

Students with drive: official promotion rules

No purchase necessary; void where prohibited by law.

The provisions hereof are applicable solely in the United States except where they may be prohibited by law.

Application Procedure, Eligibility Requirements and Rules

The Zipcar Students with Drive (the "Program") is a grant program administered by Zipcar, Inc. ("Zipcar") and the Ford Motor Company ("Ford") designed to enable student groups, clubs and organizations (each a "Student Organization") affiliated with participating Zipcar universities within the United States the opportunity to apply for an aggregate of \$200,000 in awards for the 2015-2016 academic year, including awards of free transportation using Zipcar and cash awards. Program awards will be administered on a monthly basis from November 2015-April 2016 (excluding January 2016) in three different categories – academics, student life, and community service. Three participating Student Organizations (each an "Applicant") will be chosen each month as a finalist in each category (each a "Monthly Finalist") and one Monthly Finalist will win in each category each month (each a "Monthly Winner"). The Monthly Winners in each of the three categories will be determined by votes on Zipcar's Students With Drive landing page and will receive \$5,000 in Zipcar transportation credits. The thirty-six runners-up will each receive lesser amounts of Zipcar transportation credits. At the end of the academic year, a panel of experts put together by Zipcar and Ford will choose five Annual Finalists from the pool of 18 Monthly Winners to participate in a second round of voting. The Annual Finalist who receives the most votes on Zipcar's Students With Drive page during this round (the "Grand Prize Winner") will receive \$5,000 in transportation and \$10,000 in cash, for the use and benefit of the Applicant student group, club or organization, and \$10,000 for their school's General Scholarship Fund. In order to be eligible to apply for the Program, an organization will need to show a current need for transportation provided by Zipcar and how Zipcar can provide a transportation solution for the Applicant in the future.

1. Application Procedure and Program Dates NO PURCHASE IS NECESSARY TO ENTER OR PARTICIPATE. Applicants will be asked to submit an application to the Zipcar Students with Drive page, www. zipcar.com/studentswithdrive using the submission form provided on the site for this purpose, on behalf of the Applicant's Student Organization, explaining why the Student Organization should receive a Zipcar "Students with Drive" award (an "Application"). One Application per Student Organization. Applicants must complete the application via Zipcar Students with Drive page, www. zipcar.com/studentswithdrive. THIS PROGRAM IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK.

The Program will begin on November 1, 2015 and conclude on or about May 4, 2016. To be eligible, Applications must be submitted within the time periods specified in Section 3.1 below. Late Applications will not be considered. In order to be eligible for the Grand Prize, Applicants must continue to update the "My Submissions" page on the Students With Drive Page with current content related to the impact using Zipcar credits has had to the Student Organization, Participating University and the community. **2. Eligibility Requirements and Rules**

- 2.1 Employees, officers, directors, dealers and agents of Zipcar, Ford, and affiliated and subsidiary companies, representatives, legal advisors, any other advertising, promotion, and fulfillment agencies ("Program Team") and the immediate family or members of their same households (whether related or not) of such persons are not eligible to apply or participate in the Program. A Student Organization applying for the Program is referred to herein as an "Applicant;" no individual member of a Student Organization shall be considered an Applicant or have the right to receive any award or prize in the Program. Applicants who are selected to participate in monthly voting for Program awards are referred to herein as "Monthly Finalists." Monthly Finalists who ultimately are selected to receive a monthly Program award are referred to herein as "Monthly Winners." Monthly Winners who are selected to be eligible for the Grand Prize are referred to as "Annual Finalists" and the Annual Finalist that is ultimately selected to receive the Grand Prize is referred to herein as the Grand Prize Winner. The Program is subject to all applicable federal, state and local laws and regulations, including tax laws. Winning an award is contingent upon fulfilling all requirements set forth herein. Void where prohibited by law
- 2.2 Applicants must be a Student Organization at a participating Zipcar university (a "Participating University" is a university or college located in the United States that, as of the commencement of the Program, has entered into a car sharing program agreement with Zipcar; a directory of Participating Universities is available at http://www.zipcar.com/universities). The Applicant must be formally recognized by the Participating University through such University's recognition process, possess a Federal Tax ID Number, and have an established history of doing the type of activities for which the Student Organization is requesting awards under this Program to support. The individual(s) ("Submitter(s)") submitting the application on behalf of the organization must be authorized to represent the Student Organization and current, full-time students at the Participating University in good standing and the Submitter(s)' email address must be a Student e-mail address at the Participating University. The Application must include all of the information requested thereon, including the Participating University, the Student Organization's and the Submitter(s)' contact information, a description of the organization, which of the three categories the organization is applying under, how an award under the Program would be used by the organization and how an award under this Program would assist the organization in achieving its objectives.

