

CaBi Winter Bikeshare Bingo

Official Rules

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

Potential winner(s) will be required to respond to winner notification from Sponsor (defined below) within 24 hours and may then be required to execute and return additional winner documents (described below) – all according to the notice(s) from Sponsor – or prize may be forfeited (in Sponsor’s sole discretion).

By entering this Sweepstakes, you agree to these Official Rules. These Official Rules are a contract and include a limitation on your rights and remedies, a requirement that disputes be resolved through binding arbitration, and a waiver of class-action claims or class arbitration.

1. **Eligibility:** This sweepstakes (the “Sweepstakes”) is open only to legal residents of any one of the fifty United States or District of Columbia who are at least eighteen (18) years old and the age of majority. Employees of Lyft, Inc. (“Sponsor”) or any affiliate or subsidiary of Sponsor, as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.
2. **Entry Period:** The Sweepstakes begins at 12:00:00 PM ET on December 21, 2022, and ends at 12:00:00 PM ET on January 16, 2023 (“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 Sweepstakes.
3. **How to Enter:** If you meet the eligibility requirements described above, you may participate in the Sweepstakes by taking a screenshot of the digital Capital Bikeshare Winter Bingo card with winter activities marked off that the entrant has completed. Then, to enter, post a screenshot of your digital Capital Bikeshare Winter Bingo card to one of the Platforms, as described below. By posting during the Entry Period in accordance with the instructions below and these Official Rules, you will earn one (1) Entry into this Sweepstakes – subject to the limit described below.

Instagram. During the Entry Period, post from your personal Instagram account a post that includes a screenshot of your digital Capital Bikeshare Winter Bingo card with winter activities marked off that you have completed, together with a mention of @capitalbikeshare and the required hashtags #CaBiWinterRides and #Sweepstakes (“Required Tags”) in the post caption. Content posted as an Instagram Story will not count as a qualifying entry post or earn an entry in this Sweepstakes.

Twitter. During the Entry Period, post from your personal Twitter account a single tweet that includes a screenshot of your digital Capital Bikeshare Winter Bingo card with winter activities marked off that you have completed, together with a mention of @bikeshare and the required hashtags #CaBiWinterRides and #Sweepstakes (“Required Tags”).

Any purported entry post or comment made as described above is referred to in these Official Rules as an “Entry Post.” Any image, video, text, or other user-generated content included in your Entry Post or viewable as part of your public profile on the applicable Platform(s) are collectively referred to herein as your “Entrant Content.” All Entry Content you submit in connection with this Sweepstakes must comply with these Official Rules, including the “Submission Requirements” detailed below.

Entry Posts must be publicly visible and not made from a “private” or similarly configured account. Any purported Entry Post that is not both actually visible and timely received by Sponsor will not be entered into the Sweepstakes. For purposes of this Sweepstakes, an Entry Post is “received” when the applicable Platform records the completion of the Entry Post and it is visible/identifiable to Sponsor. Entry Post must remain visible to Sponsor throughout the award of the prize in the Sweepstakes and Sponsor may, in its sole discretion, disqualify any entrant for whom any Entry Post is removed or otherwise made invisible to Sponsor prior to such time for any reason (including, without limitation, as a result of the Entry Post having been “flagged” or identified as inappropriate by the applicable Platform). Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect the ability of Sponsor to locate a purported Entry Post. It is each entrant’s responsibility to set their account settings on the applicable Platform to ensure that any purported Entry Post is made publicly, to accept contacts by Sponsor, and to timely check their account for any comments, mentions, messages, or other communications from Sponsor. Sponsor is not responsible for changes to any functionality or policy of the Platform that may interfere with the Sweepstakes or ability of an entrant to timely enter or otherwise participate at all. Sponsor, in its sole discretion, may

accept or disqualify any entrant whose purported Entry Post fails to include the Required Tags or includes any technically incorrect/misspelled tag.

