



Seattle's Safest Driver Rules

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 18 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.

1. PROMOTION TIMING

The *Seattle's Safest Driver Contest & Sweepstakes* (collectively the "Promotion") entry period begins on November 20, 2017, 12:01 AM Pacific Standard Time ("PST") and ends on January 14, 2018 11:59 PM Pacific Standard Time ("PST") (the "Promotion Period"). The Promotion will consist of skill based time periods and prizes and random drawing time periods and prizes (details outlined on page 4). 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.

2. 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 prizes), whose decisions shall be final and legally binding in all respects and not subject to additional review.

3. ELIGIBILITY

This Promotion is open to legal residents of King, Pierce, Snohomish, and Kitsap counties (comprised of participating Zip Codes listed at the end of these Official Rules) who are eighteen (18) 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. 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.**

4. HOW TO ENTER

To participate, you will need to download the Seattle’s Safest Driver App (App) to your mobile phone. 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 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**”).

5. 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, bicycle and/or .

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 interacting (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 his/her 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.

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

Prizes listed below will be awarded in this Promotion.

Bi-Weekly Best Drivers: Based on Skill Score.

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

Prize values are as noted in the tables below, and may be a gift card equal to the stated dollar amount.

Week Number:	Entry Starts at 12:00:01 a.m. PST	Entry Ends at 11:59:59 p.m. PST	Winner Announced:	Number of prizes to be won:
Week #1 & #2	11/20/2017	12/3/2017	12/4/2017	(3) \$50 Prizes
Week #3 & #4	12/4/2017	12/17/2017	12/18/2017	(3) \$50 Prizes
Week #5 & #6	12/18/2017	12/31/2017	1/2/2018	(3) \$50 Prizes
Week #7 & #8	1/1/2018	1/14/2018	1/15/2018	(3) \$50 Prizes

Bi-weekly Sweepstakes Drawing: To qualify Entrant must have joined the Promotion during the qualifying week, logged one (1) driving trip or more, and have a minimum score of 80. 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. PST	Entry Ends at 11:59:59 p.m. PST	Winner Announced:	Number of prizes to be won:
Week #1 & #2	11/20/2017	12/3/2017	12/4/2017	(2) \$25 Prizes
Week #3 & #4	12/4/2017	12/17/2017	12/18/2017	(2) \$25 Prizes
Week #5 & #6	12/18/2017	12/31/2017	1/2/2018	(2) \$25 Prizes
Week #7 & #8	1/1/2018	1/14/2018	1/15/2018	(2) \$25 Prizes

Bi-weekly Most Improved 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 most improved 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. PST	Entry Ends at 11:59:59 p.m. PST	Winner Announced:	Number of prizes to be won:
Week #1 & #2	11/20/2017	12/3/2017	12/4/2017	(2) \$50 Prize
Week #3 & #4	12/4/2017	12/17/2017	12/18/2017	(2) \$50 Prize
Week #5 & #6	12/18/2017	12/31/2017	1/2/2018	(2) \$50 Prize
Week #7 & #8	1/1/2018	1/14/2018	1/15/2018	(2) \$50 Prize

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 ?. All most improved 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. PST	Entry Ends at 11:59:59 p.m. PST	Winner Announced:	Number of prizes to be won:
Week #1 & #2	11/20/2017	12/3/2017	12/4/2017	(2) \$50 Prize
Week #3 & #4	12/4/2017	12/17/2017	12/18/2017	(2) \$50 Prize
Week #5 & #6	12/18/2017	12/31/2017	1/2/2018	(2) \$50 Prize
Week #7 & #8	1/1/2018	1/14/2018	1/15/2018	(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. PST	Entry Ends at 11:59:59 p.m. PST	Winner Announced:	Number of prizes to be won:
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Week #1 & #2	11/20/2017	12/3/2017	12/4/2017	(2) \$50 Prizes
Week #3 & #4	12/4/2017	12/17/2017	12/18/2017	(2) \$50 Prizes
Week #5 & #6	12/18/2017	12/31/2017	1/2/2018	(2) \$50 Prizes
Week #7 & #8	1/1/2018	1/14/2018	1/15/2018	(2) \$50 Prizes

Bi-weekly Most Bike Trips

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

Week Number:	Entry Starts at 12:00:01 a.m. PST	Entry Ends at 11:59:59 p.m. PST	Winner Announced:	Number of prizes to be won:
Week #1 & #2	11/20/2017	12/3/2017	12/4/2017	(2) \$50 Prizes
Week #3 & #4	12/4/2017	12/17/2017	12/18/2017	(2) \$50 Prizes
Week #5 & #6	12/18/2017	12/31/2017	1/2/2018	(2) \$50 Prizes
Week #7 & #8	1/1/2018	1/14/2018	1/15/2018	(2) \$50 Prizes

Grand Prize Skill Based, Seattle’s Safest Driver: To qualify, an Entrant must have the highest score during the Grand Prize qualifying period listed below. In addition, Entrant must have logged a minimum of 4 driving trips with a minimum of 10 miles during the qualifying two weeks below. A portion of at least 1 of these trips must occur within the Seattle city limits.

Grand Prize Qualifying Dates:	Entry Starts at 12:00:01 a.m. ET	Entry Ends at 11:59:59 p.m. ET	Winner Announced by:	Number of prizes to be won:
Weeks #7 & #8	1/1/2018	1/14/2018	1/29/2018	(3)

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

PRIZE LIMIT: Entrants are eligible for a maximum of one (1) skill based prize (excluding Grand Prize) and one (1) random drawing prize over the Promotion Period.

Random drawings will be conducted based on the schedule listed above from all eligible entries received during the relevant drawing period by the Administrator. All skill based winners will be determined by the App Administrator.

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 reserves 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 Administrator's representative 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: \$6,000.

7. 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 fourteen (14) 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 his or her 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 if he or she 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.

8. PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS

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

Each Entrant: (i) grants to the Administrator, in perpetuity, a non-exclusive, royalty-free license to publish, display, reproduce, modify, edit or otherwise use his/her 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 his/her 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.

9. 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.

10. 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.

11. 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.

12. 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 2/10/18.

13. 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 <http://www.seattle.gov/Documents/Departments/InformationTechnology/privacy/PrivacyPolicyFINAL.pdf>.

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.

14. 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>.