

UNITED WAY OF SALT LAKE

2015 BMW 3 SERIES LEASE GIVEAWAY SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A DONATION OF ANY KIND WILL NOT AFFECT OR INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON. VOID WHERE PROHIBITED BY LAW. MUST BE PRESENT TO WIN.

- 1. Administrator and Prize Providers:** United Way of Salt Lake, 257 East 200 South, Suite 300, Salt Lake City, UT 84111 (“UWSL”). BMW of Murray, 4735 South State Street, Murray, UT 84107 and Tesoro Corporation, 474 West 900 North, Salt Lake City, UT 83103 (collectively, “Prize Providers”). UWSL presents these Official Rules (“Official Rules”).
- 2. Sweepstakes Description:** UWSL is conducting a random drawing (the “Sweepstakes”) from the eligible entries collected as a result of the multiple methods of entry described below (each an “Entry”). The Sweepstakes will start in spring of 2014, and the end date of the Sweepstakes will be Friday, April 10, 2015, at 5:00:00 PM Mountain Time (the “Sweepstakes Period”). UWSL’s method of timekeeping is the official time clock for the Sweepstakes and is final and undisputable.
- 3. Eligibility:**
 - (a) To be eligible to participate (in each case as an “Eligible Participant”) in the Sweepstakes, you must (i) be a current legal resident in UWSL’s service area (Salt Lake, Summit, Davis and Tooele counties of the state of Utah) or an employee whose organization/employer is located in UWSL’s service area, (ii) be twenty-one (21) years of age or older as of the date of entry, (iii) hold a valid U.S. driver’s license, and (iv) have current and valid vehicle liability insurance.
 - (b) The following entities or persons are disqualified from entering the Sweepstakes:
 - i. any individuals (including but not limited to employees, consultants, independent contractors and interns) who have, within six (6) months prior to the beginning of the Sweepstakes Period, held employment with or performed services for UWSL or the Prize Providers (collectively, “Sweepstakes Entities”);
 - ii. any organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes; and
 - iii. any immediate family and household members of the foregoing individuals.
 - (c) Participation constitutes full and unconditional agreement to, and acceptance of, these Official Rules. This Sweepstakes is subject to, and all Eligible Participants shall comply with, all applicable federal, state and local laws and regulations in the state of residence of Eligible Participant.
- 4. How to Enter the Sweepstakes:**

- (a) To participate in the Sweepstakes, Eligible Participants must complete at least one of the following:
- i. attend a UWSL educational campaign meeting at your workplace and scan the QR code on the paper entry form or fill out the paper entry form (the “Entry Form”) provided to attendees, including name, home address, email address and any other requested information. Provide the completed Entry Form to your company’s Employee Campaign Manager, who will provide all completed Entry Forms to UWSL. **Entry Forms must be received no later than Friday, April 10, 2015;** or
 - ii. go online to www.uw.org/uw101, complete the short media presentation (including a short video and quiz), and fill out the online entry form, including name, home address, email address and any other requested information.

The Eligible Participant’s score on the quiz has no influence or consequence on this Sweepstakes or the Entry.

- (b) All required Entry information must be completed in full to be considered valid. Proof of delivery of Entry will not be deemed as proof of Entry. Any attempted form of Entry other than as described herein is void. Entries in violation of these Official Rules will be disqualified. **Limit one (1) Entry per Eligible Participant.** Any Entry that includes illegal, false, or fraudulent information, obscenities, objectionable material, or which defames or invades the publicity or privacy rights of any person, living or deceased, or otherwise infringes upon any third party’s personal or proprietary rights, publicity rights, will be disqualified. Any attempt by an Eligible Participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, or any other methods will void such entries and that Eligible Participant may be disqualified, as determined by UWSL in its sole discretion. Entries that are incomplete, illegible or corrupted are void and will not be accepted.

- 5. Selection of Finalists:** UWSL shall conduct a random drawing each day to select two (2) finalists for the Sweepstakes (each “Finalist”) over a five (5) day period, for a total of ten (10) Finalists, from all eligible Entries received during the Sweepstakes Period from April 13, 2015, to April 17, 2015 (“Drawing Week”). The Finalists shall be notified by telephone, email and/or a personal visit.
- 6. Selection of Winner:** During the month of May 2015, UWSL will hold the 2015 Celebration of Service event in the Salt Lake area (the “Event”). Final date, time and location will be provided to all Finalists. **Each Finalist must be present to be eligible to win the Prize.** Each Finalist will select from one (1) of ten (10) keys, which that Finalist will use to attempt to start a BMW vehicle. The Finalist whose chosen key starts the BMW vehicle will win the grand prize (“Grand Prize”). The other nine (9) Finalists, if in attendance, will be awarded a consolation prize (each a “Consolation Prize”). The Grand Prize and Consolation Prizes shall collectively be referred to as “Prizes.”