There is a limit of one (1) Entry per person for the entire Sweepstakes, and you may not use multiple accounts to enter and may not enter through more than one entry method. Sponsor may disqualify any entrant that attempts to enter more than one (1) time. Entries that are late, misdirected, illegitimate, incomprehensible, or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries or participation made by you on behalf of any other individual or any entity or group, made by another on your behalf, or originating at any online service other than the as described above (including, without limitation, through a commercial promotion-entering service) will be declared invalid and disqualified. As a condition of entering the Sweepstakes, without limiting any other provision in these Official Rules, each entrant gives consent for Sponsor and its agents to obtain and deliver his or her name, address, and other information and content to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations, and rules, including, without limitation, publishing that information on a publicly available winners list. By entering, you indicate your full agreement to these Official Rules and Sponsor's decisions regarding the Sweepstakes, which are final and binding.

This Sweepstakes is in no way sponsored, approved of, or endorsed by Meta Platforms, Inc. (d/b/a "Instagram") or Twitter, Inc. ("Twitter"). For the purpose of these rules, Instagram and Twitter are collectively referred to as the "Platform(s)."

4. **Submission Requirements.** All Entrant Content you submit in this Sweepstakes must meet all of the requirements in these Official Rules, including the following Submission Requirements, or you may be disqualified (as determined by Sponsor in its sole discretion):

- Entrant Content and your use of any Platform to participate in the Sweepstakes must at all times comply with all terms and policies applicable to your use of such Platform as imposed by the Platform operator. This includes, without limitation: Instagram's [Terms](#) and [Community Guidelines](#) and Twitter's [Terms of Service](#) and [Rules](#).

5. **Drawing/Odds:** On or about January 17, 2023, Sponsor will select 100 potential winner(s) who will receive one (1) prize each in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received.

6. **Winner Notification; Potential Winner Requirements:**

Within approximately three (3) business days of the drawing, Sponsor will send a direct message from its @bikeshare account on Twitter or @capitalbikeshare account on Instagram to each potential winner's account on that Platform with instructions on how to claim the Prize. In addition or in the alternative, Sponsor may – in its sole discretion – post a comment on the potentially winning entry or an @mention to the potential winner's account with instructions on how to claim the Prize. (This includes, without limitation, where the user is not a follower of Sponsor's @Lyft account or the Platform settings otherwise prevent Sponsor from sending the potential winner a direct message.) It is the potential winners' responsibility to set their account settings on the applicable Platform to accept contacts by Sponsor and to timely check their account for any comments, mentions, @replies, messages, or other communications from Sponsor. **Failure to timely respond or complete any of the steps set forth in the notification for any reason, including failure by any potential winner to notice or accept a comment, mention, @reply, direct message or other communication sent by Sponsor, may result in disqualification of such potential winner and selection of an alternate winner.**

A potential winner will be required to respond to the initial notification within 24 hours and in accordance with the instructions in his or her notification. If the potential winner fails to respond as instructed within 24 hours or if the notification is returned as undeliverable or fails to reach the potential winner for any reason, the potential winner will be disqualified and an alternate winner may be selected at Sponsor's sole discretion (and time permitting), who will be subject to disqualification in the same manner. A potential winner may (in Sponsor's sole discretion) be required to complete and return an affidavit of eligibility and liability/publicity release (except where a publicity release is prohibited by law) or other prize-acceptance documents. If the Sponsor does not already have one on file, each potential winner may 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 (as set forth in Sponsor's instructions to the potential winner), an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. All potential winners

and winner documents are subject to verification by Sponsor, whose decisions are final and binding in all matters related to this Sweepstakes. An entrant is not a winner of any Prize, even if the Sponsor 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. Sponsor is not obligated to pursue more than three (3) alternate winners for a prize (time permitting) for any reason, in which case such prize may go unawarded.

7. **Prizes:** Each winner will win one (1) free ride (up to \$5 max) on any Capital Bikeshare bike (classic or ebike) (expires on Feb 8, 2023). ARV of each prize is \$5. The total approximate retail value of all Prizes available in this Sweepstakes is: \$500. Winner must have an active Capital Bikeshare account in order to use prize.

