

car2go NA, LLC & car2go Canada Ltd.
car2go Scary Not Scary Contest
Official Rules

Please read these rules before entering the car2go Scary Not Scary Contest (the “**Contest**”). By entering and participating in the Contest, you agree to be bound by these official rules and represent that you satisfy all of the eligibility requirements set forth below.

1. THE CONTEST

These official rules (“**Official Rules**”) apply to the Contest sponsored by car2go N.A., LLC and car2go Canada Ltd. (collectively, “**car2go**” or “**Sponsor**”). The Contest starts on October 12, 2018, at 12:00:01 AM PT and ends on October 28, 2018, at 11:59:59 PM PT (the “**Contest Period**”).

2. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

3. ELIGIBILITY

To enter the Contest, you must either be: (a) a legal resident of the United States (excluding Rhode Island, New York, and Florida), 18 years of age or older as of the date of entry; or (b) a legal resident of Canada (excluding Quebec) and have reached the age of majority in your province/territory of residence as of the date of entry.

Directors, officers, and employees of car2go, its parent companies, subsidiaries, affiliates, agencies, and advisors, and the immediate families of each, are not eligible to enter or win this Contest. In these Official Rules, “immediate family” includes mother, father, brothers, sisters, sons, daughters, partner, and/or spouse.

4. HOW TO ENTER

To become an entrant (“**Entrant**”) and be entered into the Contest, you must create an original short “spooky” Halloween-themed story that concludes with the protagonist escaping the “spooky” scenario by means of a car2go. You may reference the car2go Facebook, Instagram, and/or Twitter channels for inspiration. You must post your story on one of the following three social media platforms using the hashtags #Scarynotscary and #car2go in the post’s caption (or in the case of Facebook or Twitter, in the post’s body):

- Instagram: At www.instagram.com or via the mobile app.
- Facebook: At www.facebook.com (your status update must be made public)
- Via an Instagram or Facebook Story on the Entrant’s profile with a mobile device. Once the story has expired on the platform, Entrant must send the Entry directly to car2go’s Instagram or Facebook account, as applicable, in a direct message.
- Twitter: At www.twitter.com

Entries may be posted in the format of photo, video, or text. Photo entries must display the story as a text overlay on the photo.

An Entrant may only submit a maximum of one (1) Entry during the Contest Period. All entry information and submissions shall be collectively referred to herein as the “**Entries**” or each as an “**Entry**,” and the entry process described above shall be referred to as the “**Entry Process**.”

By entering the Contest, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Contest. No automated/robotic entry devices and/or programs are permitted, and any attempted form of entry other than what is specified here is prohibited. Entrants using multiple accounts to enter will be disqualified and their Entries deemed void. Entries are subject to verification and will be declared invalid if they are reproduced, falsified, altered, or tampered with in any way.

The following additional rules apply to each Entry:

*The Entry must not contain material that violates, misappropriates, or infringes upon any law or regulation or the rights of any third party, including any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or proprietary rights;

*The Entry must not disparage any person or entity;

*The Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortious, and/or defamatory;

*The Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and

*The Entry must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where the Entry is created.

*The Entry must not contain any copyrighted or trademarked material. It must be an original work.

5. SELECTION AND NOTIFICATION OF WINNER

On October 29, 2018, at 11:00 AM PT, a panel of three (3) car2go staff, including the Community Engagement Strategist, Regional Marketing Manager, and Creative Marketing Specialist, will select three (3) potential winners from all eligible Entries received during the Contest Period. An Entrant may win a maximum of one (1) prize. The selection will take place at the car2go Austin office located at 1717 W. 6th Street, Suite 425, Austin TX 78703.

All eligible entries will be considered for the grand prize and runner-up. Only video submissions will be considered for the video prize.

Prizes will be awarded for entries that are the most creative and relevant to the original prompt as determined by the car2go panel. Entries will be scored on a 5-point rubric based on creativity, humor or scariness, and originality. Winners will be determined as the highest scoring entries. In

the event of a tie, a member of the Digital Marketing Team will select a winner based on virality as best determined by his/her experience.

