Citi Bike Ad Panel Design Contest - Official Rules

No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

1. **Eligibility:** This contest (the "Contest") is open only to legal residents, citizens or resident aliens of the states of New York, New Jersey, and Connecticut.

There is no age limit for participation. However, if you are under the age of eighteen (18), you can only participate in this Contest with the permission and involvement of your legal parent or guardian, as detailed below in Section 3.

Employees of Lyft, Inc. ("Sponsor" or "Judges"), Motivate International, Inc., any Lyft, Inc. subsidiary, or any past or current Citi Bike grant award winners, employees of Citigroup Inc.. as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.

- Entry Period: The Contest begins at 12:00 AM ET on June 24, 2022 and ends at 11:59
 PM ET on August 31, 2022 ("Entry Period"). Entries submitted before or after the Entry
 Period will not be eligible. Sponsor's computer is the official time-keeping device for the
 Contest.
- 3. **How to Enter**: To participate, you must submit all of the following by email to NYCcommunityprograms@lyft.com:
 - (i) Your original design (using the Design Template <u>linked here</u> and according to the Technical Specifications and Guidelines outlined below);
 - (ii) 2-4 sentences describing your design inspiration
 - o (iii) 1-2 sentences describing your connection to your community.
 - (iv) The following information:
 - If you are **18 or older**: your name, your date of birth, your mailing address and your phone number where you want to be contacted if you win.
 - If you are **under 18** as of the date of your submission: your name, your date of birth, the name of your parent or guardian (who will be Sponsor's point of contact for this contest), the mailing address of your parent or guardian, and the phone number of your parent or guardian. If you are under 18 and are a winner, we will be contacting your parent or guardian as you have provided.

Technical Specifications and Guidelines:

- No depictions of stunts or tricks or any unsafe riding on a Citi Bike bicycle or any bicycle
- No depicting or portraying minors or animals on a Citi Bike bicycle or any bicycle
- Ensure that riders depicted or captured abide by NYC's safety rules
- No depictions, drawings, images, or references to real people (living or deceased) unless you can provide proof of written approval
- No depictions of any brands, logos, or trademarks.
- All submissions must be appropriate and must not include any of the following: content that is or may be considered to be inappropriate (including, without limitation, content that is illegally discriminatory, harassing or intimidating on the basis of any characteristic or status that is protected by applicable law;

threatening, degrading, or demeaning; or offensive to any individual or group), names or images of celebrities or others including minors (i.e., under the age of 18 or as defined in the laws in submitters' jurisdiction) third-party artwork, or other items protected by third party intellectual property or other rights, pornography or adult content, nudity, content associated with alcohol, drugs, firearms, tobacco, religion, gambling or political issues.

- Rules for drawings:
 - Scan at highest setting
 - Drawing must extend past the red line
- Rules for photographs:
 - Minimum 200 dpi when image is at scale
 - Photos must be digitally overlaid on the template and must extend past the red line

Suggestions for Designers:

- Pixel (.jpg .gif .png .tif) and Vector (.ai .pdf .eps .svg) designs are accepted -vector designs work particularly well
 - Pixel designs should be formatted to the sizing in the template with a minimum of 200 DPI at scale.
- Designs should be CMYK color code (RGB is okay but the colors will print slightly differently).
- Designs should pass the cut lines to cover all the bleed. (red line on template)
- Hand-drawn designs should be ideally scanned (or photographed) and clipping masked into the design template.
- Design advice: Capture photos at the highest resolution of interesting textures and clipping mask these to the bicycle. Cell phone cameras will likely not capture enough dots per inch.
- o Design advice: Gradients look good. Complimentary colors are important.

Any submission that is missing any requested information or not fully received by Sponsor (for any reason) is an incomplete submission and is not eligible to win a Prize. When you send your complete submission, you will receive one (1) entry ("Entry"). Limit one (1) Entry per person. You may not use multiple accounts to enter. Sponsor may disqualify any participant that attempts to enter through multiple accounts. By entering, you indicate your full agreement to these Official Rules and Sponsor's decisions regarding the Contest, which are final and binding. If you are under 18 as of the date of submission, your parent or guardian identified in your Entry will be required to indicate his or her full agreement to these Official Rules and other documentation as outlined in section 5 below.

Designs must be the submitter's own original work and must not use third-party intellectual property. Designs that use third party intellectual property will not be eligible to win. As a condition of Winning, you agree to grant Sponsor a perpetual license to your winning Entry and agree to execute documentation confirming this license and confirming the submitted design does not incorporate any third-party intellectual property.

