

UBER

Sweepstakes Name: Back to School Giveaway

Sweepstakes Period: 9:00 am PDT August 29, 2017 through 11:59 pm PDT September 4, 2017

Winners Announced: On or about 3:00pm PDT September 6, 2017

Eligibility Requirements: Entrant must: (i) be 18 years or older, (ii) be a legal resident of the state of Washington, and (iii) have a current and valid @gonzaga.edu email address.

Method of Entry: There are two (2) methods of entry as detailed below:

- **Option 1:** Enter the “**SPOKES99**” promo code and complete at least one (1) subsequent delivery order requested via the UberEATS mobile application during the Sweepstakes Period in Spokane, WA between N. Washington St., E. Montgomery Ave., N. Hamilton St., and E. Spokane Falls Blvd. Completion of the foregoing shall will generate one (1) entry in the Sweepstakes and each additional order shall also generate one (1) entry in the Sweepstakes up to a maximum of ten (10) total entries.
- **Option 2:** You can enter by sending an email to pnwsweepstakes@uber.com specifying the name of the sweepstakes in the subject line of the email. Entrants must also include **ONLY** the following details in the body of the email: Entrant’s email address, name, and phone number. All email entries must be received by no later than the end of the Sweepstakes Period. **NO PURCHASE NECESSARY TO WIN. REGARDLESS OF THE METHOD ENTRY, YOU MAY ONLY SUBMIT 10 ENTRIES.**

Prizes and Approximate Retail Values: There are ten (10) identical Prizes available. Each Prize consists of one (1) promo code valid for \$4.99 off thirty (30) UberEATS orders, at two orders maximum per week, valid from September 6, 2017 - December 15, 2017 with orders placed in Spokane, WA for delivery to the aforementioned campus area. The approximate retail value (“**ARV**”) of each Prize is \$150.

How Winner is Selected: Ten (10) winners will be selected at random following the conclusion of the Sweepstakes.

Contact: Winner(s) will be contacted via email.

Other Terms: For additional terms and conditions applicable to the Back to School Giveaway, please see the Official Rules for Uber Contests and Sweepstakes below.



OFFICIAL RULES FOR UBER CONTESTS AND SWEEPSTAKES

Uber Technologies, Inc. ("Uber") will conduct all Uber contests and sweepstakes (each, a "Contest" or a "Sweepstakes") substantially as described in these rules. By entering or participating, each entrant or participant ("Entrant") agrees to these official rules (the "Official Rules") and the decisions of Uber, which are final and binding in all respects.

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.

1. Eligibility: Unless otherwise specified, all Contests and Sweepstakes are open only to persons (i) who are eighteen (18) years of age or older at the time of entry and are legal residents of the United States of America only, with a valid Social Security number and who reside in an Uber operating area; and (ii) who have an active e-mail account and Internet access prior to the beginning of the Contest or Sweepstakes Period. **VOID WHERE PROHIBITED.** Employees, officers and representatives, and the immediate family members of such employees, officers and representatives (*i.e.*, parent, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) of Uber or its affiliated companies, parent companies, subsidiaries, participating promotional partners, Uber partners and their drivers, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfillment of the Contest or Sweepstakes (collectively, the "Contest or Sweepstakes Entities") are not eligible to enter.

2. How To Enter: The Contest or Sweepstakes will begin and end at the times specified by Uber (the "Contest or Sweepstakes Period"). Entry methods for Contests and Sweepstakes will be specified by Uber and all entries must be received during the Contest or Sweepstakes Period. Uber's computer is the official timekeeping device for entry in the Sweepstakes. Normal time rates, if any, charged by the Entrants' Internet service or mobile provider will apply.

When submitting an entry, Entrant is required to provide complete and truthful information. 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 or Sweepstakes at Uber'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

UBER

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. Uber 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." All entries are the property of Uber.