The Program Team reserves the right at its sole discretion to disqualify Applicants that do not conform to Zipcar's and Ford's values, mission and vision. For example, the following list of activities would generally not be eligible for support through this Program:

- Organizations/activities designed to influence or fund through political contributions a particular law, election or politically-oriented cause.
- Financial management programs including debt reduction, program related investments, business loans, endowment campaigns.
- Any program that results in direct financial benefit to a specific individual, or an individual sponsorship related to fundraising activities.
- Organizations that discriminate in their provision of goods and services based on race, color, religion, gender, gender identity or expression, ethnicity, sexual orientation, national origin, physical challenge, age or status as a protected military veteran.
- Religious programs/sectarian programs for religious purposes whose activities only involve the promotion of the religion/program.

The Program Team reserves the right to revoke/terminate any award if the award is being used for a purpose other than as described in the Applicant's application, including for any of the purposes described above.

Neither the Applicant organization or any member of the organization submitting the application are required to be Zipcar members at the time of application and no purchase of Zipcar or Ford services or products or services is required to enter or to win.

2.4 Applicants must complete and submit an application as described herein. Program Team reserves the right to reject incomplete Applications. All Applications become the property of Zipcar. By submitting the Application, the Applicant and

each Submitter grants each of the Program Team members a non-exclusive worldwide, royalty-free license to use, copy, display publicly, distribute, modify and alter any materials, including without limitation video material, submitted in connection with the Application or the Program (to the extent not assigned to Zipcar hereunder), with the right to sublicense and assign the foregoing rights. Applicant, and the Submitter(s) of the Application, hereby represents that they own any and all rights, including copyrights, to materials, including without limitation video material, submitted in connection with the Application or the Program ("Submitted Materials"). Submitted Materials must be the original, sole creation of the Applicant, and may not have been previously published or included in any other contest. All Submitted Materials must be in good taste and not be offensive to members of the general public. Sponsor reserves the right to disqualify any Applicant or remove any Submitted Materials from consideration that, at any time, Sponsor, in its sole discretion, determines to violate these requirements or any other requirement in these Rules.

- 2.5 Applicant/Submitter(s) warrants and represents that:
- (a) Applicant is the sole owner and author of the application and any and all materials submitted in conjunction therewith (both at the time of the original application and thereafter);
- (b) each person depicted in any video or similar submission has granted permission to be portrayed as shown and consented to the use of his or her image, likeness, appearance and voice for the purposes set forth herein, and any such video or similar submission does not contain personally identifiable information about Applicant or any other person(s) with the exception of their first name and if applicable Student Organization and Participating University, for which their express consent has been obtained
- (c) the application and any submitted materials do not contain any infringing, threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, nudity, scandalous, inflammatory, blasphemic, pornographic, profane, or illegal content; and
- (d) the application and any submitted materials do not infringe upon the copyrights, trademarks, contract rights, or any other intellectual property rights of any third person or entity, or violate any person's rights of privacy or publicity, or include trademarks owned by third parties; copyrighted materials owned by third parties; names, likenesses, voices or other characteristics identifying celebrities or other public figures, living or dead. Applicants may use trademarks of Zipcar or Ford in submitted materials for the sole purpose of referring to their goods or services, so long as such use does not disparage the brands associated with such marks, alter or distort the marks, or suggest association or sponsorship with or by Zipcar or Ford.
- 2.6 Program Team reserves the right to contact Applicants to ask additional questions, request additional documentation and/or conduct phone interviews or contact third parties to gather additional information about Applicants and to confirm Applicant's affiliation with the Participating University. Such phone interviews are not required and are at Program Team's sole discretion to assist in gathering information for Monthly Finalist selection and other purposes related to this Program.
- 2.7 Program Team is not responsible for applications not received, or for incomplete, misdirected, or undeliverable Applications, prize notifications, or Program communications. Due to the high volume of anticipated applications, Program Team will not be able to answer any questions about the receipt or status of any application. Program Team assumes no responsibility for any incorrect, inaccurate or incomplete information, or typographical errors of any type associated with the Program or the advertisement or implementation thereof, whether caused by website users or by any of the equipment or programming associated with or utilized in the Program, and Program Team assumes no responsibility for technical, hardware or software failure of any kind, for lost network connections, garbled computer transmissions, other problems or technical malfunctions with regard to the Program. Program Team assumes no responsibility for any error, omission, corruption, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of Applications. Program Team is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, computer equipment, software, failure of any e-mail addressed to Program Team or any Submitter, on account of technical problems, human error or traffic congestion on the internet or any website, or any combination thereof, including any injury or damage to Applicant's or any other person's computer related to or resulting from participation or downloading any materials related to the Program. If for any reason any Program computer application cannot be viewed or is not capable of running as planned, including infection by computer viruses, bugs, tampering, unauthorized intervention, fraud or technical failures, Program Team assumes no responsibility.
- 2.8 Subject to applicable law, Program Team reserves the right, in its sole discretion, to cancel, terminate, modify these rules or administration of or suspend this Program in whole or in part without prior notice with no obligation or liability, including if for any reason the Program is not capable of running as planned, whether due to technical failure, or computer virus, tampering, fraud, or corruption of security or proper administration of the event or other causes beyond the control of the Program Team. Program Team reserves the right in its sole discretion to disqualify any Applicant that it finds to be

