

## **iCommute Social Media Monthly Prize Sweepstakes**

### **NO PURCHASE NECESSARY TO ENTER OR WIN, NO PURCHASE OR PAYMENT WILL INCREASE YOUR CHANCE OF WINNING**

#### TERMS AND CONDITIONS

These rules govern the iCommute Monthly Social Media Prize Sweepstakes (the "Sweepstakes") being conducted by the San Diego Association of Governments (SANDAG) beginning on November 4, 2020 at 12:00 a.m. PT and ending on November 11, 2020 at 11:59 p.m. PT (Sweepstakes Period).

#### 1. HOW TO PARTICIPATE

Follow iCommute on [Facebook](#), and try biking, walking, taking transit, carpooling, or vanpooling to work. On the first Wednesday of the month, iCommute will publish a post on its Facebook page inviting people to comment their favorite way to 'clean the air' with alternative transportation (such as telework, walking, biking, carpool, vanpool or transit).

After the post has been made by iCommute, comment or reply to the iCommute post before 11:59 p.m. PT on Wednesday, November 11, 2020 to be entered to win. iCommute will announce and contact the winners by replying to their comment entry and asking them to provide an email address and phone number via direct message for further communication. Winners will be notified by 5 p.m. on Friday, November 13.

By submitting your entry, you grant SANDAG a non-exclusive right and license to post and use your submitted text entry, photo(s), and video(s) in unlimited fashion.

You may also enter the Sweepstakes by sending a postcard to "iCommute Monthly Prize Sweepstakes – Entry," Attn: iCommute, SANDAG, 401 B Street Suite 800, San Diego, CA 92101. The postcard must include your full name, mailing address, phone number, email address, if available, and must be received by Friday, November 13.

Each entrant is limited to one entry per month. Any attempt to obtain more than one entry in a calendar month by using fictitious or non-functioning email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Proof of submission of an entry shall not be deemed proof of receipt by SANDAG. Computers at SANDAG will be the official time keeping devices for the Sweepstakes. SANDAG is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified.

#### 2. ELIGIBILITY RESTRICTIONS

The Sweepstakes is open to all persons who are legal residents of San Diego County, and/or those whose place of employment or school is located within San Diego County, who are 18 years of age or older. Employees of SANDAG, its Board or Policy Advisory Committee members, any employees of advertising or promotion agencies, contractors, consultants, iCommute Partners or Event Supporters who have at any time had direct involvement with this Sweepstakes, any employees of contractors or consultants currently participating in an office-sharing agreement with SANDAG, and the members of their immediate families (spouse, parent, sibling, or child), and those living in the same household of each (whether related or not) are ineligible to win. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

Participants are required to provide truthful information. In order to claim the Prize, the winner must verify that he or she is at least 18 years of age, and provide their complete current mailing address, date of birth, and phone number upon request by SANDAG. SANDAG will disqualify any individuals who do not meet these eligibility requirements.

#### 3. SWEEPSTAKES AWARD

The monthly prize ("Prizes") is a Target gift card valued at ONE HUNDRED DOLLARS (\$100) per each prize package; two total Prizes will be awarded each month from an aggregate of Facebook entries. All eligible entries will be placed into one prize drawing pool, from which two winners will be randomly selected.

Odds of winning depend on the total number of entries received during the Sweepstakes Period. Sweepstakes participants are only eligible to win one prize from a SANDAG sweepstakes every 180 days.

The Prizes will be awarded monthly in a random drawing among all eligible entries received during the Sweepstakes Period. The random drawing will be conducted monthly by iCommute staff at SANDAG by Friday, November 13. The winners will be notified via the social media account used to enter the Sweepstakes, or the contact information provided on the postcard entry. Winners will forfeit any Prize not claimed within ten (10) business days of SANDAG sending the notification. The winner will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the Sweepstakes award. To obtain a copy of the winners list, contact [iCommute@sandag.org](mailto:iCommute@sandag.org) or send a self-addressed stamped envelope to "iCommute Monthly Prize Sweepstakes -September Winners List Request," Attn: iCommute, SANDAG, 401 B Street Suite 800, San Diego, CA 92101. The Approximate Retail Value ("ARV") of each Prize is one hundred dollars (\$100). There is no substitution, transfer, or cash equivalent for the Prize, except that SANDAG may, at its sole discretion, substitute a prize or cash of comparable value. The Prize is expressly limited to the items listed in SANDAG's marketing materials, and unless otherwise expressly specified, does not include taxes, gratuities, or any other expenses. Other restrictions may apply.