By entering the Contest or Sweepstakes, Entrant: (a) agrees to be bound by these Official Rules and by the interpretation of these Official Rules by Uber and by the decisions of Uber, which are final and binding in all respects; (b) acknowledges compliance with these Official Rules; and (c) agrees to comply with any and all applicable federal, state and local laws, rules and regulations. Winning the Prize is contingent upon fulfilling all requirements set forth in these Official Rules.

3. Prize: Contest and Sweepstakes prizes will be as specified by Uber (the "Prize"). The total approximate total retail value of the Prize(s) is as specified by Uber. From time to time during the Contest or Sweepstakes, Uber may in its sole discretion award bonus Prizes to Entrants.

If for any reason the Prizes, or any part of a Prize, is unavailable or a Prize or related event is delayed, cancelled or postponed, or for any other reason, Uber reserves the right to modify the Contest or Sweepstakes in its sole discretion and award a substitute prize, or portion of prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by the Winner. Uber and the Contest or Sweepstakes Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize a Prize. In the event a potential Winner cannot accept the Prize, an alternate Winner will be randomly drawn from all remaining Eligible Entries. All costs and expenses not specifically listed above as part of the Prize are solely Winner's responsibility. Winner agrees to comply with any additional terms and conditions applicable for attending the Event. The Prizes are provided "as is". Entrants acknowledge that Uber and the Contest or Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes, including any implied warranty of merchantability of fitness for a particular purpose. Any prizes pictured in advertising and other Contest Sweepstakes materials are for illustrative purposes only.

UBER

The value of the Prize will be taxable to the Winner as income. All U.S. federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of the Prize not specifically provided for in these Official Rules are solely the Winner's responsibility (regardless of whether the prize, in whole or in part, is used).

4. Winner Selection and Notification: The "Winner" of the Contest or Sweepstakes will be determined according to the method specified by Uber at Uber's sole and exclusive discretion.

For Contests, Uber's appointed judges ("Judges") will select the winner of the Prize by applying the judging criteria as specified by Uber (collectively, "Criteria"). The Winner will be selected based on the Criteria. The decisions of the Judges will be final on all matters relating to the judging.

The Prize will be awarded to the authorized account holder of the email address submitted with the entry regardless of the individual who submitted the winning entry. The authorized account holder is the person who is assigned to the e-mail address by an Internet service provider or other organization that is responsible for assigning e-mail addresses or the domain names associated with e-mail addresses. The Winner will be notified within seven (7) days (or such other time specified by Uber) following the earlier of the selection of the Winner or the end of the Contest or Sweepstakes Period by email (at the email address provided with the entry), by phone (at the phone number provided with the entry), or such other method specified by Uber, and will be required to confirm his/her email address and/or phone number.

Additionally, Uber and the Contest or Sweepstakes Entities reserve the right to make a public announcement, announcing the Winner on either the Uber website, through the Uber app, or in any manner (including, without limitation, social media (e.g., Facebook, Twitter)), which they deem appropriate. If the Winner cannot be reached after a reasonable effort has been exerted and/or fails to respond to confirm his/her email address within one (1) day (or such other time specified by Uber) from when the initial notification email is sent, the Winner forfeits the Prize, and an alternate Winner will be selected. If the alternate Winner does not comply with these Official Rules or is otherwise unable to accept the Prize, the Prize is forfeited and another alternate Winner will be selected. This Winner selection and notification process shall be continued until a Winner is confirmed. If the Prize or a prize notification is returned as undeliverable, the Prize will be forfeited and an alternate Winner will be selected.

UBER

5. Winner Verification: The Winner may be required to prove eligibility, including, without limitation, proof of age, residence, and identity, which may include submitting a copy of a driver's license, passport or similar government issued identification within twenty-four (24) hours after being notified of being a potential Winner.

