

**AAA Yuba City 12/8/18 Sweepstakes
Official Rules**

NO PURCHASE OR MEMBERSHIP NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

1. How to Enter. To enter the AAA Yuba City 12/8/18 Sweepstakes (the “Sweepstakes”), eligible entrants must visit the AAA Yuba City branch located at 1290 Stabler Lane, Suite 800, Yuba City, CA 95993, during the Sweepstakes Period (as defined in 2 below), participate in the on-site activities designated by Sponsor, and fill out an entry form, including entrant’s first and last name, phone number and email address. **Limit: one (1) entry per person.**

All entries become the sole and exclusive property of AAA of Northern California, Nevada & Utah (“Sponsor”) and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible or garbled entries, which will be disqualified.

2. Start/End Dates. Sweepstakes begins at approximately 11:00 a.m. PT on December 8, 2018 and ends at approximately 1:30 p.m. PT on December 8, 2018 (the “Sweepstakes Period”).

3. Eligibility. Participation open only to legal residents of the State of California who are at least 18 years old as of date of entry. Employees, officers and directors of Sponsor and its respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of sweepstakes materials and their immediate family members (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. All federal, state and local laws and regulations apply.

4. Random Drawing/Odds. There will be four (4) drawings conducted during the Sweepstakes Period at times selected by Sponsor. Winners will be selected in a random drawing from all eligible entries received at the time of each drawing. Odds of winning depend on the number of eligible entries received for each drawing. Drawing will be conducted by Sponsor. Non-winning entries will roll over into subsequent drawings. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the random drawing conducted by Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

5. Prize(s).

<input type="checkbox"/> Four (4) movie tickets; Est. Retail Value: \$33	<input type="checkbox"/> Restaurant Gift Card; Est. Retail Value: \$100
<input type="checkbox"/> iPad; Est. Retail Value: \$300	<input type="checkbox"/> Grand Prize: Trip to Hawaii; Est. Retail Value: \$3000

Total Approximate Retail Value (“ARV”) of all Prizes: \$3433.00

Hawaiian Vacation

- One (1) Hawaiian Vacation package from AAA. Includes airfare from Oakland (OAK), San Francisco (SFO), San Jose (SJC) or Sacramento (SMF) airport to one of four Hawaiian islands (Hawaii, Maui, Oahu, Kauai or Oahu) and lodging for a total value of \$3000. This prize is offered by AAA of Northern California, Nevada & Utah and must be booked through AAA Yuba City. Any costs associated with the AAA Yuba City sweepstakes Hawaiian Vacation package in excess of \$3000 will be the responsibility of the Winner. Reservations for the Prize must be booked through AAA Yuba City Travel no later than December 15, 2018 and travel must be completed by December 31, 2019. The Prize is nontransferable and may not be sold, combined with any other offer or redeemed for cash. Winner and guests are responsible for any upgrades. Upon confirmation, certain cancellation and change fees apply and are the sole responsibility of the Winner and guests. No refunds for any unused portion of the prize shall be made. Prize does not include ground transportation, items of personal nature including but not limited to gratuities, phone calls, sightseeing, excursions, meals, rental car, taxi fares and trip insurance. These are the sole responsibility of the Winner and his/her guests. Sponsor highly recommends the additional purchase of Travel Insurance. Guests accompanying Winner must sign and return release of liability/publicity prior to booking travel. If Winner’s guest is a minor, he/she must be accompanied by parent or legal guardian who must sign and return all required documentation. Minors must be accompanied at all times during trip (including, but not limited to, in-flight, hotel stay and all prize-related events) by minor’s parent or legal guardian. Exact dates and arrangements subject to availability. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by hotels, venue operators, prize providers or any other persons providing any prize-related services or accommodations.
- Total ARV of Hawaiian Vacation prize: \$3000

In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. Prizes cannot be transferred, substituted or redeemed for cash. Prize consists of only those items specifically stated as part of the Prize. All expenses

and costs associated with the acceptance or use of the Prize that are not expressly specified in these Official Rules as being part of the Prize are the sole responsibility of the winner. Sponsor will not replace any lost or stolen tickets. Tickets are subject to the terms and conditions located thereon (including any applicable expiration date). Failure to comply with any term or condition of these Official Rules or the prize notification may, at the sole discretion of Sponsor, result in winner's disqualification, the forfeiture of his or her interest in the prize, and the award of prize to an alternate winner. Sponsor has not made nor is responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prize, including without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose.

6. Notification. Winner will be notified by announcement at the event immediately following each drawing and must be present in order to win the applicable Prize. The Grand Prize winner will be required to sign and return a Declaration of Eligibility and Liability/Publicity Release at the event in order to claim his/her prize. If any winner rejects his/her prize, is unwilling to sign the Declaration, or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries (time permitting). Upon prize forfeiture, no compensation will be given. **Limit one (1) prize per person or household.**

7. Conditions. All federal, state and local taxes are the sole responsibility of each winner. Participation in Sweepstakes and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants, and winners agree to release and hold harmless Sponsor, its affiliates, partners and promotion and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if Sweepstakes cannot take place or if the prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

8. Additional Terms. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, which may limit the ability to contact the potential winner. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winner(s) from all eligible entries received prior to the occurrence of the interfering event. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

9. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OF ANY PRIZE. IN NO EVENT SHALL THE RELEASED ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$10. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be

consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of California.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of San Francisco in the State of California. The parties agree not to raise the defense of forum non conveniens.

11. Use of Data. Sponsor will be collecting personal data about entrants in connection with their entry, in accordance with the following privacy policy, <http://calstate.aaa.com/about-aaa/aaa-ncnu-privacy-policy-your-privacy-rights>. Please review the privacy policy. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted the privacy policy.

12. List of Winners/Winner's Name. To obtain a list of winners, send a self-addressed, stamped envelope to AAA NCNU, Attn: AAA Yuba City 12/8/18 Sweepstakes, 1277 Treat Blvd., Ste. 1000, Walnut Creek, CA 94597. Requests for a winner list must be received ninety (90) days after the winners of the Sweepstakes are selected.

13. Sponsor. AAA Northern California, Nevada & Utah, 1277 Treat Blvd., Ste. 1000, Walnut Creek, CA 94597.