

UBER CHARLOTTE HUMP DAY HERO
OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING

1. SPONSOR: Uber Technologies, Inc., 1455 Market St., San Francisco, CA 94103, is responsible for all aspects of this contest ("Contest").

2. BRIEF OVERVIEW OF CONTEST: This is a Contest to be entered during the period commencing at 9:00 am on February 3, 2015, and ending at or before 4:00 pm on February 4, 2015 ("Entry Period"). It is a Contest for you ("Contestant") to share and redeem a unique promotional code (the "New User Promo Code") with a chance to be selected as the winner among those Contestants submitting Entries (as defined below). Sponsor's appointed judges (the "Judges") will select the winner of the Prize by applying the Criteria (as defined below). For purposes of these official rules ("Rules"), all times and days are Eastern Time. Sponsor's computer is the official time keeping device for this Contest. The awarding of each prize is subject to the eligibility and forfeiture provisions set forth below.

3. ELIGIBILITY: To be eligible for this Contest, at the time of entering you must be: (1) a natural person legally residing in, and physically located within, Charlotte, North Carolina ("Territory"); (2) 21 years of age or older; (3) a registered user of the Sponsor App's terms of use agreement ("TOU"); (4) a registered user of Website; (5) not an employee of Sponsor; its parent, subsidiary, affiliated or successor companies; the advertising, promotional or fulfillment agencies of any of them (individually and collectively, "Entities"); nor a Household member or Immediate family member; and (6) willing to have your Entry featured and published on the Website, Sponsor App or otherwise distributed, in connection with, or to promote, the Contest and/or the Sponsor App or other Sponsor communications or materials. "Household members" shall mean people who share the same residence at least three months a year. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses.

4. ENTRY: During the Entry Period, you may enter the Contest by sharing the New User Promo Code to be redeemed by yourself and your colleagues (each, an "Entry"). By submitting an Entry, you will be deemed to accept these Rules. Only valid Website accounts (individually, "Handles") will be accepted for registration as determined solely by the Sponsor; and, at Sponsor's sole discretion, a Contestant will be disqualified if he/she creates invalid Handles with intent to affect the integrity of the Contest. Normal Internet access and usage charges imposed by your online service will apply. It is your sole responsibility to notify the Sponsor in writing if you change your Handle.

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

Contest at Sponsor's sole and absolute discretion. Entries submitted by persons who do not meet the eligibility 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. Sponsor 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."

5. CONTEST MATERIALS: "Contest Materials" include: (1) all information and material submitted by you in connection with the Contest, including the Entry and all other forms, contracts or releases required to be submitted by you as a Contestant, whether required by Sponsor prior to or after Entry; (2) your name, voice, likeness, image, Handle, caption and biographical data as contained in or reflected by the Entry and (3) all photographs, artwork, writings, statements, dramatic materials, ideas, quotations and any other intellectual properties created by you in connection with the Contest, whether submitted to the Sponsor or not, including the Entry. All material owned by the Sponsor or the Sponsor's affiliated companies, including but not limited to any picture, logo, title art, etc., shall remain their property and you shall acquire no rights therein by virtue of the Contest.

Except as specifically provided herein, by entering the Contest, you hereby grant to Sponsor a non-exclusive, fully-paid, irrevocable, royalty-free, sublicenseable (through one or more tiers) and transferable worldwide license to use, disclose, reproduce, transmit, display, distribute, store, modify, adapt, translate, create derivative works based upon, publicly perform and otherwise exploit the contents of the Contest Materials, in whole or in part, in all media, formats and channels now known or hereafter devised, for the duration of the rights in each country, area and space, and throughout the universe, in perpetuity and in all languages, formats and versions. Upon Sponsor's request, you agree to assist the Sponsor in obtaining the consent for any other applications.

