

The Curb Portland Holiday Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER, PLAY OR CLAIM A PRIZE.

A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

OPEN TO ALL LEGAL RESIDENTS OF THE CITY OF PORTLAND, OR.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTERIES RECEIVED.

The Curb Portland Holiday Sweepstakes (the "Sweepstakes") is sponsored by Curb ("Sponsor") and is administered by Curb ("Administrator").

- 1. PROMOTION PERIOD:** The Sweepstakes consists of an Instant Win Game and a Sweepstakes that shall take place during the Sweepstakes Period. The Sweepstakes Period starts on December 3rd, 2014 at 12:00 P.M. Pacific Standard Time ("PST") and ends on December 8th, 2014 at 12:00:00 P.M. PST ("Sweepstakes Period"). Administrator's clock is the official clock for this Sweepstakes.
- 2. ELIGIBILITY:** The Sweepstakes is offered only to legal United States residents in the 50 United States and the District of Columbia who are 17 years of age or older at the time of entry. Employees of Sponsor, Administrator, and any company or entity providing any Prize to be awarded in connection with the Sweepstakes (each a "Prize Provider") and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (collectively "Released Parties") and their immediate family members (*i.e.*, spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Sweepstakes. All federal, state and local laws and regulations apply. Void in Puerto Rico, the United States Possessions and Territories, and where prohibited or restricted by law.
- 3. HOW TO ENTER THE SWEEPSTAKES AND PLAY THE INSTANT WIN GAME:** During the Sweepstakes Period, an eligible Entrant must download the Curb application and enter the designated promotion code to be automatically entered to win. There is no cost associated with a contest entry.
- 4. RANDOM SWEEPSTAKES DRAWINGS:** On the date specified, Administrator will randomly draw (2) potential winner(s) from among the eligible Entrants to receive the prize(s) listed below ("Prize"). The Entrant(s) selected is deemed a potential winner ("Potential Winners") pending confirmation and/or verification of the Entrant's eligibility and compliance with the Official Rules as determined by Sponsor.
- 6. SWEEPSTAKES PRIZE AND ODDS OF WINNING:**
 - A total of 3 Prizes will be awarded consisting of: ("Prize"). The approximate retail value ("ARV") for each Prize is listed next to such Prize below.
 - Grand Prize

- (1) Pair of shoes from BucketFeet – ARV \$70
- (2) Tickets to *The Nutcracker* at the Oregon Ballet Theatre – ARV \$116
- Runner-Up Prize
 - (2) Tickets to *The Nutcracker* at the Oregon Ballet Theatre – ARV \$116

B. Odds of Winning: The odds of winning the Prize depends on the total number of eligible entries received during the Sweepstakes Period.

7. TOTAL ARV OF ALL PRIZES IN THIS PROMOTION IS \$302.00.

8. HOW TO CLAIM A SWEEPSTAKES PRIZE AND AN INSTANT PRIZE: The potential Winner(s) will be notified via e-mail within ten (1) business days of the random drawing. The Potential Winner must reply to Administrator within the time period indicated after notification or Sponsor may select an alternative Sweepstakes Prize Winner. If a Potential Winner is found to be ineligible or not in compliance with these Official Rules, declines to accept the Prize, Sponsor is unable to contact the Potential Winner, or in the event that the Prize confirmation or Prize is returned undeliverable, the Prize will be forfeited, and in the Sponsor's sole discretion, the forfeited Prize may be awarded to an alternate Potential Winner. If the Sponsor wishes to select an alternative Potential Winner, Sponsor will select this alternative Potential Winner at random from the pool of eligible Entrants. The Potential Winner may be required to furnish proof of identification and other proof of eligibility under these Official Rules.

The right to receive a Prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute prize of equal or greater value in case of unavailability of prize or force majeure. Federal, state and local taxes, if any, are the sole responsibility of each winner. No substitutions, cash equivalents or transfers of a Prize permitted by the Prize Winner. All other costs and expenses not expressly set forth herein shall be solely the Winner's responsibility, including, any and all applicable federal, state and local taxes.

9. LIMITATION OF LIABILITY:

- Curb and the Released Parties are not responsible for illegible, lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, mechanical, printing, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information.
- Curb and Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any web site(s). Curb and Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize. If, for any reason, an entry is

confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into the Sweepstakes, the Entrant's sole remedy is to submit another entry into the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes in a manner it deems fair and reasonable including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension.

- Curb and Released Parties shall not be responsible or liable for entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules, and all such entries will be disqualified. By entering the Sweepstakes, each Entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor and Administrator which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action, or proceeding against any of Curb or Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of Curb and the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including but not limited to any Sweepstakes-related activity or element thereof, and the Entrant's entry, participation or inability to participate in the Sweepstakes, (b) the violation of any third party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Sweepstakes materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability, or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Sweepstakes, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the entry (including, without limitation, the information or any parts thereof), (i) any technical malfunctions or unavailability of the Websites or any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an Entrant, (j) interruption or inability to access the Sweepstakes, the Page or any other Sweepstakes-related web pages, or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to Entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission

on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof), (p) the collection, use and/or sharing of Entrant's personally identifiable information by Sponsor or its designees or (q) the negligence or willful misconduct by Entrant.

- All Prizes are provided by the Prize Parties and not Sponsor. The applicable Prize Party is solely responsible for any Prize provided by such Prize Party and you acknowledge that except for delivering the Prize to the applicable Winner as required by these Official Rules, Sponsor has no obligation whatsoever with respect to such Prize, including, without limitation, any responsibility for any product warranties, whether express or implied by law. In the event of any complaint, issue, or failure related to any Prize, the applicable Winner shall look only to the Prize Provider for assistance or support and to the maximum extent permitted by applicable law, Sponsor will have no obligation, responsibility, or liability whatsoever with respect to any Prize except to deliver such Prize as required by these Official Rules and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Company's sole responsibility. Each Entrant acknowledges that the Prize Provider is responsible for addressing any claims of such Entrant or any third party relating to the use or your possession of any Prize, including, but not limited to: (i) product liability claims; (ii) any claim that Prize fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

10. DISPUTES: THE PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OREGON, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN OREGON. IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

11. PRIVACY POLICY: Any personally identifiable information collected during an Entrant's participation in the Sweepstakes will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <https://www.gocurb.com/blog> and any opt-ins an Entrant may have agreed to during the registration process.

12. PUBLICITY RIGHTS: By participating in the Sweepstakes and/or accepting a Prize, each Prize Winner agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, world wide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

13. GENERAL: If it is discovered that an Entrant has registered or attempted to register more than once using multiple e-mail addresses, telephone numbers or multiple identities, all of the Entrant's entries will be declared null and void and any prize an Entrant might have been entitled to will not be awarded. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is

assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor and Administrator reserve the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Sweepstakes. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** All entries and/or materials submitted become the property of Sponsor and will not be returned. The Released Parties are not responsible for any lost, late, undeliverable/undelivered, or postage due mail. Federal, state and local taxes, if any, are the sole responsibility of winner. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in Sweepstakes Materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

- 14. WINNERS' LIST.** For a list of prize winners, interested individuals should place their name and address on a 3"x 5" card and mail it in an envelope to: 5904 Richmond Hwy, Alexandria, VA 22303. Winner List requests will only be accepted after the Sweepstakes's end date (listed above) and requests must be received no later than December 15, 2014.

Customer services inquire can be made at support@gocurb.com.

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