

SEATTLE'S SAFEST DRIVER 2.0 TERMS AND CONDITIONS

May 2019



City of Seattle

SEATTLE'S SAFEST DRIVER

Contest & Sweepstakes Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR REGULATION. PARTICIPANTS MUST BE 17 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.

You are providing your information to the City of Seattle, Cambridge Mobile Telematics (CMT), and PEMCO Mutual Insurance Company (PEMCO). The information you provide will only be used in accordance with the City of Seattle's privacy policy which may be viewed at www.seattle.gov/safestdriver and these Official Rules.

Entrants are advised that the Administrator, as a governmental entity, is subject to the [Washington Public Records Act, Chapter 42.56 RCW](#). By submitting to the Promotion, Entrants acknowledge that any records they submit to the Administrator may be subject to disclosure pursuant to the Public Records Act.

Apple®, Google®, Facebook, Instagram, Twitter, and YouTube are not sponsors or otherwise associated with the Contest or Sweepstakes, nor are any of these entities responsible in any manner for this Promotion including the conduct of the Promotion or the awarding of any prize.

1. PROMOTION PURPOSE

Seattle's Safest Driver is an app-based safe driving competition that initially occurred November 2017 to January 2018. Aimed at positively influencing driver behavior, it is a project of the City of [Seattle's Vision Zero](#) initiative to end traffic deaths and serious injuries on city streets by 2030. The initial 2017/2018 competition [resulted in positive behavior change](#). Seattle's

Safest Driver 2.0 is a follow-up effort to continue to promote and prompt positive behavior change on Seattle's streets.

2. PROMOTION TIMING

The *Seattle's Safest Driver 2.0 Contest & Sweepstakes* (collectively the "Promotion") entry period begins on May 13, 2019, 12:01 AM Pacific Time ("PT") and ends on July 7, 2019 11:59 PM Pacific Time ("PT") (the "Promotion Period"). The Promotion will consist of skill-based time periods and prizes and random drawing time periods and prizes (details outlined in Section 7). All skill-based eligible entries received during the Promotion Period will be rated and awarded safe driver rating points ("Points") based on CMT predefined Points award criteria as later described in these rules.

3. ACCEPTANCE OF RULES

Entry in the Promotion does not constitute entry into any other promotion, contest, or sweepstakes. Each person who downloads the Promotion App to enter the Promotion ("Entrant"), unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the City of Seattle of [Seattle Municipal Tower, 700 5th Ave, Seattle, WA 98104] (the "Administrator"), CMT of [101 Main St, 14th Floor, Cambridge, MA 02142] ("App Administrator") and/or PEMCO [1300 Dexter Ave N, Seattle, WA 98109] (the "Sponsor" that will be providing and fulfilling grand prizes), whose decisions shall be final and legally binding in all respects and not subject to additional review.

4. ELIGIBILITY

This Promotion is open to residents of King, Pierce, Snohomish, and Kitsap counties (comprised of participating Zip Codes listed at the end of these Official Rules) who are seventeen

(17) years of age or older at the time of entry and who reside in the United States at the time of entry. For prize eligibility, at least a portion of trips must be made within Seattle city limits. For grand prize eligibility, Entrant must download the newest version of the Seattle's Safest Driver App (App) within the first four (4) weeks of the Promotion Period (5/13/2019 – 6/9/2019) and meet requirements set forth in Section 7. If you participated in the 2017/2018 Seattle's Safest Driver competition and still have that version of the app, you will need to download the newest version to be eligible for prizes. Once you download the newest version, you can sign in as a returning user (using the same email as last time), or start fresh (you'll have to use a different email address).

