



sfbike.org

Terms and Conditions of September 2018 Member Drive (Public Bike Raffle)

The September 2018 Public Bike Raffle is a one-time promotional event, supporting the SF Bicycle Coalition's September Member Drive

1. All memberships of \$35+ will receive one entry in the raffle. Memberships of \$50+ will receive 2 entries and Monthly Giving memberships will receive 3 entries. Current members who give a gift membership will receive one entry. Entries will be given to the primary person on the membership.
2. Due to privacy and security reasons, submitted email addresses will not be confirmed or denied as currently being associated with the San Francisco Bicycle Coalition 2018 September Public Bike Raffle.
3. Raffle entry will only be credited to all new and renewing members during the month of September based on the amount of their contribution.
4. This offer is only open to current, new and renewing San Francisco Bicycle Coalition members.
5. Enrollment as part of the 2018 September Public Bike Raffle Promotion can not be made on behalf of new or renewing members to another individual.
6. The San Francisco Bicycle Coalition reserves the right to change or cancel this offer (or any portion thereof) including the award levels at any time.
7. The San Francisco Bicycle Coalition reserves the right to change, suspend or discontinue any aspect of the 2018 Public Bike Raffle, including the availability of any features, information, database or content, or restrict your access to parts or all of the offer pages without notice or liability.
8. The San Francisco Bicycle Coalition will not be responsible for emails related in any way to this offer that are undeliverable or cannot be opened by the recipient.
9. The San Francisco Bicycle Coalition will not be responsible for any awards that fail to be credited due to inaccurate, corrupted, or incomplete information related to membership in the San Francisco Bicycle Coalition and subsequent accounts.
10. Any attempt to deceive or perpetrate fraud related to this promotion or the membership program will result in the immediate termination, deactivation, and removal of all benefits, rights, and privileges associated with San Francisco Bicycle Coalition membership, its partners, and programs.

Prize Terms and Conditions:

1. The winning San Francisco Bicycle Coalition member of the bike, hereafter referred to as "Winner" and "the Prize"; respectively, must be a current San Francisco Bicycle Coalition member.
2. Raffle Entries will be awarded by SF Bicycle Coalition Staff at the following rates: Members who purchase a new or renewing membership at the rate of \$25 or more will receive one raffle entry; Members who purchase a new or renewing membership of \$50 or more will receive two entries. Members who enroll in the Monthly Giving program will receive three entries. Members who purchase gift memberships will receive one entry for themselves.

3. The Winner will be chosen at random from the entries received in the September 2018 Public Bike Raffle Promotion.
4. The San Francisco Bicycle Coalition will automatically disqualify: 1) Any submission from a non-eligible individual; 2) an incomplete or illegible entry; and 3) any entries received in violation of the terms and conditions described here within.
5. The Winner is fully responsible for any and all costs and expenses associated with Prize acceptance and use not specified herein as being provided. Each Winner agrees to comply with all applicable laws and regulations in connection with the Prize.
6. The Prize is one Public bicycle provided by Mike's Bikes, and is non-transferable, with no cash redemptions. The San Francisco Bicycle Coalition reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value at its sole and absolute discretion.
7. By participating in this promotion and submitting an entry/entries, each entrant agrees to (i) be bound by these Official Rules, including all entry requirements, each of their respective officers, directors, employees, representatives and any and all other companies associated with this promotion, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in this promotion. By entering this promotion, each entrant gives their express permission to be contacted by the San Francisco Bicycle Coalition and/or its respective designees by telephone, e-mail and/or postal mail for promotion purposes only. Each Winner, by acceptance of Prize, grants to the San Francisco Bicycle Coalition, and each of its respective designees, the right to publicize such Winner's name, photograph, voice, statements and/or other likeness and prize information in any media now known or hereafter devised, throughout the world, in perpetuity, without limitation and without additional compensation or consideration, notification, or permission, unless prohibited by law.
8. If the potential winner does not comply with all conditions of the prize and promotion (including the completion of any required forms as instructed and/or return the required forms within the time period), the San Francisco Bicycle Coalition may disqualify the potential winner and, at the San Francisco Bicycle Coalition's option, select a runner-up.

NOTIFICATION: The potential Winner will be notified by a direct message via their e-mail address, telephone number or mailing address. In the event that the Prize Notification is returned as undeliverable, or the potential Winner is otherwise unreachable for any reason, the San Francisco Bicycle Coalition may award an alternate potential Winner. If the San Francisco Bicycle Coalition does not hear from the potential Winner within seven (7) days of date of issuance, a disqualification will result, and the Prize will be forfeited, at the San Francisco Bicycle Coalition's sole discretion.

Time permitting, an alternate potential Winner may be chosen from among all remaining eligible entries.

Failure to submit any identification required by the San Francisco Bicycle Coalition or to return the required documents within the time period specified by the San Francisco Bicycle Coalition, noncompliance with these Official Rules or the return of any Prize or Prize Notification as undeliverable may result in disqualification, and Prize will be forfeited and, at the San Francisco Bicycle Coalition's sole discretion and time permitting, may cause an alternate potential Winner to be chosen from among all remaining eligible entries.

GENERAL CONDITIONS: One (1) eligible Winner will be selected at random for raffle prize. By participating in this promotion and submitting an entry/entries, each entrant agrees that the Released Parties are not responsible for stolen, late, incomplete, inaccurate, misdirected, lost, damaged, delayed, postage-due or garbled entries, email or mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or problems of any kind whether human, mechanical, electronic, network (such as Twitter or Facebook), computer, typographical, printing or otherwise relating to or in connection with the promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the promotion, the processing of entries, the announcement of the Prize or in any promotion-related materials.

Entrants agree to their name or likeness being used for promotional purposes, including but not limited to recognition on Twitter, Facebook, www.sfbike.org, and any and all other promotional communications. Recognition of the winner on Facebook or Twitter may only be awarded as a result of winning the September 2018 Public Bike Raffle.

Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the promotion.

Released Parties are not responsible for injury or damage to participant's' or to any other person's computer related to or resulting from participating in this promotion or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of this promotion or website or attempt to undermine the legitimate operation of this promotion by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or the San Francisco Bicycle Coalition's representatives or who are in violation of these Official Rules, as solely determined by the San Francisco Bicycle Coalition, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this promotion is unlawful and subject to legal action by the San Francisco Bicycle Coalition or its respective agents. The San Francisco Bicycle Coalition shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the promotion, and to resolve all disputes in their sole discretion. Released Parties (i) make no warranty, guarantee or representation of any kind concerning any prize, and (ii) disclaim any implied warranty. Any failure by the San Francisco Bicycle Coalition to enforce any term of these Official Rules shall not constitute a waiver of that provision.

All disputes will be resolved under applicable U.S. laws in the State of California.

This Agreement will be governed by the laws of the State of California. Any court of competent jurisdiction sitting within San Francisco County, California will be the exclusive jurisdiction and venue for any dispute arising out of or relating to this Agreement. You hereby waive any argument that any such court does not have jurisdiction over you or such dispute or that venue in any such court is not appropriate or convenient. The San Francisco Bicycle Coalition will be entitled to recover their court costs and reasonable attorneys' fees and expenses incurred in successfully proving any breach of any term of this Agreement.