

Official Rules for BATMA's Vacation Mode Contest

These rules govern all aspects of participation and prize award

- 1. Introduction.** The Vacation Mode contest ("Contest") is sponsored by the Buckhead Area Transportation Management Association ("BATMA"). One (1) grand prize winner will be randomly selected from all eligible entries received. The grand prize for which an entrant is eligible for a \$100 Target Gift Card. All applicable federal, state and local laws apply.
- 2. Timing.** The Contest begins on June 23, 2010 at 9 a.m. EST and ends on August 31, 2010 at 12 p.m. EST ("Promotion Period").
- 3. Eligibility.** The Contest is open only to legal residents of Georgia, and to those residents eighteen (18) years of age or older as of the entry date. Void where prohibited. Employees of BATMA and its advertising and promotion agencies as well as the immediate family (defined as spouse, parents, step-parents, children, step-children, siblings, step-siblings or grandparents) and household members (meaning people who share the same residence at least three months a year) of each such employee are not eligible. By participating, entrant agrees to abide by these Official Rules and the decisions of BATMA, which are final and binding.
- 4. How to Enter.** Tell BATMA how you use alternative transportation while on vacation. Submit a written description, photo or video on BATMA's Facebook page (<http://www.facebook.com/buckheadtma>) or via e-mail to info@batma.org. Photo and video submissions may be in the form of links to YouTube, Flickr or other content sharing sites provided that the entry is submitted by the owner/creator of the work, uploads to Facebook or e-mail attachments. Entries remain the property of BATMA and will not be returned or acknowledged. By entering, participants grant BATMA the right to post their entry on social media channels, in BATMA's e-newsletter and on <http://www.batma.org>.
- 5. Selection of Potential Winner.** BATMA will randomly select one (1) grand prize winner on or about September 1, 2010. The potential winner must comply with all terms and conditions of these Official Rules; winning is contingent upon fulfilling all requirements. The potential winner will be notified via his/her method of entry (e-mail, Facebook) within ten (10) days of the drawing. If a potential winner cannot be contacted within ten (10) days of the first attempt to contact him/her, the potential winner forfeits the prize. In that event, an alternate entrant will be selected in his/her place from among all eligible entries received for the selected contest.
- 6. Prize.** One (1) Grand Prize of a \$100 Gift Card will be awarded. Prize is nontransferable, and no substitutions will be made except as provided herein at BATMA's sole discretion. BATMA reserves the right to substitute a prize with another prize of greater or equal value if the designated prize should become available for any reason. Winner is solely responsible for any and all applicable fees and taxes associated with prize receipt and use.
- 7. Publicity.** Except where prohibited, participation in the Contest constitutes consent to BATMA's use of entrant's name, likeness and entry for promotional purposes in any media without further payment or consideration.
- 8. Release.** By participating, entrants agree to be bound by these official rules and the decisions of BATMA, which shall be final in all respects. By receipt of any prize, winner agrees that BATMA, affiliated and successor organizations, and the agents, employees, directors and officers of these companies advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (the "Released Parties"), are not liable whatsoever for any injuries, losses or damages of any kind resulting in whole or in part, directly or indirectly, from the acceptance, possession, use or misuse of any prize or from winner's participation in the Contest. To claim a prize, winner must: (a) provide proof of winner's age, residency, and legal status; (b) sign and return eligibility, publicity, liability and any other

releases requested by BATMA and (c) provide an original copy of the photo or video submitted; all within the time period(s) specified by BATMA.

9. Limitations of Liability. The Released Parties are not responsible for (1) the unavailability or inaccessibility of any website or service; (2) unauthorized human intervention in any part of the entry process or the Contest; (3) electronic or human error which may occur in the administration of the Contest or the processing of entries; or (4) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest. No more than the stated number of prizes will be awarded. BATMA is not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, BATMA reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. No responsibility is assumed for: any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, providers, computer equipment, or software; or failure of any electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials from this contest. In the event of a dispute over an electronic entry, prize will be awarded to the owner of the account.

10. Disputes. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant, and BATMA in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia.

11. Winner List. For the winner's list, visit <http://www.facebook.com/buckheadtma> after September 10, 2010.

12. Miscellaneous. Void where prohibited. All federal, state and local laws and regulations apply. BATMA reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify and/or suspend the contest in the event of tampering or other circumstances, including but not limited to acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the Contest as originally planned. BATMA reserves the right to make changes to these rules. Any such changes will become effective upon notice via online posting at <http://www.facebook.com/buckheadtma> or other means of wide dissemination. © 2010 Buckhead Area Transportation Management Association