Employees, officers, and directors of Sponsor, App Administrator, Administrator, and each of their affiliated companies, subsidiaries, licensees, franchisees, distributors, dealers, sales representatives, their advertising and promotion agencies, and any and all other companies associated with the Promotion, and each of their immediate family members and/or people living in the same household are eligible to download the app and participate, **but will not be eligible for prizes.**

5. HOW TO ENTER

To participate, you will need to download the newest version of the App to your mobile phone. As stated in Section 4 above, if you participated in the 2017/2018 Seattle's Safest Driver competition and still have that version of the app, you will need to download the newest version to be eligible for prizes. Once you download the newest version, you can sign in as a returning user (using the same email as last time), or start fresh (you'll have to use a different email address). You may download the free App online at the Apple App Store or the Google Play Store. As part of the entry process, you will need to enter your participating zip code on the registration page. If you would like to be eligible for prizes, you will also need to enter a valid email address so you

can be notified if you are a winner. To be eligible to win the Grand Prize, you must download the App and enter the contest in the first four weeks of the contest (5/13/2019 – 6/9/2019).

To activate your App and begin entry in the Promotion, you must begin a trip via your vehicle and/or travel by taking transit, ferry or by bicycle (collectively **"Actions"**).

6. DEFINITIONS:

"Joining" will be defined as downloading the Seattle's Safest Driver App and activating the App by starting a Trip.

A **"Trip"** will be defined as taking any of the above Actions and generating movement to activate the installed App.

"Trip Ends" will be defined as no movement after five (5) minutes of starting a Trip.

"Car Free Trip" will be defined as an Action for traveling by transit, ferry, or bicycle.

Skill-based "Points" or "Score" will be determined by the App based on individual driving skills as determined by the App's exclusive methodology. The methodology monitors the frequency and acceleration intensity, braking intensity and frequency, average speed of the vehicle in relation to posted speed limits, along with interaction time with phone while the vehicle is moving. Participants will receive a rating and suggestive corrective action after each trip. Ratings will be from 1-5 stars.

"Driving Score" & "Ratings":

At the end of a Trip, participants will receive a "Rating" in five categories including braking, acceleration, cornering, speeding, and phone distraction. A five-star rated Trip means the user scored highly in all categories.

A user then receives a "Driving Score" after a reasonable amount of Trips have been completed (typically all trips occur in one day with an average amount of driving time in order to create

a Driving Score). This Driving Score is calculated (out of 100) using the last two weeks of rated Trips. The Driving Score is based on five sub-scores including braking, acceleration, cornering, speeding and phone distraction.

“Rolling Score” will be defined as a rolling-two-week average Driving Score of each participant’s Trip. For example; on day #1 your Driving Score starts and on day #15 the Trips and Driving Scores will be averaged to produce a Rolling Score. The next two-week period will begin and follow the same procedure. No Driving Score points from one two-week period will be rolled over to any other two-week Rolling Score. Each two-week period stands on its own. This Driving Score will appear in the dashboard of your App.

LIMIT: You may download one (1) Seattle’s Safest Driver App per person and you may enter this Promotion only one (1) time.

All entries are subject to verification and approval by the Administrator, App Administrator, and Sponsor. Entries that do not meet the requirements for the levels of prize rewards specified below or otherwise do not comply with the Official Rules herein may be disqualified. Any attempted form of entry other than as described herein is void. App Administrator and Administrator will determine in their sole discretion, what constitutes a valid entry. All materials submitted become the property of the Administrator and will not be returned or acknowledged.

Administrator reserves the right to cancel or modify the Promotion if fraud or technical failures destroy the integrity of the Promotion as determined by the App Administrator and Administrator, at their sole discretion, and to award the prizes based on eligible entries received prior to the cancellation.

Entry Notes: Once an Action has been submitted to the App, Entrant cannot access/revise entry in any way. Entries made on another’s behalf by any other individuals or any other entity, including but not limited to commercial contest/sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Promotion. Tampering with the entry process or the operation of the Promotion is prohibited and any entries deemed by the Administrators and Sponsor, in their sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Administrator’s satisfaction, the affected entry will be deemed ineligible. By entering, all Entrants agree to release, indemnify, defend, and hold harmless the Administrator, App Administrator and Sponsor, and each of their respective employees, officers, directors and agents from and against all claims and damages arising in connection with each Entrant’s participation and/or entry in the Promotion and/or their receipt or use of any prize awarded in this Promotion.

Administrator, App Administrator, and Sponsor are not responsible for problems downloading or uploading of any Promotion related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, app failures, phone lines, failure of any electronic mail entry to be received by Administrator on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant’s ability to participate in this Promotion.