Selected Entrant(s) will be contacted by direct message on the social media platform where the Entry was posted, or by email, on or about October 29, 2018. To claim the prize, the winner should follow the instructions contained in Sponsor's notification, sent via direct message or email.

6. THE PRIZES

The three (3) prizes are as follows: One (1) "Hallowinner" Grand Prize of \$3,100 USD in a Visa gift card; one (1) "Halloweenie" runner-up prize of \$500 USD in a Visa gift card; and one (1) video prize of \$1000 USD in a Visa gift card. In the event the "Hallowinner" prize is awarded to a video submission, the video prize will be awarded to the runner-up video submission.

The total approximate retail value ("ARV") of all 3 prizes combined is \$4,600 USD.

7. DEADLINE FOR CLAIMING A PRIZE

To claim a prize, the potential winners should follow the instructions contained in their respective notification. All prizes must be claimed within two (2) business days of notification by the Sponsor. If a potential winner is a citizen of Canada, they will also be required to correctly answer, unaided, a time-limited mathematical skill-testing question posed by the Sponsor, at a mutually convenient time, prior to being declared a winner. Before being declared a winner, potential winners may also be required to sign a declaration and release form confirming compliance with the Contest Rules and acceptance of the prize as awarded, and releasing Sponsor and its affiliates, employees, directors, officers, suppliers, agents, sponsors, and administrators from any and all liability for any loss, harm, damages, cost, or expense arising out of participation in this Contest or participation in any prize-related activity, or the acceptance, use, or misuse of any prize, including, without limitation, costs, injuries, losses, and damages related to personal injuries, death, damage to, loss, or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, or from any and all claims of third parties arising therefrom. Such declaration and release form must be returned to the Sponsor within two (2) business days of the notification date indicated on the form or the potential winner will be disqualified and the prize forfeited. If a potential winner declines the prize, incorrectly answers the mathematical skill-testing question, if applicable, cannot be contacted by the Sponsor, does not claim their prize, does not fully complete the declaration and release form, or otherwise fails to comply with the Official Rules, said entrant will be disqualified and their prize will be declared void or will be awarded to an alternate selected potential winner. Sponsor is not responsible for the failure for any reason whatsoever of potential winners to receive any notification or to respond as prescribed above. Unclaimed or voided prizes will not be awarded to another Entrant.

8. NO REPRESENTATIONS OR WARRANTIES

car2go makes no representation or offers any warranty, express or implied, as to the quality or fitness of any prize. Winners understand and acknowledge that they may not seek reimbursement or pursue any legal or equitable remedy from car2go should a prize fail to be fit for its purpose or be, in any way, unsatisfactory to the winner(s).

9. PRIZES TO BE ACCEPTED AS AWARDED

Prizes must be accepted as awarded and cannot be transferred, substituted, or redeemed for cash or credit. Sponsor reserves the right, in its sole discretion, to substitute any and all of the prizes for prizes of equal value. Winners are responsible for all incidental and unspecified expenses incurred in connection with accepting and utilizing the prize ("**Expenses**"). Winners understand that they may not seek reimbursement for any Expenses from car2go. All gift card terms and conditions apply..

10. OWNERSHIP OF ENTRIES

All Entries shall become the property of car2go. By entering the Contest, Entrants hereby grant car2go (and car2go's licensees and assigns) a non-exclusive, perpetual, worldwide, irrevocable, royalty-free license to use, broadcast, display, publish, store, reproduce, distribute, syndicate, and otherwise use any Entry, in whole or in part (along with Entrant's name, likeness, hometown, comments, and/or prize information), in any and all media, now known and as may later come into being, for editorial, advertising, marketing, trade, and any other purpose without further permission or compensation, unless prohibited by law. As a condition of being awarded a prize, except where prohibited by law, a winner may be required to execute a written consent confirming the rights granted to car2go's right in this section, acceptance of these Official Rules, and release of liability, and any other legal or regulatory documents required by car2go in its sole discretion.

