

The Parking Spot™ “Million Spot Club” Sweepstakes

Official Rules

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

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter or Facebook. Twitter and Facebook are not affiliated with the Sponsor in any way.

By participating, you agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters relating to the Sweepstakes.

ELIGIBILITY: The Parking Spot “Million Spot Club” Sweepstakes (the “Sweepstakes”), sponsored by TPS Parking Management, LLC d/b/a The Parking Spot (the “Sponsor”), is open only to legal residents of the United States who are eighteen (18) years of age or older at the time of entry (nineteen (19) years or older if a resident of AL or NE). Employees, officers and directors of Sponsor, its affiliates, subsidiaries, authorized agents, sales representatives, distributors, advertising and promotional agencies, anyone associated with the development, implementation or execution of this Sweepstakes, and members of the immediate families (defined as including spouse, biological, adoptive and step- parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Sweepstakes.

Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. This Sweepstakes is subject to all applicable federal, state and local laws and regulations.

ENTRY PERIOD: The Sweepstakes begins at 9:00 AM Eastern Time (“ET”) on January 17, 2017, and ends at 11:59:59 PM ET on February 28, 2017 (the “Sweepstakes Period”).

HOW TO ENTER: In order to enter, you must have a valid, public Twitter or Facebook account and must follow the Sponsor at twitter.com/theparkingspot or www.facebook.com/TheParkingSpot.

To enter, create an original photo that includes one (1) Spot Club card or one (1) Spot Club card registration confirmation (as described below). Your photo will be referred to herein as your “photo” or your “Entry”. If you do not have a Spot Club card, you may register to receive one free of charge at <https://www.theparkingspot.com/spot-club>. If you have not received your Spot Club card by the date on which you wish to enter the Sweepstakes, you may print the email confirmation you received after registering for the card (“Confirmation”) and include the Confirmation in your Entry instead of the actual, physical Spot Club card. The Spot Club card/Confirmation in the photo need not be issued in your name; however, if you photograph a card/Confirmation issued to another person, you must have permission of the card holder/registrant to use the card/Confirmation for purposes of this Sweepstakes. Proof of permission may be required at any time and in any form deemed necessary by Sponsor.

At any time during the Sweepstakes Period, you may submit your Entry by uploading your photo with the hashtag #MillionSpotClubSweepstakes on Twitter or on the Sponsor’s Facebook Page at www.facebook.com/TheParkingSpot (whether in a comment to a post or without commenting on a post). Your social media account used to submit the Entry must be public (an account where anyone can view or subscribe to your photos), and must not be a shared, corporate or organization account. **Entries will not be judged, but they must be entrants’ own original creations and must conform to: (i) the requirements and content restrictions outlined in these Official Rules; and (ii) the Terms of Use/Service and all other policies of the social media platform through which you submit your Entry.**

If you do not have a Twitter account, visit www.twitter.com and register in accordance with the enrollment instructions for a free Twitter account.

If you do not have a Facebook account, visit www.facebook.com and register in accordance with the enrollment instructions for a free Facebook account.

No method of entry other than those noted above will be accepted. Participants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit any Entry. Incomplete and/or non-compliant Entries will be void, disqualified and not eligible for inclusion in the Sweepstakes.

All Entries must be received by 11:59:59 PM ET on February 28, 2017. You may enter via both Twitter and Facebook; **however, there is a limit of one (1) Entry per person/ Twitter account and one (1) Entry per person/Facebook account for the entire Sweepstakes Period.** Entries in excess of one (1) per each of the qualifying social media platforms received from any person will be disqualified; only the first Entry received from such person per social media account will be included in the Sweepstakes. Once posted, an Entry may not be modified. Any Entry that does not comply with the Content Restrictions (as defined below) or with these Official Rules in any way will be void, disqualified and not eligible for inclusion in the Sweepstakes.

If you choose to enter via a mobile device, STANDARD MESSAGE RATES AND DATA CHARGES APPLY. Please consult the terms and conditions of your individual service plan prior to participating via a mobile device. A mobile device is not required to enter the Sweepstakes.

By submitting an Entry, you represent and warrant that: (i) you own all rights in the Entry and that the Entry has not been copied in whole or in part from any other work; (ii) the Entry does not violate or infringe any copyright, trademark/trade name, or other proprietary right of any person (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity; (iii) the Entry has not been published previously; (iv) the Entry has not won previous awards; and (v) publication of the Entry via various media, including Web posting, will not infringe the rights of any third party. Each entrant agrees to indemnify and hold harmless the Sponsor from and against any claims to the contrary.