tampering with the entry or voting process or the operation of the Program or to be acting in an unfair or unlawful manner or in violation of these Rules. For purposes of administering awards, Program Team is entitled to rely on information received through the email account that submitted the winning Application. In the event of a dispute as to the identity of an Applicant, the Student Organization formally recognized by the applicable Participating University will be deemed to be the Applicant. Each Applicant may be required to show proof of recognition status.

2.9 By submitting an Application, each Applicant/Submitter agrees to release, discharge and hold harmless Program Team from all claims and damages arising out of or in connection with participation in the application process or the Program itself, and, unless prohibited by law, to have Applicant's/Submitter's name, voice and likeness used at Program Team's discretion as part of the Program, or as part of promotions arising out of or in connection with the Program, in any and all media now known or hereafter devised as further set forth in the release and waiver at the end of the application.

3. Selection and Voting Process/Awards

3.1 Monthly Awards:

Applications submitted prior to the dates set forth below shall be eligible for consideration as Monthly Finalists for the applicable award period. Applications not selected for an award period shall remain eligible for selection for a later award period. For each award period, Zipcar and Ford shall select Monthly Finalists from each of the three student organization categories based upon, among other things, (a) the completeness of the description of the organization and its goals, (b) the organization's need for a transportation solution that could be met through an award under this Program, (c) the benefits to the organization, the Participating University and/or the surrounding community that would be achieved through an award under this program, (d) the creativity of the Application and any additional submissions (in any medium - writing, multimedia, etc.) included with the Application or added to the Application, (e) the impact of the Student Organization on the Participating University and the surrounding community, and (f) such other matters as Zipcar and Ford may deem appropriate. Ford and Zipcar reserve the right to reclassify applications into another student organization category if appropriate. There will be three Monthly Finalists in each of the three categories selected during each award period. A list of the Monthly Finalists will be available on Zipcar's Students With Drive Page. Selected Monthly Finalists will be contacted via email and may also be contacted by phone or other means in Sponsor's sole discretion if Applicant cannot be reached via email. If a selected Applicant cannot be contacted, does not respond within 24 hours of notification, or does not meet all of the conditions and eligibility requirements, alternate Applicants(s) will be selected and notified. Under no circumstances, may Applicants transfer their eligibility to another organization. The three Monthly Winners will be chosen by voting at the Zipcar Students With Drive Page. The voting period for each award period is set forth below. Chances of being selected as a Monthly Finalist or Winner depend on the ability to meet the selection criteria above. Voting shall be limited to one vote per category per email account per voting period. Each Student Organization selected as one of the three Monthly Winners will receive \$5,000 of Zipcar credits (the "Monthly Winner Prize"). All Zipcar credit awards may only be used for vehicle usage and related charges and fees by students associated with the Student Organization who are active Zipcar members in good standing or who become Zipcar members, which requires meeting Zipcar eligibility requirements and agreeing to Zipcar terms of use. Details regarding award usage can be found at www.zipcar.com/studentswithdrivewinners. The three second place Monthly Finalists not selected as the Monthly Winner will receive \$2,500 each of Zipcar credits (the "Runner-up Prize"), the three third place Monthly Finalists not selected as the Monthly Winner will receive \$1,000 each of Zipcar credits (the "Second Runner-up Prize"), the three fourth place Monthly Finalists not selected as the Monthly Winner will receive \$500 each of Zipcar credits (the "Third Runner-up Prize"). In the event of a tie, the Monthly Finalists involved in the tie shall split the Monthly Winner Prize plus the number of Runner-up Prizes equal to the number of Finalists involved in the tie minus one. Each of the Monthly Finalists involved in the tie will be considered a Monthly Winner for purposes of Section 3.2.