6. LIMITATIONS: By submitting the Contest Materials in the Contest, you represent and warrant to Sponsor that the Contest Materials and everything depicted therein: (1) do not originate from a magazine, newspaper or other commercial or proprietary source; (2) do not infringe upon or otherwise violate any right of any person, firm or entity; (3) do comply with the TOU and the Rules; (4) do not contain any trademarks, logos, insignia, location signage, photographs, artwork or sculptures or other material (e.g., on props, costumes, background) that would infringe any third party's copyrights or trademarks; (5) have not previously been submitted in a contest of any kind or exhibited or displayed publicly through any means; (6) do not contain the likeness or photograph of any person other than you; (7) do not contain material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.),

offensive, threatening, profane, harassing, defamatory, libelous, infringing or otherwise objectionable or unlawful as determined by Sponsor in its sole discretion; and (8) do comply with the terms and conditions applicable to the Website. You further represent and warrant to Sponsor that: (a) you have all rights, licenses, permissions and consents necessary to submit the Contest Materials in accordance with the Rules; (b) no person or entity other than you has any right, title or interest in and to any part of the Contest Materials; (c) you are not subject to any agreement or arrangement that would interfere with your entering this Contest and granting all the rights granted hereunder or that would conflict with any other documentation required hereunder and (d) no animal has been harmed in connection with the Contest. Sponsor may, in its sole discretion, disqualify and remove any Contestant that Sponsor deems to be in violation of these Limitations at any time. All Entries must be received during the Entry Period. Limit of one (1) Entry per person and Handle (regardless of whether one person has more than one Handle or more than one person use the same Handle). In event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person who holds the email address with which the Handle is registered. Entries by any method other than set forth above in Section 4 are void. Any use of automated or programmed methods of effecting Entry is prohibited. Neither the Sponsor, nor any of its officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries from persons residing, or physically located, outside the Territory; or Entries that are altered, contain the images of more than one person, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or any printing, production, technical, electronic or other errors; or for lost, interrupted or unavailable network, server or other connections; miscommunications; failed phone, computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in Contestant's email account to receive email; or other errors of any kind, whether due to electronic, mechanical or human error or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified; and any Contestant who attempts to enter with multiple Handles or account or under multiple identities will be disqualified. Sponsor is not obligated to communicate with any Contestant during the duration of the Contest. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations. Please review these Rules and the TOU carefully; however, in the event of a conflict between these Rules and the TOU, these Rules will control.

7. PRIZE: One (1) Prize. The winner ("Winner") will be the Contestant who receives the highest score based on the Criteria. Winner will receive up to \$10 per person (for up to twenty (20) individuals) to be redeemed for beverages at Blackfinn Ameripub in Charlotte, North Carolina. Tax and tip will also be included in the Prize. All expenses not specifically mentioned herein are excluded and are solely the Winner's responsibility.

Approximate Retail Value (“ARV”) of Prize: \$300. The Prize cannot be used in conjunction with any other promotion or offer. Any depiction of any prize is for illustrative purposes only. Prizes are not redeemable for cash and are not transferable. No substitution allowed except, at Sponsor’s sole discretion, a prize of equal or greater value may be substituted. All Prizes will be awarded provided there are sufficient eligible Entries received and provided Prizes are validly claimed by [February 4, 2015], after which no alternate winners will be selected, nor unclaimed Prizes awarded. Any and all federal, state and local taxes associated with the receipt or use of a Prize are the sole responsibility of each winner.

Optional Bonus Prizes. From time to time during the Contest, Sponsor may in its sole discretion award bonus prizes to Contestants.

8. PROCEDURE/Judging: Sponsor’s appointed Judges will select the winner of the Prize by applying the following judging criteria: the New User Promo Code with the highest number of redemptions during the Entry Period (the “Criteria”). The judging process will be completed and the Winner announced online on or before February 4, 2015. Winner will be selected based on the Criteria. Winner will be selected at 5:00 pm on February 4, 2015. The decisions of the Judges will be final on all matters relating to the judging.

