

OFFICIAL SWEEPSTAKES RULES (“Official Rules”)

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VALID ONLY IN CALIFORNIA. VOID WHERE PROHIBITED BY LAW.

SWEEPSTAKES NAME: BART Holiday Shopping Promotion ("Sweepstakes").

SPONSOR: Bay Area Rapid Transit (“Sponsor”), 300 Lakeside Drive, 18th Floor, Oakland, CA 94612.

ELIGIBILITY: This Sweepstakes is open only to natural persons who are U.S. LEGAL RESIDENTS OF CALIFORNIA and who are 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW. Employees and agents of Sponsor, their immediate family members and persons residing in the same household of such employees, whether or not related, are not eligible to participate in this Sweepstakes.

ENTRY PERIOD: Sweepstakes begins at 12:00AM Pacific Standard Time (“PT”) on 11/28/2014 and ends at 11:59PM PT on 12/18/2014 (the “Entry Period”). Entry must be received by Sponsor on or before the close of the Entry Period.

METHOD OF ENTRY: By participating, entrants give their express permission to be contacted by the Sponsor by phone, email or mail. During the Entry Period, there are two ways to enter the Sweepstakes. No Online Entry or Online Subscription is Necessary TO ENTER OR WIN. Limit one (1) entry per person. Submitting more than one (1) entry in total (including both electronically submitted entries and entries submitted by mail) constitutes a violation of the Official Rules and automatically disqualifies the person so acting from the Sweepstakes. No third party entry or entry through sweepstakes service permitted. Internet entries received other than through the contest URL are invalid. Entries generated by script, macro or other automated means are void. Multiple entries processed by scripting, computerization, and other mechanical means or otherwise not in compliance with Official Rules will be disqualified. Incomplete, non-conforming or illegible entries will be disqualified. Sweepstakes materials void if reproduced, forged, damaged, altered or tampered with in any way, if they are obtained outside authorized legitimate channels, or if they contain printing, production, typographical, mechanical or other errors. All entries become the property of the Sponsor and none will be acknowledged or returned. Any individual who attempts or otherwise encourages, directly or indirectly, the entry of multiple or false contact information under multiple identities, or uses any device or artifice to enter or encourage, directly or indirectly, multiple or false entries, as determined by the Sponsor, will be disqualified.

Online Entry. To enter online, visit facebook.com/bartable (the “Website”), and input your email in the Sweepstakes App. Entrants must have pre-existing Internet access. The Sweepstakes App will ask you to provide basic contact information, including your name, a valid email address and/or telephone number. Entrants must be the authorized account holder of the email address from which the entry is made. One entry per valid email address will be entered into the Sweepstakes. In the event of a dispute regarding

who submitted an online entry, the entry will be deemed submitted by the holder of the e-mail account.

Alternative Means of Entry. To enter by mail, please submit a piece of paper with your full name, complete physical address, email address and/or telephone number (including area code), and age in an envelope, with proper postage affixed, addressed to:

BART Holiday Shopping Promotion
Attention: A. Frainier
300 Lakeside Drive, 18th Floor
Oakland, CA 94612

All mail-in entries must be received by BART at the address above by 12pm PT December 18, 2014 to be eligible. Only one mail-in entry per envelope.

DRAWING: On or about December 19, 2014, Sponsor will conduct a random drawing in Oakland, CA ("Drawing"). Sponsor will select thirty-one (31) potential winners from all eligible entries submitted and received by Sponsor up through the end of the Entry Period. Limit one (1) prize per person. Entrants need not be present to win. Potential winners will be notified by email or phone by Sponsor or its Agents within five (5) days after the Drawing. If any prize notification is returned as undeliverable, or if potential winner does not respond to the notification within two (2) days of notification, the prize will be forfeited and an alternate winner will be chosen. **PRIZES/ODDS OF WINNING:** Sponsor will award a total of thirty-one (31) prizes. All prizes will be awarded. The odds of winning depend on the total number of qualified entries received. The four (4) grand prizes consist of two \$500 Westfield mall Gift Cards and two \$500 Livermore Premium Outlet Gift Cards. The other twenty-seven (27) prizes consist of: Ten (10) \$100 Clipper cards; Four (4) family-prize packs consisting of four (4) tickets to see "Elf" at the SHN Curran Theatre (Valued at \$220 for 4 tickets); Ten (10) pairs of tickets to see "KURIOS" at AT&T Park (Valued at \$170 for 2 tickets; and three (3) pairs of tickets to see SF Ballet's "Nutcracker" at the War Memorial Opera House (Valued at \$130 for 2 tickets). Approximate aggregate prize value is \$5,000. In the event of a dispute regarding who submitted an online entry, the prize will be awarded to the authorized account holder of the applicable phone number and/or e-mail address. Authorized account holder is defined as the person who is assigned a telephone number by a Telephone Service Provider or assigned to an email address account by an Internet Service Provider. All entries become the property of the Sponsor and none will be returned. Each prize winner is solely responsible for all taxes on prizes and expenses, including, without limitation, federal, state, and local sales, income and luxury taxes, and any other costs incurred in claiming or using the prize. Prizes are transferable to a friend or family member upon request. No prize substitutions or cash equivalent of the prize is permitted. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable.