In the event of a tie in any category, a random drawing from the tied entries will be conducted by the Administrator to determine the winning entry.

7. SKILL-BASED AND SWEEPSTAKES DRAWING DATES, QUALIFICATIONS TO ENTER, AND PRIZES

Prize values are noted in the tables below, and may be a gift card or promotional code equal to or less than the stated dollar amount.

Bi-Weekly Best Drivers: Based on Skill Score.

To qualify, Entrant must have at least four (4) Trips that total ten (10) miles or more in a two-week period. A portion of at least 1 of these trips must occur within Seattle city limits.

Week Number	Entry Starts at 12:00:01 a.m. PT	Entry Ends at 11:59:59 p.m. PT	Winner Announced	Number of prizes to be won
Week #1 & #2	5/13/2019	5/26/2019	5/27/2019	(2) \$50 Prizes
Week #3 & #4	5/27/2019	6/9/2019	6/10/2019	(2) \$50 Prizes
Week #5 & #6	6/10/2019	6/23/2019	6/24/2019	(2) \$50 Prizes
Week #7 & #8	6/24/2019	7/7/2019	7/8/2019	(2) \$50 Prizes

Bi-weekly Least Distracted Driver: Based on Skill Score.

To qualify, Entrant must have participated for two (2) consecutive weeks and logged four (4) or more Trips with at least 10 miles logged during each of the qualifying weeks and a final score of at least 75. All least distracted Entrant's scores within the relevant entry periods will be combined into one (1) drawing every other week. A portion of at least 1 of these trips must occur within Seattle City Limits.

Week Number	Entry Starts at 12:00:01 a.m. PT	Entry Ends at 11:59:59 p.m. PT	Winner Announced	Number of prizes to be won
Week #1 & #2	5/13/2019	5/26/2019	5/27/2019	(2) \$50 Prize
Week #3 & #4	5/27/2019	6/9/2019	6/10/2019	(2) \$50 Prize
Week #5 & #6	6/10/2019	6/23/2019	6/24/2019	(2) \$50 Prize
Week #7 & #8	6/24/2019	7/7/2019	7/8/2019	(2) \$50 Prize

Bi-weekly Most Transit Trips

A portion of at least 1 of these trips must occur within Seattle city limits. Trip distance must be at least ½ mile.

Week Number	Entry Starts at 12:00:01 a.m. PT	Entry Ends at 11:59:59 p.m. PT	Winner Announced	Number of prizes to be won
Week #1 & #2	5/13/2019	5/26/2019	5/27/2019	(2) \$50 Prizes
Week #3 & #4	5/27/2019	6/9/2019	6/10/2019	(2) \$50 Prizes
Week #5 & #6	6/10/2019	6/23/2019	6/24/2019	(2) \$50 Prizes
Week #7 & #8	6/24/2019	7/7/2019	7/8/2019	(2) \$50 Prize

Bi-weekly Most Bike Trips

A portion of at least 1 of these trips must occur within Seattle city limits. Trip distance must be at least ½ mile.

Week Number	Entry Starts at 12:00:01 a.m. PT	Entry Ends at 11:59:59 p.m. PT	Winner Announced	Number of prizes to be won
Week #1 & #2	5/13/2019	5/26/2019	5/27/2019	(2) \$50 Prizes
Week #3 & #4	5/27/2019	6/9/2019	6/10/2019	(2) \$50 Prizes
Week #5 & #6	6/10/2019	6/23/2019	6/24/2019	(2) \$50 Prizes
Week #7 & #8	6/24/2019	7/7/2019	7/8/2019	(2) \$50 Prizes

Grand Prize, Seattle's Safest Driver:

To qualify, an Entrant must have joined the competition within the first four (4) weeks (5/13/2019 – 6/9/2019) and have the highest score during the four-week Grand Prize qualifying period listed below. In addition, Entrant must have logged a minimum of eight (8) driving trips with a minimum of 80 total miles during the qualifying four-week period listed below. A portion of at least half of these trips must occur within Seattle city limits.