9. WINNERS: The Winner will be notified via the Email. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: (1) potential winner’s failure to respond to notification within twenty four (24) hours after its mailing; (2) the return of any notice or a prize as undeliverable; (3) potential Winner’s failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within one (1) day from date of receipt; (4) potential winner’s failure to submit a requested statement of originality; (5) potential winner’s failure to submit any requested third party releases, including location and talent releases; (6) potential winner’s failure to meet deadlines; (7) potential winner’s failure to provide Sponsor with satisfactory proof that he/she is the Authorized Account Holder of the Handle associated with a winning Entry; (8) potential winner’s failure to validly claim any Prize within one (1) day after it is sent; (9) potential winner’s failure to authorize a background check in writing via a Background Check Authorization Form within three (3) business days after it is sent; (10) potential winner’s failure to validly claim any prize by [February 4, 2015]; (11) potential winner is under the age of 21; and (12) any other non-compliance with Rules, including anyone found giving false information. In the event of a Prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate winner. All guests of Winner, if any, will be required to execute a Release of Liability prior to participating.

10. PRIVACY POLICY/DATA COLLECTION: Information provided by you for this Contest, if any, is subject to Sponsor’s privacy policy located at www.uber.com/legal/privacy (“Privacy Policy”).

11. CONDITIONS: By entering this Contest, you agree, represent and warrant that: (1) you will be bound by the Rules, TOU and Sponsor’s decisions, which shall be final in all respects; (2) the Entry will not be acknowledged or returned; (3) you release and

hold harmless the Releasees from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the Entry, selection or use of a Entry or from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize; participation in this Contest or in any Contest-related activity or travel or from any interaction with, or downloading of, computer Contest information; (4) the prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose); (5) Winner's acceptance of a prize constitutes the grant to Sponsor and assigns of an unconditional right to use Winner's name, address (city and state only), voice, likeness, photograph, biographical and prize information and/or statements about the promotion for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law; (6) in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Contest, so that it cannot be conducted as originally planned, except where prohibited by law, Sponsor has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Contest; and in such event, to select winners by such method as Sponsor in its sole discretion shall consider equitable; (7) the Releasees are not responsible for typographical or other errors in the offer or administration of the Contest, including but not limited to: errors in the advertising, Rules, selection and announcement of the Winners and distribution of the prizes; (8) any portion of any prize not accepted or used by any Winner will be forfeited; (9) the Releasees are not responsible for any inability of any Winner to accept or use any prize (or any portion thereof) for any reason; (10) the Sponsor has the right, in its sole discretion, to disqualify any individual it suspects: to be doing any of the following: (a) tampering or attempting to tamper with the entry process or the operation of the Contest; (b) violating the Rules, TOU or the Privacy Policy; (c) violating any other terms, conditions of use and/or general rules or guidelines of any Contest property or service or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or for any other good cause as determined solely by the Sponsor; (11) since any attempt by any individual to deliberately damage the Sponsor App or undermine the legitimate operation of the Contest or the Sponsor App is a violation of these Rules as well as criminal and civil laws; and should Sponsor believe or become aware that such an attempt has been, is being, or will be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution; (12) Sponsor has the right to conduct a background check ("Check") of any and all records of the Winner and any guests, if any (individually, a "Participant"), including without limitation, civil and criminal court records and police reports, which they, to the extent necessary under law, shall authorize; (13) Sponsor may take all steps necessary to corroborate any information provided to Sponsor by any Participant and Participants will be obligated to provide necessary contacts and information for the Check; (14) Sponsor

has the right, in its sole discretion, to disqualify any Participant from any prize element, based on the Check; (15) all disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to this Contest, the meaning or interpretation of the Rules or any prize awarded shall be resolved by applying the laws of California, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts located in San Francisco, California; (16) all Claims shall be resolved individually, without resort to any form of class action; (17) all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any Contestant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased and (18) Sponsor has the right to modify prize award procedures at its sole discretion.

12. RULES & WINNER'S LIST: For Winners list, within two weeks after February 4, 2015, send a self-addressed, stamped envelope to: Uber Technologies, Inc., 1455 Market St. Suite 400, San Francisco, CA 94103, Attention: Legal – Uber Charlotte Hump Day Hero Winner. A copy of the Rules may be obtained by printing this web page.