All entrants must use caution and common sense in creating their Entries.

CONTENT RESTRICTIONS: Participants must not include any of the following content (the "Content Restrictions") in any Entry: (i) pornography, adult-oriented content or any other sexually-explicit material; (ii) materials relating to lotteries or gambling; (iii) explicit language or content, images of violence, or promotion of illegal activities; (iv) content in violation of the intellectual property rights of any person or entity, including but not limited to logos and trademarks; (v) libelous, defamatory, disparaging, tortious or slanderous materials; (vi) tobacco, alcohol or drugs; (vii) dangerous stunts; (viii) real weapons of any kind including, but not limited to, guns, knives or projectiles; (ix) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, or local law, ordinance, or regulation; (x) any individual who is deemed a minor in the jurisdiction in which s/he resides without providing a signed release from a parent or legal guardian of such individual; (xi) individuals other than entrant or his/her children, legal wards or other family members without express, written consent (proof of which may be required at any time); (xii) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (xiii) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations of the jurisdiction in which the Entry was created. Any Entry that does not comply with the foregoing, as determined by Sponsor in its sole discretion, will be disqualified and eliminated from the Sweepstakes.

RANDOM DRAWING: A total of three (3) potential winners will be selected in a random drawing from among all eligible Entries received via Twitter and Facebook combined. The drawing will be conducted by Sponsor on or about March 1, 2017. Odds of winning a prize depend upon the total number of eligible Entries through both qualifying social media platforms combined. Each potential winner will be notified by Sponsor via social media direct message and/or email and will be required to privately (through email, or

other secure, private means) provide his/her name, address, age and other personal information necessary to receive his/her prize, along with any required prize acceptance documents. Each potential winner may be required to complete, sign and return an Affidavit of Eligibility, Liability Release and, where permissible, a Publicity Release, as a condition of receiving his/her prize. If a potential winner cannot be reached after reasonable efforts have been made, if a prize notification is returned as undeliverable, if a potential winner is determined by Sponsor to be ineligible, or if a potential winner cannot or does not comply with these Official Rules, such person will be disqualified and, at Sponsor's discretion, an alternate potential winner may be selected in a random drawing from among the remaining eligible Entries.

PRIZES: A total of three (3) prizes will be awarded. Each prize will consist of the following: seven (7) days of free parking applied to the winner's Spot Club account. Approximate Retail Value ("ARV"): a maximum of \$250 per prize*. To redeem prize, each winner must provide his/her Spot Club account number to The Parking Spot. Seven (7) days worth of Spot Club points (constituting seven (7) days of parking) will then be added to each winner's account. If a winner does not have a Spot Club account, s/he may create one free of charge at <https://www.theparkingspot.com/spot-club>. Sponsor reserves the right to substitute a prize of equal or greater value if the advertised prize becomes unavailable. No prize substitution, cash redemption, sale or transfer of prize permitted by the winners, except at Sponsor's sole discretion. Total maximum ARV of all prizes in this Sweepstakes: \$750.

*Please note: Prize value will vary by location. If the cost of parking for seven (7) consecutive days is valued at less than \$250 where a particular winner chooses to use the prize, the difference in value will not be awarded to that winner.

All income taxes on the prizes are the sole responsibility of the winners.

The prizes consist only of the items described above. **All other costs and expenses related to use of the prize are the responsibility of each winner.**

By accepting a prize, each winner acknowledges that the Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose. In the event of a dispute as to the identity or eligibility of a potential winner, the winning entry will be declared made by the "Authorized Account Holder" of the social media account through which winner submitted the Entry, provided s/he is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person assigned to the account by the applicable social media platform.

RIGHTS GRANTED: By entering, each entrant irrevocably and forever grants and assigns to Sponsor all worldwide rights, title, and interest in and to his/her Entry (and all works derived from it) including but not limited to all intellectual property rights, and agrees that Sponsor may reproduce, edit, market, store, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote the Entry or portions of the Entry (as such may be edited and modified by the Sponsor at its discretion) for editorial, commercial, promotional and all other purposes (including without limitation posting on Sponsor-affiliated websites, social media sites and/or other Sponsor-selected media), without any kind of payment to the entrant. Each entrant expressly waives all rights to review or approve any use that Sponsor makes of his/her Entry in accordance with these Official Rules. By entering, each entrant further agrees to waive all rights of attribution if his/her Entry is used by Sponsor or by anyone Sponsor authorizes, and to waive any moral rights in the Entry.