The Winner (or any alternate Winner if one must be selected) is not official and shall not be confirmed as the Winner until he/she has completed, signed and returned documentation required by Uber — which may include an Affidavit of Eligibility, release of liability (except where prohibited), publicity release form, and a completed IRS W-9 form (if required), and the eligibility of the potential Winner has been verified. Forms must be received within twenty-four (24) hours after notification of winning. If the Winner (or any alternate Winner) does not complete all forms necessary within the time given and/or in the event of non-compliance by the Winner (or alternate Winner), such Winner (or alternate Winner) shall be disqualified and shall forfeit the prize, and all privileges otherwise due as a Winner shall be terminated and an alternate Winner will be chosen in a random drawing from among all of the remaining Eligible Entries. All guests in attendance with a Winner must also execute all applicable documents prior to any participation or such guest(s) will not be permitted to participate.

Provided that the Winner is in compliance with the Official Rules and after having successfully proven eligibility, the Winner will be officially confirmed as the Winner. Uber expressly reserves the right to delay the announcement of the Winner for any reason it deems necessary. In addition, Uber reserves the right to select an alternate Winner in the event that any Winner fails to comply with these Official Rules.

6. Liability Release and Indemnity: THE PRIZE IS OFFERED AND PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY UBER OR ANY CONTEST OR SWEEPSTAKES ENTITY, EITHER EXPRESS OR IMPLIED. IN NO EVENT WILL UBER OR ANY CONTEST OR SWEEPSTAKES ENTITY BE LIABLE TO ENTRANT FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANT'S PARTICIPATION IN THE CONTEST OR SWEEPSTAKES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT UBER AND/OR OTHER CONTEST OR SWEEPSTAKES ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

UBER

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

By entering the Contest or Sweepstakes, Entrant agrees to indemnify, defend, and hold harmless, Uber and any other Contest or Sweepstakes Entities from any and all liability, for any claims, damages, injuries or losses of any kind, and to release all rights to bring any claim, action or proceeding arising out of, in connection with, or relating to, (i) participation in the Contest or Sweepstakes, (ii) without limitation, death, or property damage, arising directly or indirectly from the acceptance, possession, misuse or use of the Prize, (iii) defamation, violation of publicity rights, or invasion of privacy in connection with the Contest Sweepstakes or acceptance and use of the Prize, and (iv) copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Contest or Sweepstakes, the Prize, or Uber's advertising and marketing related to the Contest or Sweepstakes, Entrants or the Winner, in all cases, including but not limited to: (a) unauthorized human intervention in the Contest or Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Contest Sweepstakes or the processing of entries; or (f) injury or damage to persons or property (including to any computer or mobile device systems resulting from participation in or accessing or downloading information in connection with the Contest or Sweepstakes), which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use of any prize (including, without limitation, any travel or Uber trips or rides taken by Entrant in connection with using the Prize). Entrant assumes all liability for an injury or damage caused, or claimed to be caused, by participation in the Contest or Sweepstakes, or the acceptance, receipt, or use of the Prize or any Prize component. Entrant further agrees that in any cause of action, Uber and/or the Contest or Sweepstakes Entities' liability will be limited to the value of the Prize, and in no event shall the Contest or Sweepstakes Entities be liable for attorney's fees.

Uber and the Contest or Sweepstakes Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Contest or Sweepstakes, or by any human, mechanical or electronic error that may occur in the processing of the entries in the Contest or Sweepstakes, or other

UBER

errors appearing within the Official Rules or in the Contest or Sweepstakes related advertisements. Uber and the Contest or Sweepstakes Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of the Contest or Sweepstakes, errors in processing entries, identifying the Winner, in the announcement of the Prize and Winner, the delivery of the Prize, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site including uber.com, or any combination thereof, including, without limitation, any injury or damage to Entrant's or any other person's computer system/software related to or resulting from participation in, uploading any materials or downloading any materials in the Contest or Sweepstakes. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. Uber reserves the right in its sole discretion to disqualify any person it suspects or finds (i) to have tampered with the entry process or the operation of the Contest or Sweepstakes; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Winner, Uber or the Contest or Sweepstakes Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with the Contest or Sweepstakes; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE CONTEST OR SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

7. Grant of Rights. Except where prohibited by law, by entering the Contest or Sweepstakes and/or winning the Prize, Entrant irrevocably consents to the use of his or her name, image, photograph, likeness, biographical information, entry, statements attributed to Entrant (if true) and any video footage related to the Prize, for all Contest or Sweepstakes Entities' advertising, promotional or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation and additionally consents to the Contest or Sweepstakes Entities putting his or her name on a winner's list. Please note that Uber may not acknowledge or return any entries.

