakes begins on or about 12:00 am Pacific Time ("PT") on Friday, October 16, 2015 and ends at 11:59 pm PT on Monday, October 26, 2015 (the "Sweepstakes Period"). There are two (2) ways you can enter the Sweepstakes:

(A) By Online:

- i. You must be a current Uber user to be eligible for this Sweepstakes, so entrants must either have an existing Uber user account or must activate a new Uber user account to enter the Sweepstakes. To enter, during the Sweepstakes Period, visit [uber.com](http://uber.com) or download the free Uber App (if you do not already have it) and either (a) sign in to your Uber user account or (b) complete the registration process to activate an Uber user account by providing the following information: first name, last name, a valid email address, password and mobile telephone number (including area code). Each Entrant who is activating a new Uber account will also be required to enter valid credit card information to register for an Uber user account.
- ii. Then, during the Sweepstakes Period you must (i) through the Uber App enter the following applicable promotional code for the sweepstakes that you wish to enter:
  - a. Enter promotional code "SDZOMBIE" if you wish to enter the sweepstakes to win tickets to the San Diego Zombie Crawl (<http://sandiegozombiecrawl.com>);
  - b. Enter promotional code "SD MONSTERBASH" if you wish to enter the sweepstakes to win tickets to the San Diego Monster Bash (<http://www.sandiegomonsterbash.com>); and/or
  - c. Enter promotional code "SDHORRORSTORY" if you wish to enter the sweepstakes to win tickets to the rmd Halloween Party (<http://rmdhalloween.com>).
- iii. Last, request and complete one (1) ride via the Uber App within San Diego metropolitan area.

(B) Alternative Method of Entry: Entrants may utilize email as an alternate means of entry. Entrants must send an email to [emailentry@uber.com](mailto:emailentry@uber.com) specifying the name of the sweepstakes in the subject line of the email. Entrants must also include ONLY the following details in the body of the email: Entrant's

email address, name and the applicable promotional code set forth in Section 2(A)(ii) above for the sweepstakes the entrant wants to enter. All email entries must be received by no later than the end of the Sweepstakes Period.

There is a limit of one entry per person for each sweepstakes. For the avoidance of doubt, an individual may enter each of the Promotional Codes in Section 2(A)(ii) and be entered for a chance to win tickets to all three events. Normal time rates, if any, charged by the Entrants' Internet service or mobile provider will apply.

The odds of winning depend on the total number of eligible entries received within the Sweepstakes Period.

When submitting their entry, Entrants are required to provide complete and truthful information. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Uber's sole and absolute discretion. Entries submitted by persons who do not meet the eligible requirements (including all requirements with respect to age and residence) are void. The use of any scripts, computer programs, robotic repetitive, macro, automatic, programmed or similar automated entry methods or agents to submit entries will void all entries submitted by that person or that person's agents. Uber will disqualify any entry from individuals who do not meet the eligibility requirements. All entries submitted in compliance with these Official Rules and not disqualified or void are considered "Eligible Entries." All entries are the property of Uber.

By entering the Sweepstakes, Entrants: (a) agree to be bound by these Official Rules and by the interpretation of these Official Rules by Uber and by the decisions of Uber, which are final and binding in all respects; (b) acknowledge compliance with these Official Rules; (c) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (d) agree to release and hold harmless the Sweepstakes Entities from and against any claims, injury or damages arising out of or relating to participation in the Sweepstakes and/or the use, misuse or redemption of the Prize, and for any claim including claims based upon defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Sweepstakes, the Prize, or Uber's advertising and marketing related to the Sweepstakes, Entrants or the Winner. Winning the Prize is contingent upon fulfilling all requirements set forth herein. Winner's guest, if any, will also be required to agree to such a release.

**4. Prize:** Fifteen Prizes are available to be won:

(A) Five Prizes shall consist of a pair of tickets to the San Diego Zombie Crawl and two credits (each credit being valued at \$100 off such user's in-app purchase) to use via the mobile applicable "Bottles Tonight". The ARV of each of the five prizes is \$340.

(B) Five Prizes shall consist of a pair of tickets to the San Diego Monster Bash and two credits (each credit being valued at \$100 off such user's in-app purchase) to use via the mobile applicable "Bottles Tonight". The ARV of each of the five prizes is \$350.

(C) Five Prizes shall consist of a pair of tickets to the rmd Halloween Party and two credits (each credit being valued at \$100 off such user's in-app purchase) to use via the mobile applicable "Bottles Tonight". The ARV of each of the five prizes is \$280.