A winner is responsible for paying any applicable income taxes and any and all other fees, costs and expenses related to prize acceptance and use and not listed above as being included with the Prize. 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 for any reason and in its sole discretion, including, without limitation, if the Prize is not available.

8. **License Grant:** By entering the Sweepstakes, you grant Sponsor, its agents, licensees, and assigns (collectively, "Licensees"), an irrevocable, perpetual, worldwide, royalty-free, non-exclusive 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, voice, image, likeness, and any other personal attribute protectable under applicable law – to which you also grant the Licensees an equivalent right and permission) in any media throughout the world for any purpose, without limitation, and without additional review, compensation or approval from you.

9. **General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way or the Sweepstakes is otherwise incapable of running as planned, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the Prize(s) at random from among the eligible, non-suspect entries received up to the time of the impairment (if any) or as otherwise deemed fair and appropriate by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion and at any time, to disqualify any individual who tampers or attempts to tamper with the operation of the Sweepstakes, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner (even if such individual has been identified or announced as a winner or potential winner). Sponsor reserves the right to seek damages from any person who seeks to undermine the legitimate operation of the Sweepstakes. 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 shall not be deemed proof of receipt of that communication by Sponsor. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited. In the event of a dispute concerning the identity of a participant, the participant will be declared to be the registered account holder of the email address through which the winning entry was submitted or associated with the Platform account used to enter, but only if that person meets all other eligibility criteria – otherwise the entry may, in Sponsor's sole discretion, be disqualified and any potential prize won forfeited. Winner may be required to show proof of being the registered account holder. If a dispute cannot be resolved to Sponsor's satisfaction, in its sole discretion, the entry will be deemed ineligible. Without limiting any other provision in these Official Rules, Released Parties (defined below) are not responsible or liable to any entrant or winner (or any person claiming through such entrant or winner) for failure to supply a prize or any part thereof in the event that any of the Sweepstakes activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, threatened or actual terrorist acts, war (declared or undeclared), civil disturbance, epidemic/pandemic or similar public-health crisis, fire, earthquake, flood, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

10. **Release and Limitations of Liability:** By entering, you agree to release and hold harmless Lyft, Capital Bikeshare, Twitter and Instagram and each of their 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 Sweepstakes or receipt or use of any Prize, including, but not limited to (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) technical errors, platform settings, active or passive filtering of any kind, or insufficient space in an entrant's voicemail or email inbox that may prevent an individual from participating or receiving direct messages or other communications from Sponsor related to the Sweepstakes; (d) printing errors; (e) lost, late, postage-due, misdirected, or undeliverable mail, email or other communications from Sponsor; (f) errors in the administration of the Sweepstakes or the processing of entries; or (g) death, injury, or damage to/loss of 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.

To the fullest extent permitted by applicable law, any winner agrees that the Prize is provided as-is without any warranty, representation, or guarantee, express or implied, in fact or in law, whether now known or hereinafter enacted, relative to the use or enjoyment of the Prize, including, without limitation, its quality, merchantability, or fitness for a particular purpose. Each entrant understands and agrees that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived by him/her. Section 1542 reads: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

11. **Disputes:** You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes 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 Sweepstakes, 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.
12. **Winners List/Official Rules:** A copy of these Official Rules is available online during the Entry Period by visiting [https://assets.ctfassets.net/p6ae3zqfb1e3/6cKSV0eOrgWuyFIL9no4pb/def903282741af9f51ce73bc686111f3/CaBi_Winter_Sweepstakes.pdf]. For information about who won, send an email to capitalbikesharemarketing@lyft.com with the subject line "Capital Bikeshare Winter Bingo – Winner List." Requests for winner information must be received no later than six (6) months after the end of the Entry Period.
13. **Privacy:** Any personal information collected from entrants will be used by Sponsor to administer the Sweepstakes and otherwise in accordance with Sponsor's privacy policy, available at www.lyft.com/privacy.
14. **Sponsor:** The Sweepstakes is sponsored by Lyft, Inc., 185 Berry Street, Suite 300, San Francisco, California 94107. Reference to third parties in connection with third-party websites, products, or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.