11. GENERAL RELEASE

car2go and its parent companies, subsidiaries, affiliates, directors, officers, advisors, employees, and agencies ("**Released Parties**") assume no responsibility for late, lost, incomplete, misdirected, garbled, distorted, damaged, stolen, destroyed, or otherwise indecipherable Entries due to any failure or technical malfunction of the on-line computer systems of equipment, servers, access providers, hardware, software, network, Internet, or other computer-related malfunctions or failures, poor reception, technical problems, failure of any email or submission, or due to any other reason regardless of cause. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, or technical failures of any sort, car2go may cancel, terminate, modify, extend, or suspend the Contest in its sole discretion. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, or acts of terrorism.

By entering the Contest, entrants further agree to release car2go and the Released Parties from any liability whatsoever, and waive any and all causes of action for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with participation in the Contest or delivery, misdelivery, acceptance, possession or use of, or inability to use any prize (including, without limitation, claims, costs, injuries, losses, and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, or defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty, or other theory.

12. CONSENT TO COLLECTION AND USE OF PERSONAL INFORMATION/ PRIVACY

By entering the Contest and voluntarily providing personal information, including name, phone number and e-mail address, each Entrant grants express permission to car2go for the collection

and use of the Entrant's personal information. Information collected from each Entrant is subject to car2go's Privacy Policy: <https://www.car2go.com/media/data/usa/files/website-privacy-policy.pdf>

13. NO DISRUPTION TO CONTEST

All Entrants agree to respect the Entry Process and the operation of the Contest as outlined in these Official Rules. car2go may disqualify or ban from this Contest and all future contests, sweepstakes, and/or promotions, any entrant or person who car2go believes is tampering with the Entry Process or the operation of the Contest, acting in a disruptive or unsportsmanlike manner, or behaving with the intent to annoy, abuse, threaten, defame, offend, or harass any person, including individuals associated with car2go, or is otherwise in violation of these Official Rules. Should any attempt be made by an entrant or other person to damage a website or to undermine the legitimate operation of the Contest, car2go may seek damages or other relief from such entrant or other person to the fullest extent permitted by law.

14. WHERE TO FIND THE OFFICIAL RULES

These Official Rules are available online at: <https://www.car2go.com/NA/en/contest-rules/>. All Entrants agree to abide by the Official Rules, which are subject to change at any time at the sole discretion of car2go and by the decisions of car2go, which are final and binding in all respects.

15. COMPLIANCE WITH LAWS/ GOVERNING LAW

This Contest is void where prohibited or restricted by law and is subject to all applicable federal, provincial, and local laws and regulations. All issues and questions concerning the Contest and the construction, validity, interpretation, and enforceability of these Official Rules will be governed, construed, and interpreted under the laws of the State of Texas. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of the Official Rules will remain in effect. Entrant agrees that, unless otherwise prohibited: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Austin, Texas, USA; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event lawyers' fees; and (c) under no circumstances 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 than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

16. WINNERS LIST

The names of the winners may be obtained by sending a self-addressed, stamped envelope by December 1, 2018, to: car2go NA, LLC, Attn: car2go Scary Not Scary Contest, 1717 W. 6th Street, Suite 425, Austin, TX 78703; or to: car2go Canada Ltd., Attn: car2go Scary Not Scary Contest, 330-321 Water Street, Vancouver, BC, V6B 1B8.

17. CONTEST SPONSOR ("Sponsor"): car2go NA, LLC, 1717 W. 6th Street, Suite 425, Austin, TX 78703; and car2go Canada Ltd., 330-321 Water Street, Vancouver, BC, V6B 1B8.

Abbreviated Rules:

No purchase necessary. Open to legal residents of the United States (excluding Rhode Island, New York, and Florida) who are age 18+ as of the date of entry, and legal residents of Canada (excluding Quebec) who have reached the age of majority in their province/territory of legal residence as of the date of entry. Ends October 28, 2018 at 11:59:59 PM PT. For Official Rules, see [URL](#). Void where prohibited.