- 4. **Winner Determination**: After the close of the Entry Period, the Judges (comprised of members of the Citi Bike Equity Advisory Board) will review all eligible Entries to determine the most compelling Entries based on the following judging criteria:
 - ⅓ based on originality
 - ⅓ based on meaning or inspiration behind the design
 - ∘ ⅓ based aesthetic.

On or about the week of October 9, 2022, the four (4) most compelling eligible Entries as determined by the Judges' highest scores will be deemed winning Entries (each a "Potential Winner"). Sponsor will call all Potential Winners (or their parent/guardian) at the phone number included in the Entry. Sponsor will try to contact potential winners by phone no more than three (3) times and if no contact is made within 48 hours, Sponsor may choose a new Potential Winner, in its sole discretion. Subject to verification of eligibility and compliance with the terms of these Official Rules, and execution of necessary license documents, tax documents and other documents, outlined below in Section 5, the Potential Winners, as determined by the Judges, will be declared the official winners of the Contest (each a "Winner").

- 5. **Potential Winner Requirements**: Except where prohibited, a Potential Winner or his or her parent/guardian may be required to complete and return a perpetual license to Sponsor to use and reproduce the submitted design, an affidavit of eligibility, and liability/publicity release. Each Potential Winner or his or her parent/guardian may also be required to sign and return to the Sponsor a completed Form W 9 ("W-9") for tax reporting purposes, in order to claim his/her Prize. If a Potential Winner fails to sign and return these documents within the required time period, a new Potential Winner may be selected in his/her place, in Sponsor's sole discretion.
- 6. Prizes: Each Winner will receive five hundred dollars (\$500) in Mastercard gift card (the "Prize"). Retail value of the Prize is \$500.00 USD. The total fair market value of all Prizes is collectively \$2,000. Each Winner will also have their winning Entry design displayed on ad panels throughout the community. A winner is responsible for paying any applicable income taxes and any and all other fees, costs and expenses not listed above. Any Prize details not specified above will be determined by Sponsor, in its sole discretion. A Prize may not be transferred and must be accepted as awarded, and any difference between approximate and actual Prize value will not be awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a Prize with another prize of equal or greater value if the Prize is not available for any reason, as determined by Sponsor, in its sole discretion.
- 7. **License Grant**: By entering the Contest, you grant Sponsor, its agents, licensees, and assigns, an exclusive, irrevocable, perpetual, worldwide, royalty-free, right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your Entry as-is or as-edited (with or without your name, image and likeness, and the likeness of any other individuals depicted in your Entry) in any media throughout the world for any purpose, without limitation, and without additional review, compensation or approval from you. Winning Entrants agree that their name and winning Entry can be posted on Sponsor's social media.
- 8. **General Conditions**: In the event that the operation, security, or administration of the Contest is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that

best conforms to the spirit of these Official Rules; or (b) award the Prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the operation of the Contest, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner. Sponsor reserves the right to seek damages from any person who seeks to undermine the legitimate operation of the Contest. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

- 9. Release and Limitations of Liability: By entering, you agree to release and hold harmless Sponsor, Citigroup Inc., Twitter, Instagram, and each of its respective parents, subsidiaries, affiliates, officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of or related to participation in the Contest or receipt or use of any Prize, including, but not limited to (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) technical errors that may prevent an individual from participating or receiving direct messages related to the Contest: (d) printing errors: (e) lost, late, postage-due, misdirected, or undeliverable mail: (f) errors in the administration of the Contest or the processing of posts; or (g) injury or damage to persons or property. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorneys' fees or other legal costs. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, or indirect damages. All potential winners are subject to verification by Sponsor, whose decisions are final and binding in all matters related to this Contest. An entrant is not a winner of any Prize, even if the Contest should so indicate, unless and until entrant's eligibility and the potential winning Entry has been verified and entrant has been notified that verification is complete. Sponsor will not accept alternative evidence of winning in lieu of its validation process.
- 10. Disputes: You agree 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 arbitration pursuant to the rules of the American Arbitration Association. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of California, except as preempted by FAA, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California. In the event of any conflict between this provision and the dispute resolution and arbitration agreement in the Lyft Terms of Service https://www.lyft.com/terms, the Lyft Terms of Service shall govern.
- 11. Privacy: Personal information collected from entrants will be used by Sponsor to administer the Contest and otherwise in accordance with Sponsor's privacy policy, available at www.lyft.com/privacy.
- 12. Sponsor: The Contest is sponsored by Lyft, Inc., 185 Berry Street, Suite 5000, San Francisco, California 94107. The Contest is not sponsored by, endorsed by, administered by, or associated with Twitter or Instagram.