

iCommute Monthly Prize Drawing Rules NO PURCHASE NECESSARY

1. **ELIGIBILITY:** The San Diego Association of Governments (SANDAG) iCommute Monthly Prize Drawing (Drawing) is open to legal residents of San Diego County as well as those whose place of employment is located within San Diego County who are 18 years of age or older at the time of entry. Employees of SANDAG and its respective affiliates, subsidiaries, Board or Policy Advisory Committee members, and any other advertising and promotion agencies as well as any contractor or consultant who has or has had direct or indirect involvement with this Drawing, and the immediate family members and/or those living in the same household of each are not eligible to win. All determinations of eligibility shall be made by SANDAG in its sole discretion.

2. **HOW TO ENTER:** Sign up for an iCommute account or log in to your existing account at <http://www.icommutesd.com/Commuters/TripTracker.aspx> then start entering your non-drive alone commute or SchoolPool trips. Eligible trips include bicycling, walking, taking transit, carpooling, vanpooling, and motorcycle/scooter trips. Teleworking and compressed workweek schedules are also eligible. The Drawing runs from January, 2012 through June, 2012. By logging a minimum of eight (8) eligible trips in a calendar month in iCommute during the promotion, you will be entered into a prize drawing.

3. HOW IT WORKS:

a) Create an account or log into iCommute, the free online commuter assistance and SchoolPool program, to access the RideMatcher and TripTracker tools.

b) Use iCommute to identify an alternative commute choice and make an alternative commute trip at least eight times per calendar month. Eligible alternative commute trips include carpooling, vanpooling, biking, walking, riding a motorcycle or scooter, using public transit, teleworking, or working a compressed workweek schedule, for the entire commute choice, or in any combination, to get to and from work or school.

c) Log eligible commute or SchoolPool trips in iCommute. Any iCommute account holder who has logged at least the minimum number of eligible alternative commute trips in a month will be entered into that month's prize drawings. The winners will be randomly generated from the iCommute online system.

4. **PRIZES AND APPROXIMATE RETAIL VALUES (ARV):** Prize winners will pay all applicable taxes and fees. SANDAG reserves right to substitute prizes (or components of prizes) for prizes of equal or greater values. No other substitutions or transfers of prizes by participants will be permitted. SANDAG is responsible only for provision of prizes. SANDAG is not responsible for prize delivery, utility, quality or otherwise. In the event that any portion of any prize is cancelled or postponed for any reason, SANDAG will have no obligation to award compensation in lieu thereof, and the remainder of the prize will be awarded. By accepting prize, prize winners agree to SANDAG's use of their names, hometowns, likenesses, and/or prize information for promotional purposes in any medium without additional compensation, or notice to winners, to the extent permitted by law.

5. **VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:** All prize winners will be required to sign a SANDAG Affidavit of Eligibility/Release of Liability prior to provision of prize and, where legally permitted, Publicity Releases. Prize winners will be notified via the e-mail address they used to register for an iCommute account. Prize winners will first be sent an e-mail notification with the Affidavit of Eligibility/Release of Liability form. Prize winners will be awarded the prize only after the SANDAG receives the Affidavit of Eligibility/Release of Liability form signed by the prize winner. Any prize may be awarded to alternate winners if the Affidavit of Eligibility/Release of Liability form is not returned to

SANDAG by the initially awarded winner within ten (10) business days after e-mailing to prize winner or if prize notification is returned as undeliverable.

6. GENERAL RULES: The Drawing is governed by and subject to the laws of California and the United States. All federal, state, and local laws and regulations apply. Void where prohibited by law. By entering the Drawing, Entrants release and hold harmless the SANDAG, participating prize providers, and all of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and member agencies (collectively, the Promotion Entities) against any and all claims and liability arising out of participation in the Drawing or any Drawing-related activity, including from Winner's use or misuse of a prize. Winners assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Drawing or use/redemption of any prize. SANDAG is not responsible for any typographical or other error in the printing of the offer, administration of the Drawing or in the announcement of the prizes. SANDAG is not responsible for any electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by SANDAG or presenter on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Drawing is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of SANDAG which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Drawing, then, subject to any governmental approval which may be required, SANDAG shall have the right to modify, suspend, or terminate the Drawing.

7. PRIVACY POLICY: By participating in this Drawing, entrants agree to SANDAG's use of their personal information as described in the SANDAG's Privacy Policy located at http://www.sandag.org/uploads/publicationid/publicationid_1590_13064.pdf as it may be modified by the Affidavit of Eligibility/Release of Liability form. In addition, by participating in this Drawing, entrants further acknowledge and agree that they are providing their personal information to SANDAG to fulfill its obligations under this Drawing.

8. SANDAG: Drawing is sponsored by SANDAG, 401 B Street, Suite 800, San Diego, CA 92101. Questions should be directed to the Monthly Drawing project manager at (619) 699-6988 or icommute@sandag.org. Please reference iCommute Drawing in your e-mail subject line.