

2022 WORK FROM FERRY CONTEST RULES

Contest Rules:

1. Definitions: The following definitions apply to these Contest Rules:
 - a. "Contest" means the 2022 Work From Ferry Contest.
 - b. "Contest Entry Form" and "entry" mean the Contest Entry Form provided by WETA.
 - c. "Entrant" means any person who submits a Contest Entry Form.
 - d. "Entrant's Social Media Content" means any and all content relating to the Contest posted by entrant on entrant's Social Media accounts.
 - e. "Released Parties" means WETA, Blue and Gold Fleet L.P., Social Media, and their respective officers, directors, shareholders, employees, contractors, subcontractors, representatives and agents.
 - f. "Social Media" means Instagram, Twitter, and Facebook.
 - g. "WETA" means the San Francisco Bay Area Water Emergency Transportation Authority.
 - h. "WETA's Website" means <https://www.sanfranciscobayferry.com> and all subdomains.
2. General Conditions:
 - a. No purchase is necessary to enter or win. A purchase will not increase your chances of winning. All federal, state, local, and municipal laws and regulations apply. Void where prohibited.
 - b. The Contest is subject to federal, state, and local laws and regulations.
 - c. Only one entry per person.
 - d. WETA reserves the right to cancel, suspend and/or modify the Contest, or any part of it, for any reason including without limitation any fraud, technical failures, entrant behavior or any other factor beyond WETA's reasonable control that impairs the integrity or proper functioning of the Contest, as determined by WETA in its sole discretion. WETA is not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. WETA reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Contest Rules or in an unsportsmanlike or disruptive

manner. Failure by WETA to enforce any provision of these Contest Rules does not constitute a waiver of that provision.

- e. By submitting an entry, Entrant grants WETA permission to repost Entrant's Social Media Content on WETA's Social Media accounts and WETA's Website. Entrant agrees that Released Parties are not responsible for any unauthorized use of Entrant's Social Media Content by third parties.
 - f. By submitting an entry, entrant agrees to allow WETA to take photos of entrant making use of the ferry as their office for a day, and further agrees to allow WETA to post such photos on WETA's Social Media accounts and WETA's Website, if entrant is selected as a winner.
 - g. By submitting an entry, entrants agree to comply at all times with all applicable Social Media rules and policies when posting content to entrant's Social Media accounts in connection with the Contest. Violation of a Social Media rule or policy is grounds for WETA to disqualify an entrant from participating in the Contest or receiving Contest prizes.
3. Eligibility: The Contest is open to legal residents of the fifty (50) United States and the District of Columbia who are at least 18 years old. Employees of WETA or Blue and Gold Fleet, L.P., as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible.
 4. Sponsor: The Contest is sponsored by WETA, a public agency. Entrants should be aware that any information provided to WETA, including but not limited to the Contest Entry Form, personal information, and Entrant's Social Media Content reposted by WETA, will be treated in accordance with public records laws and applicable privacy laws.
 5. Agreement to Contest Rules: Participation in the Contest constitutes entrants' full and unconditional agreement to and acceptance of these Contest Rules and WETA's decisions, which are final and binding in all respects relating to this Contest. To win the Contest prizes, entrants must comply with these Contest Rules and fulfill all other requirements set forth herein.
 6. Contest Period: The Contest begins on October 12, 2022 and ends on November 7, 2022 at 5:00 p.m. PST (the Contest Period). Entries that are submitted before or after the Contest Period will be disqualified.
 7. How to Enter: Submit a completed Contest Entry Form during the Contest Period on WETA's website.
 8. Winner Determination: Random drawing of completed, eligible entries administered by WETA staff.
 9. Winner Notification: Via email no later than November 10, 2022.
 10. Winner List: The Winner list will be posted on WETA's website once the prizes have been awarded and received.
 11. Prizes: Each winner will receive: one day pass for unlimited SF Bay Ferry rides; one SF Bay Ferry water bottle; one \$10 Red Bay Coffee gift card; one voucher for \$10 at the SF Bay Ferry concessions bar; and, one 4-pack of SF Bay Ferry

tickets for use on other days. Federal, state and local taxes, if any, are the sole responsibility of the winners. Winners are not entitled to exchange or transfer prizes or to obtain cash or other substitutes, but WETA in its sole discretion may substitute prizes of equal or greater value. Winner will have 30 calendar days from being notified to accept their prizes. If not claimed within 30 calendar days, prizes will automatically be considered forfeited.

12. Release and Limitations of Liability:

- a. By participating in the Contest, entrants agree that the Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- b. By participating, each entrant agrees: (a) to release, discharge and hold harmless the Released Parties from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any prizes; and (b) to the use of entrant's name, voice, entry, and/or likeness for WETA programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by WETA without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use.

13. Intellectual Property; Publicity Release: By submitting an entry, and to the extent allowed by law, entrant grants the Released Parties a perpetual, worldwide, royalty-free, non-exclusive, sub-licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse the entry, Entrant's Social Media Content, and all materials submitted in connection with the Contest in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party.

14. Disputes: Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the 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 California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, entrants rights and obligations, or the rights and obligations of WETA in connection with the Contest, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than California.