If for any reason the Prize is unavailable or the Prize or related event is delayed, cancelled or postponed, or for any other reason, Uber reserves the right to modify the Sweepstakes in its sole discretion and award a substitute prize, or portion of prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by a Winner. The Sweepstakes Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize. In the event a potential Winner cannot accept the Prize, an alternate Winner will be randomly drawn from all remaining Eligible Entries. All costs and expenses not specifically listed above as part of the Prize are solely Winner's responsibility. The Prize is provided "as is". Entrants acknowledge that the Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize, including any implied warranty of merchantability of fitness for a particular purpose. Any prize pictured in advertising and other Sweepstakes materials are for illustrative purposes only.

The value of the Prize will be taxable to the Winner as income. An IRS Form 1099 and W9 will be issued in the name of the Winner for the actual value of the Prize awarded. All U.S. federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of the Prize not specifically provided for in these Official Rules are solely the Winner's responsibility (regardless of whether the prize, in whole or in part, is used).

**5. Winner Selection and Notification:** The potential "Winner" for the Sweepstakes will be determined via random drawing, from all Eligible Entries received during the Sweepstakes Period. The Grand Prize will be randomly drawn first followed by each of the additional three prizes available. Winner will be chosen within forty-eight (48) hours of the end of the Sweepstakes Period. The Prize will be awarded to the authorized account holder of the email

address submitted with the entry regardless of the individual who submitted the winning entry. The authorized account holder is the person who is assigned to the e-mail address by an Internet service provider or other organization that is responsible for assigning e-mail addresses or the domain names associated with e-mail addresses. The potential Winner will be notified within three (3) business days of the drawing. The potential Winner will be notified by email (at the email address provided with the entry), and will be required to confirm his/her email address. If the potential Winner cannot be reached after a reasonable effort has been exerted and/or fails to respond to confirm his/her email address within three (3) days from when the initial notification email is sent, the potential Winner forfeits the Prize, and an alternate potential Winner will be randomly drawn from all remaining Eligible Entries received during the Sweepstakes Period. If the alternate potential Winner is unable to accept the Prize, the Prize is forfeited and another alternate potential Winner will be randomly drawn from all remaining Eligible Entries received during the Sweepstakes Period. This Winner selection and notification process shall be continued until a Winner is confirmed. If the Prize or a prize notification is returned as undeliverable, the Prize will be forfeited and an alternate potential Winner will be randomly drawn.

**6. Winner Verification:** Each potential Winner may be required to prove eligibility, including, without limitation, proof of age, residence and identity, which may include submitting a copy of a driver's license, passport or similar government issued identification within three (3) days of being notified of being a potential Winner.

A potential Winner (or any alternate potential Winner if one must be selected) is not official and shall not be confirmed as the Winner until he/she has completed, signed and returned documentation required by Uber — including a notarized Affidavit of Eligibility, release of liability, (except where prohibited) publicity release form, and a completed IRS W-9 form, and the eligibility of the potential Winner has been verified. Forms must be received within thirty (30) days after notification of winning. If a potential Winner does not complete all forms necessary within the time given and/or in the event of non-compliance by a potential Winner, such potential Winner shall be disqualified and shall forfeit the prize, and all privileges otherwise due as a Winner shall be terminated and an alternate potential Winner will be chosen in a random drawing from among all of the remaining Eligible Entries.

Provided that a potential Winner is in compliance with the Official Rules and after having successfully proven eligibility, the potential Winner will be determined to be a Winner. Uber expressly reserves the right to delay the announcement of the Winners for any reason it deems necessary. In addition, Uber reserves the right to select an alternate Winner in the event that any potential Winner fails to comply with these Official Rules.

If, for any reason, more bona fide winners come forward seeking to claim the Prize in excess of the Prize for the Sweepstakes available as set forth in these Official Rules, the Winner of the Sweepstakes' Prize available may be selected in a random drawing from among all persons making purportedly valid claims for each such Prize. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. The Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected or unsuccessful efforts to notify the potential Winners.

**7. Liability Release and Indemnity:** By entering the Sweepstakes, Entrant agrees that Uber, any other Sweepstakes Entities, and each of their respective parents, subsidiaries, affiliated companies, employees, officers, directors, shareholders, agents, retailers, distributors and representatives are indemnified, released and will be held harmless by Entrant from any and all liability, for any damages, injuries or losses of any kind to person(s), including death, or property, arising directly or indirectly from the acceptance, possession, misuse or use of the Prize. The Prize is offered and provided "as is" with no warranty or guarantee by Uber, either express or implied.

By participating in the Sweepstakes, each Winner acknowledges that the Sweepstakes Entities have not and will not obtain or provide automotive or other insurance of any kind relating to the Prize and that the Winner will be responsible for obtaining and paying for automotive, accident, property, life, travel, or other form of insurance relating to the Prize that the Winner deems appropriate.