Grand Prize Qualifying Dates	Entry Starts at 12:00:01 a.m. PT	Entry Ends at 11:59:59 p.m. PT	Winner Announced as soon as	Number of prizes to be won
Weeks #5 - #8	6/10/2019	7/7/2019	7/22/2019	3

1. \$5,000 Grand Prize
2. \$2,500 Second Prize
3. \$1,000 Third Prize

PRIZE LIMIT: Entrants are eligible for a maximum of one (1) bi-weekly prize over the Promotion Period.

All skill-based winners will be determined by the App Administrator. In the event of a tie in any category, a random drawing from the tied entries will be conducted by the Administrator to determine the winning entry.

All expenses and costs associated with prize acceptance and use not expressly stated in the prize description provided herein are the sole responsibility of winner. All taxes are the responsibility of the winner.

Prize is not transferable. Administrator and Sponsor reserve the right to substitute a Prize (or portion thereof) of equal or greater value if the advertised Prize (or portion thereof) becomes unavailable. Prize will be awarded only if the prize winner fully complies with these Official Rules. Administrator or Sponsor reserves the right to remove or to deny portions of the prize package to Winner with no further compensation, if Winner engages in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person.

Total approximate value of all Promotion prizes: \$11,000.

8. WINNER NOTIFICATION

Prize winners will be notified using the contact information provided at the time of entry. Potential prize winners with a prize value of \$600 or more, shall be required to verify name and complete address and to execute and return within ten (10) days an affidavit of eligibility/ W-9 tax payer identification form and liability/publicity release covering eligibility, liability, advertising, publicity unless prohibited by law. Prize shall not be awarded until all such properly executed forms are returned. Administrator and Sponsor shall have no liability for any potential prize-winning notification that is lost, intercepted, or not received by any potential prize winner for any reason. If, despite reasonable efforts, any potential prize winner does not respond within 5 (five) days of the first notification attempt, or if the prize notification or prize is returned as unclaimed or undeliverable to such potential prize winner, the potential prize winner will forfeit the prize and an alternate winner may be selected from remaining eligible entries with the highest score or in a Sweepstakes from all remaining eligible entries in the relevant drawing. If any potential prize winner is found to be ineligible, or has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected.

9. PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS

Acceptance of any prize constitutes prize winner's permission for the Administrator and Sponsor to use Entrants' information for City of Seattle public purposes.

Each Entrant: (i) grants to the Administrator and Sponsor, in perpetuity, a non-exclusive, royalty-free license to publish, display, reproduce, modify, edit or otherwise use their photo and the Attributes, in whole or in part, for advertising or promoting the Promotion or for any other reason; (ii) waives all moral rights in and to their Photo and the Attributes in favor of the Administrator; and (iii) agrees to release and hold harmless the Releases

from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action that relate in any way to the entry, the use of the Attributes as permitted hereunder or the Promotion. The Sponsor and/or /Administrators reserve the right, in its/their sole and absolute discretion and at any time during the Promotion, to modify, edit or remove any Entrant, if a complaint is received with respect to the Entrants entry methods or violation of these Official Rules or for any other reason. If such an action is necessary, then the Administrators and/or Sponsor reserves the right, in its sole and absolute discretion, to remove the Entrant from the Promotion.

By submitting an entry, you agree that your submission is gratuitous and made without restriction, and will not place Administrators or Sponsor under any obligation that Administrators and Sponsor are free to disclose or otherwise disclose the details contained in the Entry on a non-confidential basis to anyone or otherwise use the Entry data without any additional compensation to you. You acknowledge that, by acceptance of your submission, Administrators and Sponsor do not waive any rights to use similar or related data previously known to Administrators or Sponsor, or developed by their employees, or obtained from sources other than you.

