

OFFICIAL RULES: BARTABLE "2018 BARTABLE BACK TO SCHOOL SWEEPSTAKES: MACY'S UNION SQUARE"

NO PURCHASE NECESSARY TO ENTER OR WIN. VALID ONLY IN CALIFORNIA. VOID WHERE PROHIBITED. NEED NOT BE PRESENT TO WIN.

Entry: To enter, follow the sweepstakes prompt to complete the registration process. Public libraries have free internet access. Each participant will need to provide the following information to be entered into the Promotion: first and last name and email address. By completing and submitting the sweepstakes registration during the promotion period, each participant will earn one (1) sweepstakes entry. Participant can complete a bonus action by following the BARTable Twitter account, tweeting about the contest on Twitter, following the BARTable Instagram account or referring a friend to the contest. Each bonus action will earn an additional entry to the sweepstakes. A maximum of four bonus entries will be awarded. Limit of (5) entries per participant during the promotion period.

1. Sponsor is San Francisco Bay Area Rapid Transit District (BART), P.O. Box 12688 (LKS-18) Oakland Ca 94604-2688.

2. Entry Period: The BARTable Back to School Sweepstakes (this "Sweepstakes") begins on August 6, 2018, at 12:01 AM Pacific Daylight Time ("PDT"), and ends on August 19, 2018, at 11:59 PM PDT (the "Entry Period"). Sponsor's computer is the official time-keeping device for this Sweepstakes.

3. Eligibility: This Sweepstakes is open only to U.S. legal residents of California who are 18 years of age or older at the time of entry. Employees and agents of Sponsor and their immediate family members and persons residing in the same household of such employees are not eligible to enter or win. "Immediate family members" shall mean parents, spouses, children, siblings or grandparents and each of their respective spouses, regardless of where they reside. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Drawing: Around August 20, 2018, sponsor will conduct a random drawing amongst top entrants on the Leaderboard for four winners of four \$100 gift cards to Macy's Union Square in San Francisco. Potential winner will be notified by email by August 20, 2018. If potential winner does not respond within 24 hours, or if prize notification is returned as undeliverable, prize will be forfeited, and an alternate winner will be selected via random drawing. Providing all eligibility requirements are met, potential winner must claim prize at Sponsor's headquarters in Oakland, CA, or another location specified by Sponsor.

5. Except where prohibited by law, potential winner may be required to complete, sign and return an Affidavit of Eligibility/Ownership/Liability Release and Publicity Release (the "Affidavit") prior to claiming prize. Affidavit must be returned within fourteen (14) calendar days or prize may be forfeited and an alternate winner will be selected. In the event of noncompliance with these requirements, the prize will be forfeited and an alternate winner will be selected.

6. Prizes/Odds. Sponsor will award a total of four (4) prizes. Odds of winning depend on the number of eligible entries received. Winner is responsible for all taxes on prizes and expenses, including, without limitation, federal, state and local sales, income taxes, and any other costs incurred in claiming or using the prize. Unclaimed prizes may not be awarded. No prize substitutions or cash equivalent of prize is permitted, except that the Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value. Prizes are non-transferable. Purchase will not increase your chances of winning. Sponsor makes no representation to winner as to the fitness or suitability of the prize for any purpose, and Sponsor hereby disclaims any all warranties, express or implied, concerning any prize.

7. Prize is one \$100 gift card for Macy's Union Square.

8. General: Sweepstakes is subject to applicable federal, state and local laws. Entrants agree to be bound by these Official Rules and by the decisions of the judges, which are final and binding in all respects. By entering this Sweepstakes, entrants expressly acknowledge that these Official Rules have been drafted in the English language, and that any translation prepared for any reason will be of no legal effect and the English version of these Official Rules shall govern any dispute. By participating, contestant releases and agrees to hold harmless Sponsor and its respective promotional partners, parents, affiliates, subsidiaries and agencies and their directors, officers, employees and agents from any and all liability for any injury, death, loss, tax liability or damage of any kind arising from contestant's participation in this Sweepstakes, or resulting from entrant's acceptance, possession, use or misuse of the prize. Except where prohibited by law, acceptance of the prize constitutes and signifies winner's consent that Sponsor and/or its agents may use winner's entry, name, address (city and state only), prize information, and/or likeness for promotional purposes in any media now existing or hereinafter devised, without additional compensation. Subject to all federal, state and local laws and regulations. Sponsor is not responsible for: (1) late, delayed, incomplete, delayed, destroyed, garbled, or incomplete entries, (2) incorrect or inaccurate transcription of entry information; (3) any human error, technical malfunctions, or lost-delayed data transmission; (4) any omission, interruption, deletion, defect, or line failures of any telephone network, computer equipment, or software; or (5) any other error or malfunction. Sponsor reserves the right to: (i) disqualify from this or any Sweepstakes it sponsors, now or in the future, any person it finds, in its sole discretion, has intentionally violated these Official Rules, tampered with the entry process, the operation of the Sweepstakes, or any other aspect of this Sweepstakes; and (ii) cancel or suspend the Sweepstakes in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes beyond Sponsor's control corrupt the administration, security, fairness, integrity, or proper play of the Sweepstakes. In such event, Sponsor shall award prizes in a random drawing from all eligible entries received prior to the date of cancellation or suspension. Information collected from contestants is subject to Sponsor's privacy policy available on the Website.

9. Dispute Resolution: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a federal or state court located in Alameda County, California; (2) any and all claims, judgements and awards shall be

limited to actual out-of-pocket costs incurred, including costs associated with entertain this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with this Sweepstakes, shall be governed by, and constructed in accordance with, the laws of the state of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

10. WARNING. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY 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 ENTRANT OR OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.

11. Winner's List. For winner's name, send a self-addressed, stamped envelope September 19, 2018 to Winners' List/Marketing Dept., "2018 BARTABLE BACK TO SCHOOL SWEEPSTAKES", P.O. Box 12688 (LKS-18) Oakland Ca 94604-2688.

12. Personal information. The personal information provided to enter the Sweepstakes will be used to notify the winning entry of the prize won. BART does not share, sell, trade, or rent personal information to anyone, or disclose personal information except: 1) When the purpose and manner of the disclosure has been disclosed prior to the provision of the information, or 2) When disclosure is required by law. BART's privacy policy is available at: bart.gov/siteinfo/privacy.aspx