GENERAL: This sweepstakes is subject to all applicable federal, state and local laws and regulations. Entrants agree to be bound by these Official Rules and by the decisions of the judges and/or Sponsor, which are binding and final in all respects on matters relating to this Sweepstakes. By entering this

Sweepstakes, entrant expressly acknowledges that these Official Rules can be read to entrants via translation services (510-464-6752 for language assistance services) in the English, Spanish, Chinese, Vietnamese, and Korean languages, and that any translation prepared for any reason will have no legal effect, and that the English version of these Official Rules shall govern any dispute.

By participating, entrants agree to release Sponsor and its Agents from any and all liability for any injury, death, loss, or damage of any kind arising from entrant's participation in this Sweepstakes, or in connection with entrant's acceptance, possession, use or misuse of the prize awarded. Entrants also agree that Sponsor and its Agents are not responsible or liable for any damage to entrant's or third party's computer and/or its contents, related to or resulting from any part of this Sweepstakes. Except where prohibited by law, winner's acceptance of the prize constitutes and signifies consent that Sponsor and/or its Agents may use winner's entry name(s), address (city and state only), prize information, and/or likeness for advertising and promotional purposes in any and all media now existing or hereinafter devised, without limitation and without compensation. Sponsor is not responsible for any: (1) damaged, delayed, destroyed, garbled, illegible, incomplete, late, lost, misdirected, mutilated, postage-due, or stolen entries, (2) incorrect or inaccurate transcription of entry information, (3) human error, technical malfunctions, delays or loss in operation of transmission, communication failures, destruction or unauthorized access to, or alteration of, entries, (4) omission, interruption, deletion, defect, or computer system, hardware, software or program malfunctions, or (5) inability to access any website or online service, or any other error or malfunction. Sponsor reserves the right, at its sole discretion, to: (i) disqualify from this Sweepstakes or any other sweepstakes it sponsors, now or in the future, any person it finds who has intentionally violated these Official Rules, tampered with the entry process, the operation of the Sweepstakes or Website, or any other aspect of this Sweepstakes, and (ii) cancel, terminate, modify or suspend the Sweepstakes in its entirety should this Sweepstakes be compromised or become technically corrupted in any way, electronically or otherwise, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond Sponsor's control that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Sweepstakes. In such an event, Sponsor shall select potential winners in a random drawing from among all eligible entries received prior to the date of cancellation, termination, or suspension. Information collected from entrants is subject to Sponsor's privacy policy available on the Website and any applicable federal, state and local laws and regulations.

PRIVACY POLICY: Please see Sponsor's privacy policy located at [WEBSITE](#) for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes.

WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULL EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.

WINNERS' LIST: To be notified of the Prize Winners, please send a self-addressed, stamped envelope

postmarked by January 30, 2015 to:

BART Holiday Shopping Promotion
Attention: A. Frainier

300 Lakeside Drive, 18th Floor
Oakland, CA 94612

CONSTRUCTION: This Sweepstakes is offered only in the State of California, U.S.A. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and/or Sponsor, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California, U.S.A. or any other jurisdiction), with venue in Alameda County, California, and all claims must be resolved in the federal or state courts of Alameda County, California. By entering the Sweepstakes, you consent to the jurisdiction and venue of the federal, state and local courts located in Alameda County, California, which shall have exclusive jurisdiction and venue over such claims. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not included.

For a copy of these Official Rules, send your request in a self-addressed, stamped envelope to:

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Attention: A. Frainier
300 Lakeside Drive, 18th Floor
Oakland, CA 94612