10. DISQUALIFICATION

Administrators and Sponsor reserve the right in their sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to disparage, annoy, abuse, threaten or harass any other person, and Administrators and Sponsor reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No incomplete,

forged, software-generated, or other automated multiple entries will be accepted. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

11. LIMITATION OF LIABILITY

SPONSOR, ADMINISTRATOR, APP ADMINISTRATOR, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, INSURERS, PARENTS, SUBSIDIARIES, DIVISIONS, AFFILIATES, PREDECESSORS, SUCCESSORS, REPRESENTATIVES, ADVERTISING, PROMOTION, AND FULFILLMENT AGENCIES, AND LEGAL ADVISORS (collectively, “**Released Parties**”) are not responsible for, and Entrant hereby releases the Released Parties from any claims arising from: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Promotion; (iv) electronic or human error which may occur in the administration of the Promotion or the processing of entries or data; (v) any injury or damage to persons or property, including but not limited to Entrant’s computer, mobile phone, hardware or software, which may be caused, directly or indirectly, in whole or in part, from Entrant’s participation in the Promotion and (vi) use of any prize.

12. DISPUTES

Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state or county court, which is King County Superior Court,

located in Seattle, Washington, and Entrant hereby submits to the exclusive jurisdiction of such courts and waives any objection it might have based upon improper venue or inconvenient forum; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys’ fees; and (3) unless otherwise prohibited, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Administrators and Sponsor in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington.

13. WINNERS LIST

To obtain a legally required list of winners, send a self-addressed stamped envelope to: **Seattle’s Safest Driver Winners, c/o Seattle Department of Transportation** [PO Box 34996, Seattle, WA 98124-4996], or email the request to allison.schwartz@seattle.gov. Winners list will be available after 7/24/19.

14. PRIVACY

Entrants are advised that the Administrator, as a governmental entity, is subject to the [Washington Public Records Act, Chapter 42.56 RCW](#). By submitting to the Promotion, Entrants acknowledge that any records they submit to the Administrator may be subject to disclosure pursuant to the Public Records Act.

The City of Seattle’s Privacy Policy may be found at www.seattle.gov/tech/initiatives/privacy/about-the-privacy-program

15. PARTICIPATING ZIP CODES

King, Pierce, Snohomish, and Kitsap County zip codes, all of which are noted below.

98133	98103	98117	98177	98107	98125	98115	98105	98195	98112	98122	98102	98199
98119	98109	98121	98101	98164	98104	98144	98134	98108	98118	98178	98116	98136
98126	98106	98146	98181	98168	98170	98166	98113	98165	98177	98111	98112	98174
98175	98190	98191	98092	98093	98055	98194	98199	98035	98198	98075	98195	98188
98185	98105	98041	98038	98106	98104	98101	98077	98047	98103	98102	98040	98141
98139	98121	98138	98144	98030	98001	98014	98145	98146	98126	98133	98131	98127
98129	98031	98122	98136	98134	98125	98124	98056	98117	98118	98161	98013	98002
98164	98114	98115	98116	98083	98028	98154	98029	98148	98015	98119	98039	98160
98089	98155	98158	98059	98003	98058	98004	98050	98005	98062	98072	98022	98019
98071	98011	98057	98288	98025	98027	98034	98010	98070	98023	98024	98007	98006
98063	98064	98009	98008	98065	98052	98074	98051	98073	98033	98042	98224	98045
98042	98053	98032	98333	98332	98335	98497	98338	98373	98374	98303	98372	98396
98397	98375	98344	98330	98401	98402	98407	98580	98398	98385	98387	98405	98406
98403	98404	98323	98321	98327	98329	98328	98304	98390	98388	98391	98395	98394
98444	98445	98443	98417	98439	98360	98447	98448	98418	98412	98446	98424	98422
98430	98433	98431	98413	98438	98438	98416	98415	98371	98481	98490	98499	98467
98471	98493	98408	98558	98351	98496	98498	98419	98421	98348	98464	98411	98349
98409	98466	98465	98354	98352	98294	98293	98201	98296	98292	98203	98287	98291
98290	98258	98223	98270	98259	98252	98208	98020	98256	98012	98272	98275	98087
98213	98271	98082	98082	98021	98036	98204	98206	98043	98241	98207	98037	98046
98026	98251	98353	98378	98384	98340	98061	98110	98364	98359	98383	98311	98310
98345	98380	98312	98386	98314	98366	98342	98315	98367	98393	98370	98337	98346
98392	98322											

Seattle city limits can be viewed at <http://clerk.ci.seattle.wa.us/~public/nmaps/fullcity.htm>.