

## Plan Bay Area 2050 Video Challenge — Official Rules

### Official Rules for the 2021 Plan Bay Area 2050 Video Challenge (“Video Challenge”)

**Entry into this Video Challenge constitutes your acceptance of the Official Rules.**

**SPONSOR:** The sponsor and operator is Metropolitan Transportation Commission, 375 Beale Street, Suite 800, San Francisco, California 94105-2066 (“Sponsor”).

**ENTRY PERIOD:** The Plan Bay Area 2050 Video Challenge (“Video Challenge”) begins on May 18, 2021 at 3:00 PM Pacific Daylight Time (“PDT”), and ends on July 9, 2021, at 11:59 PM PDT (the “Entry Period”). [Submission form](#) timestamp is the official time-keeping device for this Video Challenge.

**ELIGIBILITY:** The 2021 Plan Bay Area 2050 Video Challenge (“Video Challenge”) is open only to students and their families of the nine-county (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma) San Francisco Bay Area with a valid email address. Students under 18 years of age must obtain parent or legal guardian permission to submit a video and submit a [Photo/Video Waiver](#) signed by a parent/legal guardian. Entrants, and legal guardian(s), if applicable, are subject to [MTC’s Privacy Policy](#).

Employees and their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) or those living in the same household (whether or not related) of MTC (“Sponsor”), and their respective parents, affiliates, subsidiaries, prize suppliers, distributors and advertising and promotion agencies (collectively, “Video Challenge Parties”) are not eligible to win. Contestants may need to provide proof of residency upon request.

The Video Challenge is subject to all applicable federal, state and local laws, rules and regulations. This Video Challenge is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. Participation constitutes entrant’s, and legal guardian’s, if applicable, full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to this Video Challenge. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER:** There is one (1) method of entering this Video Challenge:

Complete the official submission form available [here](#). Instructions for submission are included in the submission form.

Once submitted, entries become the exclusive property of Sponsor and will not be returned. No automatic, programmed, robotic or similar means of entry are permitted. Sponsor is not responsible for incomplete, damaged, delayed, destroyed, garbled, mutilated, misdirected, illegible or lost entries. All entries must be received by Sponsor by 11:59 PDT on July 9, 2021.

**WINNER DETERMINATION/DRAWING:** Sponsor will select winner(s) from among all eligible entries received during the Entry Period in a random drawing on or about July 12, 2021 in San Francisco, California (remotely). Sponsor will select three (3) winners at random. Limit one (1) prize per person. Entrants need not be present to win. Potential winners will be notified by email. If any prize notification

is returned as undeliverable, or if winner does not respond to notification within five (5) business days of the date of notification, prize will be forfeited and an alternate winner will be chosen. Unclaimed prizes may not be awarded. Potential winner may be required to sign and return an Affidavit of Eligibility and Release within fourteen (14) calendar days of notification in order to receive a prize. In the event of noncompliance with these requirements, the prize will be forfeited and an alternate winner will be selected. In the event of a dispute over the identity of an entrant submitting his/her/their entry, entries will be deemed to have been submitted by the authorized account holder.

**PRIZES/ODDS:** Sponsor will award a total of three (3) prizes. The prizes consist of \$100 electronics store gift cards. Approximate Retail Value of each prize: \$100. Approximate aggregate prize value: \$300. Odds of winning depend on the number of eligible entries received. Winner is responsible for all taxes on prizes and associated expenses, including, without limitation, federal, state and local sales and income taxes, luxury taxes, and any other costs incurred in claiming or using the prize. Unclaimed prizes may not be awarded. No transfer, refund, substitution or replacement of a 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 and all warranties, express or implied, concerning any prize.

**GENERAL:** By entering this Video Challenge, entrant or legal guardian, if applicable, hereby waives and releases, and agrees to hold harmless Sponsor, and any of their affiliated and subsidiary companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") from and against any and all rights, claims and causes of action whatsoever that he or she may have, or which may arise, against any of the Released Parties for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, travel complications, whether direct, compensatory, incidental or consequential, to person, including death, and property, arising in whole or in part, directly or indirectly, from his or her acceptance, possession, use or misuse of the prize, his or her participation in this Video Challenge, or his or her participation in any prize-related activity.

The Released Parties assume no responsibility for electronic hardware, programming or software malfunctions, or failures, or line connections, accessibility or availability, or technical failures of any kind, or unauthorized human intervention, or the incorrect or inaccurate capture of any entry or other information, or for the failure to capture any such information. Sponsor is not responsible for: (1) late, delayed, incomplete, destroyed, garbled, or incomplete entries; (2) any incorrect or inaccurate information, whether caused by entrants, or by any of the equipment or programming associated with or utilized in this Video Challenge; (3) human error or technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (4) unauthorized human intervention in any part of the entry process or this Video Challenge; or (5) technical or human error which may occur in the administration of this Video Challenge or the processing of entries. Further, if, for any reason, this Video Challenge is not capable of running as planned by reason of infection by virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Video Challenge, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Video Challenge,

and randomly select the winner from the eligible entries received prior to the action taken.

By entering or participating in this Video Challenge, entrant, or legal guardian, if applicable, agrees to be bound by these Official Rules and waives any right to claim any ambiguity or error in these Official Rules or this Video Challenge itself. By entering or participating in this Video Challenge, entrant, or legal guardian, if applicable, expressly acknowledges that these Official Rules have been drafted in the English language, and that any translation prepared for any other reason will be of no legal effect, and the English version of these Official Rules shall govern any dispute.

Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of this Video Challenge or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Video Challenge is a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Acceptance of prize shall constitute and signify the winner's agreement and consent that Sponsor may use his/her name, address (county only), likeness, and/or prize information for promotional purposes in any media now existing or hereinafter devised, without additional compensation, where legal.

**DISPUTE RESOLUTION:** Except where prohibited, entrant or legal guardian, if applicable, agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Video Challenge 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 San Francisco County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Video Challenge, but in no event attorneys' fees; and (3) under no circumstances will entrant or legal guardian, if applicable, be permitted to obtain awards for, and entrant or legal guardian, if applicable, hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or 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, or legal guardian, if applicable, and Sponsor in connection with this Video Challenge, 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 (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.

**REVISION TO OFFICIAL RULES:** Should the timing of the 2021 Plan Bay Area 2050 Video Challenge be modified for any reason, Sponsor reserves the right to revise the Entry Period as needed.

**QUESTIONS/WINNERS LIST:** Any questions, comments or complaints regarding this Video Challenge should be directed to Leslie Lara-Enríquez, Public Information Officer at [llara-enriquez@bayareametro.gov](mailto:llara-enriquez@bayareametro.gov). For a list of winners, send a hand-printed, self-addressed, stamped envelope by July 31, 2021 to: Winners List/Plan Bay Area 2050 Video Challenge, MTC Public Information Office, 375 Beale Street, Suite 800, San Francisco, California 94105-2066.