8. General Terms. The Contest or Sweepstakes Entities are not responsible if the Contest or Sweepstakes cannot take place, or if the Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of the Contest or Sweepstakes Entities. If, for any reason the Contest or

UBER

Sweepstakes is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Contest or Sweepstakes Entities, which, in Uber's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest or Sweepstakes, Uber reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Contest or Sweepstakes or any part of the Contest or Sweepstakes. If the Contest or Sweepstakes or any part of the Contest or Sweepstakes is terminated or modified prior to the closing of the Contest or Sweepstakes Period, notice will be posted on [uber.com](https://www.uber.com). Uber reserves the right to modify and amend these Official Rules from time to time during the Contest or Sweepstakes Period for clarification purposes.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST OR SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, UBER RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Uber's failure to enforce any term of these Official Rules will not constitute a waiver of that term or any other provision of these Official Rules. Entrant agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in the Sweepstakes-related materials, privacy policy or terms of use on a website and/or the terms and conditions of these Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Uber's sole and absolute discretion.

9. Privacy: All information submitted by Entrants and collected by Uber in connection with Entrant's entry will be subject to and will be treated in a manner consistent with Uber's web site Terms and Conditions accessible at: <https://www.uber.com/legal/terms> and Uber's User Privacy Policy available at: <https://www.uber.com/legal/privacy>. By participating in the Contest or Sweepstakes, Entrant hereby agrees that Uber may collect and use his or her personal

UBER

information submitted with the entry, and acknowledges that he or she has read and accepted the Uber User Privacy Policy. Among other things, the information Entrants provide may be used for sending Entrants company updates and announcements about Uber and its products and/or services.

10. Binding Arbitration: Except where prohibited by law, Entrant agrees that: (1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE CONTEST OR SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) any dispute, controversy or claim arising out of or relating to the Contest or Sweepstakes or any prize awarded shall be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect; (3) any arbitration shall be heard by one arbitrator to be selected in accordance with the AAA Rules, in San Francisco County, California; (4) unless both Entrant and Uber agree in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of class or representative proceeding; (5) judgment upon any award rendered may be entered in any court having jurisdiction thereof; and (6) any award or judgment shall be subject to all limitations and releases set forth in these Official Rules and be limited to actual out of pocket damages, and shall not, in any event, include any punitive, exemplary, consequential or incidental damages, attorney’s fees or costs of bringing a claim, or any injunctive or other equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

11. Governing Law: All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Uber in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the California law without giving effect to any choice of law or conflict of laws rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

12. Accessibility of Official Rules: A copy of the Official Rules is available via www.uber.com. Where required by law, Uber will provide the name of Winner(s) of a Contest or Sweepstakes to those who request it. For the name of a Winner: (i) send a self-addressed, stamped envelope postmarked to Uber Technologies, Inc., 1455 Market Street, Suite 400, San

UBER

Francisco, CA 94103, Attn: Contracts – Winner List; and (ii) write the name of the Contest or Sweepstakes on the lower left hand corner of the envelope. All requests for the name of the Winner must be received within two (2) weeks of the end of the Contest or Sweepstakes Period.

13. Sponsored and Administered by: Contests or Sweepstakes subject to these Official Rules are sponsored and administered by Uber Technologies, Inc., 1455 Market Street, Suite 400, San Francisco, CA 94103.