Entrants agree to indemnify and hold harmless the Sweepstakes Entities from any and all liability arising out of or relating in any way to Entrant's participation in the Sweepstakes and to release all rights to bring any claim, action or proceeding against the Sweepstakes Entities arising out of participation in the Sweepstakes, use of the Sweepstakes website(s), or receipt or use of the Prize or any other prize, including but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property (including to any computer systems resulting from participation in or accessing or downloading information in connection with the Sweepstakes), which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use of any prize (including, without limitation, any travel or Uber trips or rides taken by Entrant in connection with using the Prize). Entrants assume all liability for an injury or damage caused, or claim to be caused, by participation in the Sweepstakes, the use of the Sweepstake website(s), or the acceptance, receipt, or use of any prize or prize component. Entrants further agree that in any cause of action, the

Sweepstakes Entities' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Sweepstakes Entities be liable for attorney's fees.

The Sweepstakes Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any human, mechanical or electronic error that may occur in the processing of the entries in the Sweepstakes, or other errors appearing within the Official Rules or in the Sweepstakes related advertisements. The Sweepstakes Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of the Sweepstakes, errors in processing entries, identifying the Winners, in the announcement of the Prize and Winners, the delivery of any Prize, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site including uber.com, or any combination thereof, including, without limitation, any injury or damage to Entrant's or any other person's computer system/software related to or resulting from participation in, uploading any materials or downloading any materials in the Sweepstakes. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. Uber reserves the right in its sole discretion to disqualify any person it suspects or finds (i) to have tampered with the entry process or the operation of the Sweepstakes; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Winner or the Sweepstakes Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with the Sweepstakes; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Grant of Rights.** By entering, Entrant irrevocably consents to the use of his or her name, image, photograph, likeness, biographical information, and any video footage related to the Prize, for Uber's advertising, promotional or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation, unless prohibited by law.

**9. General Terms.** The Sweepstakes Entities are not responsible if the Sweepstakes cannot take place, or if the Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of the Sweepstakes Entities. If, for any reason the Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sweepstakes Entities, which, in Uber's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Uber reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes or any part of the Sweepstakes. If the Sweepstakes or any part of the Sweepstakes is terminated or modified prior to the closing date of the Sweepstakes, notice will be posted on uber.com. If time permits and the Prize will be awarded to a potential Winner to be selected in a random drawing from among all of the remaining uncorrupted Eligible Entries received prior to any such event outside of the reasonable control of Uber. Uber reserves the right to modify and amend these Official Rules from time to time during the Sweepstakes for clarification purposes.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, UBER RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Uber's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in the Sweepstakes-related materials, privacy policy or terms of use on a website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Uber's sole and absolute discretion.

**10. Privacy:** All information submitted by Entrants and collected by Uber in connection with Entrant's entry will be subject to and will be treated in a manner consistent with Uber's web site Terms and Conditions accessible at:

<https://www.uber.com/legal/terms> and Uber's User Privacy Policy available at: <https://www.uber.com/legal/privacy>. By participating in the Sweepstakes, Entrants hereby agree that Uber may collect and use their personal information submitted with the entry, and acknowledge that they have read and accepted the Uber User Privacy Policy. Among other things, the information you provide may be used for sending Entrants company updates and announcements about Uber and its products and/or services.

**11. Binding Arbitration:** Except where prohibited by law, Entrant agrees: (1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) any dispute, controversy or claim arising out of or relating to the Sweepstakes or any prize awarded shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect; (3) any arbitration shall be heard by one arbitrator to be selected in accordance with the AAA Rules, in San Francisco County, California; (4) unless both Entrant and Uber agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of class or representative proceeding; (5) judgment upon any award rendered may be entered in any court having jurisdiction thereof; and (6) any award or judgment shall be subject to all limitations and releases set forth in these Official Rules and be limited to actual out of pocket damages, and shall not, in any event, include any punitive, exemplary, consequential or incidental damages, attorney's fees or costs of bringing a claim, or any injunctive or other equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

**12. Governing Law:** All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Uber in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the California law without giving effect to any choice of law or conflict of laws rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

**13. Request for Name of Winner and Official Rules:** All requests for a copy of the Official Rules and for the names of the Winners must be made within thirty (30) days of the end of the Sweepstakes Period. For the name of the Winners and/or Official Rules: (i) send a self-addressed, stamped envelope postmarked to Uber – Uber – San Diego Halloween Sweepstakes, 1455 Market St., Suite 400, San Francisco, CA 94103, Attn: Legal; and (ii) write "Winners' Names" and/or "Official Rules" on the lower left hand corner of the envelope.

**14. Sponsored and Administered by:** This Sweepstakes is sponsored and administered by Uber Technologies, Inc., 1455 Market St., Suite 400, San Francisco, CA 94103.