

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: The 'CA Classic Giveaway' is open only to those that 'Like' 'Amtrak San Joaquins Facebook Profile'. The 'CA Classic Giveaway' is only open to legal residents of the state of California and is void where prohibited by law. Employees of San Joaquin Joint Powers Authority, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the 'CA Classic Giveaway'. The 'CA Classic Giveaway' is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the 'CA Classic Giveaway' ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of the San Joaquin Joint Powers Authority as final and binding as it relates to the content of the 'CA Classic Giveaway.'

3. 'CA Classic Giveaway' Period: Entries will be accepted at Amtrak San Joaquins Facebook Profile. Entries must be received by 8:00AM PST June 28, 2019.

4. How to Enter: The 'CA Classic Giveaway' must be entered by following the rules on the contest post and liking the Amtrak San Joaquins Facebook page. The entry must fulfill all 'CA Classic Giveaway' requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the San Joaquin Joint Powers Authority. You may enter only once. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of the San Joaquin Joint Powers Authority.

5. Prizes: There will be three winners. Winners of the 'CA Classic Giveaway' (the "Winner") will receive four tickets to the CA Classic for July 1<sup>st</sup>, July 2<sup>nd</sup>, **or** July 3<sup>rd</sup>. Tickets will be distributed on first come first serve basis.

-Contest Expires 6/28/2019

No cash or other prize substitution shall be permitted. The prize is nontransferable. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for the San Joaquin Joint Powers Authority to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected by a random drawing under the supervision of the San Joaquin Joint Powers Authority. Winner will be notified Facebook. The San Joaquin Joint Powers Authority shall have no liability for Winner's failure to receive notices due to spam, junk email or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 1 day from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in the 'CA Classic Giveaway' is conditioned upon compliance with any and all federal, state, and local laws and regulations.

8. Terms & Conditions: The San Joaquin Joint Powers Authority reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the 'CA Classic Giveaway' should virus, bug, non-authorized human intervention, fraud, or other cause beyond the San Joaquin Joint Powers Authority's control corrupt or affect the administration, security, fairness, or proper conduct of the 'CA Classic Giveaway.' In such case, the San Joaquin Joint Powers Authority may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the San Joaquin Joint Powers Authority. The San Joaquin Joint Powers Authority reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the 'CA Classic Giveaway' or violates these Terms & Conditions. The San Joaquin Joint Powers Authority has the right, in its sole discretion, to maintain the integrity of the 'CA Classic Giveaway' to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by 'CA Classic Giveaway' rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the 'CA Classic Giveaway' may be a violation of criminal and civil laws. Should such attempt be made, the San Joaquin Joint Powers Authority reserves the right to seek damages to the fullest extent permitted by law.

9. Limitation of Liability: By entering, You agree to release and hold harmless the San Joaquin Joint Powers Authority and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the 'CA Classic Giveaway' and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized

human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

10. Disputes: THE 'CA Classic Giveaway' IS GOVERNED BY THE LAWS OF the United States of America AND the State of California, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in the 'CA Classic Giveaway', participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this 'CA Classic Giveaway', shall be resolved individually, without resort to any form of class action, exclusively before a court located in the state of California having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this 'CA Classic Giveaway' Participant further waives all rights to have damages multiplied or increased.

11. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the San Joaquin Joint Powers Authority website.

13. Facebook: The 'CA Classic Giveaway' hosted by the San Joaquin Joint Powers Authority is in no way sponsored, endorsed, administered by, or associated with Facebook.