

Arrive Rochester Carpool Week Challenge 2019

(the “Contest”)

- 1. HOW TO ENTER: NO PURCHASE NECESSARY.** Contest begins at 12:01 a.m. CDT on Monday, April 8 and ends Friday, April 12, 2019 at 11:59 p.m. CDT (the “Contest Period”). To enter the Contest online, record a carpool trip with the Arrive Rochester Commuter Rewards Tool found at arrive.agilemile.com. Only completed entries submitted during the Contest Period, as determined by the timestamp allocated to the entry in the Arrive Rochester Commuter Rewards Tool, are eligible to enter the draw. All fields on the entry form must be completed unless indicated as optional. Automated, programmed, scripted or robotic entries are prohibited and will be disqualified from the Contest. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If the Contestant (“You”) use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Arrive Rochester.
- 2. ELIGIBILITY:** The Campaign is only open to legal residents or workers of Rochester, Minnesota, and is void where prohibited by law. This Campaign is open only to those who sign up at arrive.agilemile.com and who are 18 years of age or older as of Monday, April 8, 2019. Employees of Arrive Rochester, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- 3. AGREEMENT TO RULES:** By participating, You agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Arrive Rochester as final and binding as it relates to the content of this Campaign.
- 4. PRIZES:** The Winner(s) of the Campaign (the “Winner”) will receive one (1) of the following three (3) prizes: 1. \$50 Coffee Gift Card, 2. \$100 Dining Gift Card at Cameo at the Castle, 3. \$200 Gas Card. The retail value of the prizes are \$50, \$100, and \$200 respectively. No difference between the actual and approximate retail values will be awarded. No cash or other prize substitution shall

be permitted except at Arrive Rochester's discretion. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Arrive Rochester to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. Prizes will only be awarded to verified winners.

5. **ODDS:** The odds of winning depend on the number of eligible entries received.

6. **WINNER SELECTION AND NOTIFICATION:** Winner will be selected by a random drawing on April 15, 2019. Winner will be notified by email within five (5) days following selection of Winner. Arrive Rochester shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within three (3) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, within fourteen (14) days of the first attempt to contact him or her, the prize may be forfeited and an alternate Winner selected. This process will be repeated until the prize is awarded. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT ARRIVE ROCHESTER'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

7. **RIGHTS GRANTED BY YOU:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that Arrive Rochester, anyone acting on behalf of Arrive Rochester, and Arrive Rochester's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

8. TERMS & CONDITIONS: Arrive Rochester reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Arrive Rochester's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Arrive Rochester may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Arrive Rochester. Arrive Rochester reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Arrive Rochester has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Arrive Rochester reserves the right to seek damages to the fullest extent permitted by law.

9. LIMITATION OF LIABILITY: By entering, You agree to release and hold harmless Arrive Rochester and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

10. DISPUTES: THIS CAMPAIGN IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF MINNESOTA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or

connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Minnesota having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

11. PRIVACY POLICY: Information submitted with an entry is subject to the Privacy Policy stated on the Arrive Rochester Trip Recording website. To read the Privacy Policy, [click here](#).

12. TWITTER: The Campaign hosted by Arrive Rochester is in no way sponsored, endorsed, administered by, or associated with Twitter.

13. FACEBOOK: The Campaign hosted by Arrive Rochester is in no way sponsored, endorsed, administered by, or associated with Facebook.