In the event that no Finalists attend the Event, there will be no key drawing and the applicable Prize(s) will not be awarded. The selected Winner shall be required to provide, seven (7) days prior to the Event, photo identification, proof of a valid U.S. driver’s license, proof of Utah residence, and proof of vehicle liability insurance. Winner shall also be required to verify name and complete address and to execute before a notary public and return within seven (7) days an affidavit of eligibility and liability/publicity release covering eligibility, liability, advertising, publicity and media appearance issues, unless prohibited by law. The failure to timely provide such documentation shall result in forfeiture of the Grand Prize and, in such case, UWSL shall randomly select an alternate Winner from among the remaining eligible Finalists. If an alternate Winner fails to timely provide such documentation, UWSL shall repeat this process a maximum of three (3)

times. In the event that no Winner timely provides such documentation, the Grand Prize will not be awarded. In addition, Winner may be subject to additional qualifications in order to lease the Grand Prize vehicle. Qualifying factors may be different for each Eligible Participant depending on factors such as credit history. The Grand Prize shall not be awarded until all such properly executed and notarized forms are returned (“Verification”).

7. Prizes:

(a) The following Grand Prize will be awarded to the Winner of the Sweepstakes: a one (1) year lease of a 2015 BMW 3 series vehicle, one (1) year of free gas, and five thousand dollars (\$5,000.00 USD). The approximate retail value (“ARV”) of the Grand Prize is nineteen thousand five hundred dollars (\$19,500.00 USD).

(b) A total of nine (9) Consolation Prizes will be awarded to the Finalists of the Sweepstakes, excluding the Winner, to be determined at a later date. The ARV of each Consolation Prize is one hundred fifty dollars to five hundred dollars (\$150-500 USD).

(c) A total of ten (10) Prizes will be awarded for the Sweepstakes and the total ARV of all Prizes is twenty four thousand dollars (\$24,000.00 USD).

8. Prize Award and Restrictions: The Grand Prize will be awarded to the Winner after all Verification is complete. The Consolation Prizes will be awarded to the Finalists at the Event. All costs and expenses not stated herein as part of the Prize are the Winner’s or Finalist’s sole responsibility. The Grand Prize will be forfeited if the Winner is not eligible for the lease as specified by UWSL or Prize Providers. The Winner is solely responsible for obtaining any vehicle insurance (including the required vehicle liability insurance) that they may wish to obtain at their own expense and hereby acknowledge that UWSL has not and will not obtain or provide any form of insurance. Winner is required to maintain valid vehicle liability insurance during the entire lease period. If a Prize, or any portion thereof, cannot be awarded for any reason, UWSL reserves the right to substitute a Prize with another Prize of equal or greater value. Prizes are non-transferable. It is expressly understood that UWSL is under no obligation to any Winner or Finalist other than as expressly set forth herein. **Winner and Finalists are solely responsible for all federal, state and local taxes and fees, including any vehicle title costs or fees, associated with the receipt of any Prize. Should federal, state or local law impose any tax reporting or filing obligations on UWSL arising out of the Winner’s or Finalist’s participation in the Sweepstakes (including the receipt of and/or use of a Prize), the Winner and Finalists agree to timely provide UWSL with any information that is reasonably needed for UWSL to comply with any such reporting or filing obligations.**

9. Limitations of Liability and Release: No liability or responsibility is assumed by UWSL resulting from any Eligible Participant’s participation in or attempt to participate in the Sweepstakes. UWSL is not responsible for any typographical errors in the announcement of a Prize or these Official Rules. By participating in the Sweepstakes, Eligible Participants agree to release and hold the Sweepstakes Entities harmless from any and all claims, damages or liabilities arising from or relating to such Eligible Participant’s participation in the Sweepstakes including, without limitation, any use or misuse of a Prize. By accepting a Prize, Winner or a Finalist agrees to release and hold UWSL harmless for any loss or injury including, without limitation, any personal injury or property damage resulting from participation in the Sweepstakes. A Prize may be deemed compensation to Winner or a Finalist and may be subject to withholding in accordance with UWSL’s payroll practices.

- 10. Publicity Release:** Participation in Sweepstakes and/or acceptance of a Prize constitutes permission for UWSL to use, without notice or further compensation, worldwide and in perpetuity, any Eligible Participant's Entry, photo, likeness, biographical information, statement and voice in any and all media for any purpose, including without limitation, advertising and Sweepstakes purposes as well as in, on or in connection with UWSL's website or the Sweepstakes, and Eligible Participant hereby release the Sweepstakes Entities from any liability with respect thereto (each a "Publicity Release").
- 11. General:** By participating, Eligible Participants agree to these Official Rules and UWSL's privacy policy (available at <http://engage.uw.org/site/PageServer?pagename=privacypolicy>), which is final and binding in all respects. Winner and Finalists must comply with any and all requirements and limitations associated with use of a Prize. If for any reason the Sweepstakes is not capable of running as planned, UWSL reserves the right, at its sole discretion, to suspend, cancel, modify or terminate the Sweepstakes, or any part of it.
- 12. Disputes:** Disputes, including construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Utah without regard to choice of law or conflict of law principles (whether of the State of Utah or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Utah. Any dispute, claims and causes of action arising out of or connected in any way with the Sweepstakes or a Prize awarded shall be resolved individually, without resort to any form of class action, and brought exclusively in a federal or state court in the state of Utah. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees. Under no circumstances will an Eligible Participant be permitted to obtain awards for, and Eligible Participant 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.
- 13. Winner List/Rules Request:** For Winner's name or Official Rules, send a written request, specifying "Official Rules" or "Winner List," to UWSL at the above address.
- 14. Odds of Winning:** Odds of becoming a Finalist depend on the number of Entries received in the Sweepstakes Period. Odds of becoming a Winner are 10% among Finalists.