

## OFFICIAL RULES

These rules (the “Official Rules”) govern your participation in the 2021 Get There Games, which awards prizes to teams who make trips using transportation options other than single-occupant cars. Please read these Official Rules carefully before submitting your entry. If you do not agree to the terms of these Official Rules, you should not enter. Participation constitutes your full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Get There Games.

### Eligibility

The 2021 Get There Games are sponsored and administered by the Oregon Department of Transportation (“ODOT” or “Sponsor”), 355 Capital Street NE, MS11, Salem, Oregon 97301-3871

The Get There Games are open only to the following groups:

- Residents of the Salem-Keizer area
- Employees in the Salem-Keizer area

You must be at least 18 years of age or older at the time of entry. Void where prohibited. Subject to all applicable federal, state and local laws and regulations.

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE CHANCES OF WINNING.**

### Get There Games Duration

**Prizes:** Entries may be logged between 12:00 a.m. (PDT) on the first day of the Get There Games (June 1, 2021) and 11:59 pm (PDT) on the last day of the Get There Games (June 30, 2021) to be eligible for prizes.

The online Get There Platform will be the official time-keeping device.

## How to Enter

To enter the Get There Games, you first must register online at [GetThereOregon.com](http://GetThereOregon.com) or sign into your existing account. Once you have registered an account, you may create or join a team with a minimum of two members and a maximum of ten members. You may begin logging Transportation Options trips ("T.O. Trips") in the Get There trip logging widget or via the CommuteTracker by RideAmigos mobile app. The trip logging widget and the CommuteTracker app default to a two-way trip. If your trip is only one way, be sure to click No Return Trip. "Transportation Options," for the purposes of the Get There Games, include carpool, vanpool, remote work, transit, walk, bike, skate, and electric scooter. A one-way T.O. Trip is any trip for any purpose that includes travel from one location to a second location using a Transportation Option. In cases where multiple Transportation Options are used to get to a destination, each leg of the route using a different Transportation Option counts as a separate T.O. Trip. For example, biking from home to work counts as one T.O. Trip; biking from home to work and then back home counts as two T.O. Trips; biking to a bus stop and taking the bus to work counts as two T.O. Trips; and biking to a bus stop, taking the bus to work, and then taking the bus and biking home counts as four T.O. Trips. Multiple logged T.O. Trips per person per day are permitted.

The following modes of transportation do not count toward the Get There Games:

- Driving alone, driving alone in an electric vehicle, motorcycles, taxis, or rideshare (e.g. Uber, Lyft).
- Remote work trips are defined as trips that you would have otherwise made. If you are a remote worker (i.e., you would not otherwise commute to an office or other location) then you are not qualified to log remote

work trips. However, you can log other trip purposes; for example, if you walk to the store or ride a bike to dinner.

### **First & Second Place Prizes – Specific Requirements**

To be eligible for the drawing to win a first or second place prize, your team must log more trips than any other team. The team that logs the most T.O. trips from June 1 - June 30 will win the first place prize. Each member of the team will receive the same prize. The team that logs the second most T.O. trips from June 1 - June 30 will win the second place prize. Each member of the team will receive the same prize.

### **Bonus Raffle – Specific Requirements**

To be eligible for the bonus raffle, your team must log at least one bike trip. All teams that log at least one bike trip will be entered into a bonus raffle. The first and second place teams will not be included in the bonus raffle.

### **Winner Selection**

Drawings will be held on July 1, the day after the Get There Games end. The first and second place winning teams will be selected based on total number of trips and the bonus raffle winning team will be selected at random and each member of the team will be notified by the phone number or email address associated with their account within 24 hours of that day's drawing. Odds of winning are based on the number of entrants, and the number of daily T.O. Trips logged per team.

## General Rules

1. Winning is contingent upon compliance with these Official Rules, including rules regarding eligibility for participation.
2. Sponsor (ODOT) reserves the right to cancel, terminate, modify, or suspend the Get There Games if necessary for any reason, including but not limited to non-compliance with these Official Rules, fraud or technical reasons including computer viruses, bugs, tampering, or any other technical failures. Sponsor assumes no liability for lost, late, illegible, incomplete, or misdirected entries or for any problem with internet connection or technical problems that might hinder the ability of any person to enter the Get There Games. Sponsor is not liable for typographical errors in these Official Rules or other promotional materials relating to the Get There Games.
3. In the event of a dispute, the holder of the established email account associated with the account registered with GetThereOregon.com shall be deemed the entrant. If no established email account is present, the holder of the established phone number shall be deemed the entrant. If the potential winner cannot be contacted, does not respond within three (3) calendar days or a notification is returned as undeliverable, such potential winner forfeits all rights to any prize, and an alternate winner may be selected.
4. Sponsor does not provide any warranty with respect to the prize. If a prize becomes unavailable for any reason, Sponsor may substitute a prize of equal or greater value. Winners are solely responsible for reporting and payment of any taxes on prizes.
5. Prizes may be delivered by mail. Sponsor is not responsible for prizes that are lost, damaged, or stolen during or after delivery.
6. By accepting a prize, you consent to Sponsor's and its agents' use and publication of your name, hometown, likeness, photograph, voice, and statements in any media without further compensation or other consideration. Such use may be for editorial, public relations,

promotional, or advertising purposes, or any other legal purpose as deemed reasonable by Sponsor.

7. An entrant is not a winner of any prize, even if the sponsor's website should so indicate, unless and until entrant's eligibility and compliance with the official rules have been verified and entrant has been notified that verification is complete. Sponsor will not accept screenshots or other evidence of winning in lieu of its validation process. Any entry that occurs after Sponsor's computer system has been compromised or failed for any reason is deemed a defective entry, is void and will not be honored.
8. **By entering the Get There Games, you release and hold harmless Sponsor, subcontractors, TO partners, any prize provider, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property or technology, arising out of participation in the Get There Games, including the receipt, use, or misuse of any prize.**
9. Entrant shall defend, indemnify and hold Sponsor, its officers, directors, agents, employees, affiliates, and customers harmless from any and all claims, liabilities, costs and damages (including attorneys' fees) arising from or in connection with any breach of these Official Rules, and agrees that Sponsor will have no liability whatsoever for any claims, losses, or damages due to entrant's acts, omissions, or breaches of these terms. In no way and no event will Sponsor be liable for any indirect, special, consequential, incidental, or punitive damages with respect to any and all claims arising from or related to Entrant's participation in the Get There Games.
10. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors, or errors in equipment or programming used in association with the

execution of the Get There Games; (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 Get There Games; or (4) technical or human error which may occur in the administration of the Get There Games or the processing of entries. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Get There Games. If it is not possible to award another entry due to discontinuance of the Get There Games, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

11. These Official Rules are governed by the laws of the state of Oregon, without regard to its conflict of laws principles. Any dispute arising out of the Get There Games will be resolved in the state and federal courts located in Salem, Oregon, and all parties consent to the sole and exclusive jurisdiction of such courts.
12. All intellectual property used by Sponsor in connection with the promotion and/or administration of the Get There Games, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

13. Sponsor does not sell or rent personally identifiable information. The information you provide will only be used to contact you if you are a potential winner. Entrants should be aware that Sponsor is a public agency, and personal information provided to Sponsor may be disclosed in accordance with public records laws. Sponsor may share aggregate data about your T.O. Trips, provided that the data will not be shared in a way that can identify you personally. All entries/trip logs shall be the property of Sponsor.

Sponsors' address:

Oregon Department of Transportation

355 Capitol Street NE, MS 11

Salem, OR 97301-3871