December 2015

Application Deadline: December 1, 2015 at 11:59 pm Eastern Time

Finalists Selected: December 7, 2015

Voting for December Finalists: December 8-15, 2015 December Winners Announced: December 16, 2015

February 2016

Application Deadline: February 1, 2016 at 11:59 pm Eastern Time

Finalists Selected: February 8, 2016

Voting for February Finalists: February 9-16, 2016 February Winners Announced: February 17, 2016

March 2016

Application Deadline: March 1, 2016 at 11:59 pm Eastern Time

Finalists Selected: March 7, 2016

Voting for March Finalists: March 8-15, 2016 March Winners Announced: March 16, 2016

April 2016

Application Deadline: April 1, 2016 at 11:59 pm Eastern Time

Finalists Selected: April 4, 2016

Voting for March Finalists: April 5-12, 2016 March Winners Announced: April 13, 2016

2015-2016 Academic Year Grand Prize

5 Grand Prize Finalists Chosen: April 25, 2016

Voting for Grand Prize Finalists: April 26, 2015 – May 3, 2016 Grand Prize Winner Announced on or about: May 4, 2016

All Voting periods shall begin at 12:01 am ET on the first day of the Voting period and end at 11:59 pm on the last day of the Voting period. Automated or fraudulent methods of voting are prohibited.

3.2 Selection of Grand Prize Winner Process:

Every Monthly Winner from each category will be eligible to be considered for the Grand Prize to be awarded in May, 2016. Four Annual Finalists will be chosen by a panel of judges established by Zipcar and Ford based upon, among other things: (a) the criteria set forth in Section 3.1 above regarding Monthly Winners, (b) the monthly voting totals for the Monthly awards, (c) how the Monthly Winner has utilized its monthly award to fulfill the Student Organization's mission and the use of the award described in the Application, and (d) the quality and the creativity of the submissions (photos, videos, testimonials, etc.) to the Monthly Winner's Application describing the Monthly Winner's use of the monthly award. Selected Annual Finalists will be contacted via email and may also be contacted by phone if Applicant cannot be reached via email. If an Annual Finalist cannot be contacted, does not respond within 24 hours of notification, or does not meet all of the conditions and eligibility requirements, alternate Annual Finalist(s) from the Monthly Winners will be selected and notified. Under no circumstances, may Annual Finalists transfer their eligibility to another person. The Grand Prize Winner will be chosen from the Annual Finalists through voting at the Students With Drive Page on the Zipcar website during the period from April 26, 2016 to May 3, 2016. There will be one overall Grand Prize Winner and the other four Annual Finalists will be awarded a runner-up prize as set forth below. A list of the Annual Finalists will be available on Zipcar Students With Drive Page. Selected Annual Finalists will be contacted via email and may also be contacted by phone if Applicant cannot be reached via email. If an Annual Finalist cannot be contacted, does not respond within 24 hours of notification, or does not meet all of the conditions and eligibility requirements, alternate Annual Finalist(s) from the Monthly Winners will be selected and notified. Under no circumstances, may Annual Finalists transfer their eligibility to another person. In the event of a tie, the Annual Finalists involved in the tie shall split the Grand Prize plus the number of Annual Runner-up Prizes equal to the number of Annual Finalists involved in the tie minus one.

The Grand Prize Winner and its Participating Zipcar University will receive the following Grand Prize:

- \$5,000 of Zipcar credits
- \$10,000 payable to the Grand Prize Winner Student Organization
- \$10,000 payable to the general scholarship fund of the Participating University

Each Annual Finalist that is not selected as the Grand Prize Winner and its Participating Zipcar Universities will receive the following Annual Runner-up Prize:

- \$1,000 of Zipcar credits
- \$1,000 payable to the runner up Annual Finalist Student Organization
- \$1,000 payable to the general scholarship fund of the Participating University

All Student Organizations receiving awards under this Program will be required to complete, sign and return an Affidavit of Eligibility/ Ownership/Liability Release and, except where prohibited by law, a Publicity Release (the "Affidavit") within 72 hours of notification in order to receive the awards. Some restrictions apply. Details regarding award usage can be found www.zipcar.com/studentswithdrivewinners. All taxes or expenses, including without limitation, sales tax, luxury tax and any other costs incurred in claiming or using the awards are the sole responsibility of the award recipients as well as all costs incurred in entering into the Program or using or enjoying the awards, such as any administrative costs, insurances and spending money (unless specifically stated otherwise). No award substitutions or cash equivalent of awards is permitted. Awards are non-transferable.

Award recipients are responsible for all federal, state and local taxes arising from receipt, acceptance or use of any awards received under this Program. Awards valued above the IRS threshold, currently \$600, will require completion of an IRS Form W-9 or similar form for the Applicant Student Organization, which requires a Federal Tax ID Number, and an IRS Form 1099 or comparable form reflecting the value of the prize will be issued as required by law. All awards must be accepted "as is," and no warranties are provided by Zipcar or any other Program Team member.