The Sweepstakes may be combined with other iCommute promotions. Where a conflict exists between promotions, SANDAG reserves the right to determine which promotion will apply. SANDAG reserves the right to modify, suspend, cancel, or extend any promotion at any time without prior notice. SANDAG also reserves the right to change, add, delete, or alter in any way the official Sweepstakes details and restrictions at any time during any promotion, without prior notice.

Prizes will be mailed to the address provided by the winner. SANDAG is not responsible for Prizes lost in the mail.

#### 4. CONDITIONS

Decisions made by SANDAG management with respect to the Sweepstakes are final.

The Sweepstakes is governed by and subject to the laws of the State of California and the United States. All federal, state, and local laws and regulations apply. Void where prohibited by law. Sweepstakes award recipients will pay all applicable taxes and fees.

All persons participating in or entering the Sweepstakes acknowledge that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook. All persons participating in or entering the Sweepstakes agree to hold Facebook, their parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors, harmless and completely release them from any claims or liability that may arise from the Sweepstakes. All persons participating in or entering the Sweepstakes further agree to comply with any and all terms and conditions as well as any rules or standards of conduct adopted by Facebook.

By participating in the Sweepstakes, entrants agree to have their name, voice, and likeness, including social media profile names if applicable, used by SANDAG in any advertising or broadcasting material including, but not limited to, social media relating to the Sweepstakes without additional financial or other compensation; and, where legal, Prize winners agree to sign a publicity release confirming such consent prior to acceptance of the Prize.

Prior to release of the award to the winner, SANDAG, in its sole discretion, may require the Sweepstakes award recipient (and any travel companion(s) or guest(s)) to sign a liability release, agreeing to release and hold harmless SANDAG, its officers and employees, member agencies, directors, agents and representatives and all of their successors and assigns from and against any and all claims or liability arising directly or indirectly from use of the Prize and participation in the Sweepstakes.

If a potential winner cannot be contacted, fails to sign and return the required affidavit of eligibility and/or liability/publicity release within ten (10) business days of SANDAG sending the notification of winning, the

potential winner forfeits the Prize. There will not be another drawing for the month the Prize is forfeited; the Prize will be used for future drawings.

If for any reason this Sweepstakes cannot be executed as planned, including, but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, incomplete or unintelligible entries, or any other causes beyond the control of SANDAG that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, SANDAG reserves the right to cancel, terminate, or modify the Sweepstakes. If the Sweepstakes is terminated before the original end date, those participating in the Sweepstakes prior to the termination will still be eligible to receive the Sweepstakes Prizes.

SANDAG, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of SANDAG, iCommute, or the websites. Failure to comply with the rules of the Sweepstakes may result in a participant's disqualification and/or forfeiture of any Prize. If SANDAG makes a good faith determination that cheating or fraudulent activity has occurred in connection with the Sweepstakes, SANDAG reserves the right to disqualify that entrant from winning future promotions and to prosecute and seek damages to the fullest extent permitted by law.

SANDAG reserves the right to make changes in the rules of the Sweepstakes, including, without limitation, the substitution of an award of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of SANDAG, any competition or award-related event or travel is delayed, rescheduled, postponed or cancelled, SANDAG reserves the right, but not the obligation, to cancel or modify the Sweepstakes and shall not be required to award a substitute prize.

SANDAG is not responsible for typographical or other errors in the printing, the offering or the administration of the Sweepstakes, or in the announcement of the Sweepstakes award.

For a copy of these Official Rules, send a self-addressed stamped envelope for receipt to "iCommute Social Media Monthly Prize Sweepstakes - Official Rules," Attn: iCommute, SANDAG, 401 B Street Suite 800, San Diego, CA 92101. The Official Rules also shall be available during regular business hours at the SANDAG offices and shall be posted online at [511sd.com/iCommute](http://511sd.com/iCommute).

## 5. PRIVACY

By use of any SANDAG-affiliated websites, you agree to the websites' terms of use and the data collection practices contained in the SANDAG Privacy Policy for Collection, Management, and Storage of Personal Information located at [SANDAG.org/privacy](http://SANDAG.org/privacy).

Presenter: Sweepstakes is sponsored by SANDAG, 401 B Street, Suite 800, San Diego, CA 92101. Questions should be directed to (619) 595-5616 or [iCommute@sandag.org](mailto:iCommute@sandag.org). Please reference "iCommute Social Media Monthly Prize Sweepstakes" in your email subject line or other correspondence.

*Si desea obtener información en español, por favor comuníquese al (619) 699-1950 o [pio@sandag.org](mailto:pio@sandag.org).*