4. Privacy

Information collected in connection with the Program will be used in accordance with these Rules and for information submitted online, Zipcar, Inc's Privacy Policy located at www.zipcar.com/site/privacy. By submitting information in connection with an Application, Applicants/Submitters are agreeing to this Privacy Policy, which is incorporated herein by reference.

5. Acknowledgement of Applicant/Submitter

Applicant/Submitter hereby acknowledges that: (a) Applicant/Submitter have read, and meets and agrees to be bound by, the above eligibility requirements and rules;

- (b) all information submitted in the Application or otherwise in connection with the Program is true and accurate;
- (c) if any of the above information is found to be false, this will be grounds for dismissal from the selection process, and/or from the Program including receipt of awards, if selected;
- (d) even if Applicant meets the eligibility requirements, Applicant understands there are no obligations to select Applicant as a Finalist or Annual Finalist;
- (e) subject to applicable law, Program Team reserves the right to cancel, terminate, modify these Rules or administration of or suspend this event in whole or in part without prior notice with no obligation or liability, including if for any reason the event is not capable of running as planned, whether due to technical failure, or computer virus, tampering, fraud, or corruption of security or proper administration of the event or other causes beyond the control of the Program Team.
- (f) all decisions by the Program Team concerning the Program are final and not subject to challenge or appeal.

6. Applicant/Submitter Consent

Unless prohibited by law, by submitting an Application, Applicant/Submitter hereby consents to the recording, use and reuse by Program Team and any of their respective licensees, assigns, parents, subsidiaries, divisions, business units, or affiliated entities and each of their respective employees, agents, officers and directors (collectively "Releasees") of Applicant's/Submitter's voice, actions, likeness, name, appearance and biographical material (collectively "Likeness") in any and all media now known or hereafter devised, worldwide, in perpetuity, in or in connection with the Program. Applicant/Submitter agrees that Releasees may use all or any part of Applicant's/Submitter's Likeness, and may alter or modify it, regardless of whether or not recognizable. Applicant/Submitter further agrees that Releasees may use applicant's/submitter's Likeness, and Applicant/Submitter hereby assigns and agrees to assign to the Program Team the content developed and generated by the Program. Without prejudice to the foregoing, the Releasees may use the content developed and generated by the Program in connection with any promotion, publicity, marketing or advertisement arising out of or in connection with the Program in any manner whatsoever. Applicant/Submitter releases Releasees from any and all liability arising out of their use of Applicant's/Submitter's Likeness and/or any submitted material. Applicant/Submitter agree not to make any claim against Releasees as a result of the use of Applicant's/Submitter's Likeness and/or submitted material (including, without limitation, any claim that such use invades any right or privacy and/or publicity).

7. Releases/Limitations of Liability/Disputes. By participating in the Program or accepting or using any award hereunder, each Applicant, Submitter and Student Organization member releases the Releasees, Facebook, and their respective affiliates, subsidiaries and agencies and their directors, officers, employees and agents from any and all liability

for any injury, death, loss, tax liability or damage of any kind arising from participation in this Program, or resulting from the acceptance, possession, use or misuse of any award. Each Applicant, Submitter and Student Organization member hereby waives all rights to claim punitive, incidental, consequential, or any other damages, court costs, or attorney's fees, other than for actual out-of-pocket expense not to exceed fifty dollars (\$50.00). If for any reason an Application is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Applicant's sole remedy is another Application in the Program if available. In the event of a dispute relating to the Program, except where prohibited by law, by entering the program or accepting or using any award hereunder, each Applicant, Submitter and Student Organization member agrees that any and all disputes, claims and causes of action arising out of or connected with the Program or the award shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts located in Boston, MA. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of the parties in connection with the Program, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any other jurisdiction.

- **8. Warning.** Any attempt by an Applicant, Submitter or any other person to deliberately undermine the legitimate operation of this Program may be a violation of criminal and civil laws; and should such an attempt be made, the Program Team reserves the right to seek remedies and damages (including attorneys' and experts' fees) from any such applicant or other person to the fullest extent permitted by law, including seeking criminal prosecution and disqualifying the Applicant involved.
- 9. Winner List: For a list of winners, send a self-addressed, stamped envelope to Winners List "Students with Drive 2015", c/o Sponsor at the address below, within six months of the completion of the Program.
- 10. Sponsor and Operator. Sponsor and operator is Zipcar, Inc., 35 Thomson Place, Boston, MA 02210.