By entering the Sweepstakes, each entrant agrees that his/her Entry is gratuitous, unsolicited and without restriction, and will not place Sponsor under any obligations other than those contained in these Official Rules, and that Sponsor is free to disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas therein without any compensation to the entrant. Each entrant further

acknowledges that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the entrant.

By entering the Sweepstakes, each entrant understands and acknowledges that he/she will not now or in the future be paid or compensated in any way for the Entry or for granting the Sponsor any of the rights set out in these Official Rules. Each entrant further acknowledges that Sponsor is not obligated to make use of any of the rights granted in these Official Rules.

By submitting an Entry, each entrant represents that his/her Entry conforms to the requirements and restrictions set forth herein and with all of these Official Rules, and agrees that Sponsor, in its sole discretion, may remove an Entry and disqualify the Entry and entrant from the Sweepstakes if it believes, in its sole discretion, that the Entry fails to conform to all such requirements and restrictions, or to these Official Rules in any way.

RELEASE OF LIABILITY AND PUBLICITY: By accepting a prize, each winner consents to the use of his/her name, photograph, likeness, taped or filmed image, statements and limited biographical information for publicity or advertising purposes in all media worldwide without limitation and without further compensation or notice. By entering, all entrants agree to release and hold harmless Sponsor, Twitter, Facebook, and each of their respective parent companies, affiliates, subsidiaries, officers, directors, partners, equity holders, agents, employees, and all others associated with the development and execution of this Sweepstakes (collectively, the "Released Parties"), from and against any and all liability with respect to, or in any way arising from, this Sweepstakes and/or the acceptance or use of a prize and all travel related thereto (if applicable), including without limitation liability for personal injury, damages, death, monetary loss, defamation or violation of privacy rights. Sponsor assumes no responsibility for any injury, loss or damage to entrants' or to any other person's computer relating to, or resulting from, entering this Sweepstakes. Released Parties are not responsible for: (i) electronic transmissions or Entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by Sponsor or its agents for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of Entries, or for deletion, theft or destruction of, unauthorized access to, or alteration of, Entries; (iii) failed or unavailable hardware, network or software; (iv) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (v) any Entries submitted in a manner that is not expressly allowed under these Official Rules (all such Entries will be disqualified); (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (vii) any typographical or other error in any printing or advertising relating to the Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement of the prize winners; or (viii) cheating or fraud by any participant.

GENERAL RULES: In no event will Sponsor be liable for awarding more than three (3) prizes. If, due to human or other error, the number of prize notices exceeds the intended number of prizes, the three (3) prizes will be awarded in a random drawing from among all recipients of valid prize notices. If, for any reason, the Sweepstakes cannot be executed as planned, including but not limited to any printing, administrative, human or other error of any kind, social media mandate, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes without notice. If the Sweepstakes is terminated prior to the stated end date/time, the prizes will be awarded in a random drawing from among all eligible, non-suspect Entries received via both social media platforms, combined, prior to the date/time of termination.

Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules or any laws, or to be attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking,

deception, misappropriation, infringement, or any other unfair playing practices, poor sportsmanship, or to be acting with the intention of annoying, abusing, threatening, or harassing any other participants or Sponsor and its representatives. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS FEES) TO THE FULLEST EXTENT OF THE LAW.

ENTRANTS' PRIVACY: Any personally identifiable information collected in connection with an entrant's participation in this Sweepstakes will be used by Sponsor, its affiliates, and agents only for purposes of the proper administration and fulfillment of the Sweepstakes, as described in these Official Rules, and in any manner consistent with Sponsor's Privacy Policy, available at <http://www.theparkingspot.com/privacypolicy.aspx>.

DISPUTES/VENUE/GOVERNING LAW: By participating, entrants agree that: (i) any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or the prizes, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in Cook County, Illinois; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iii) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Illinois.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials or made by Sponsor's representatives, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official 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 Official 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.

WINNERS LIST: For the names of the winners, available after all winners are confirmed, send a self-addressed, stamped (#10) envelope to Guest Satisfaction Manager, 200 W Monroe St., #1500, Chicago, IL 60606. Requests must be received by April 2, 2017.

SPONSOR: The Sweepstakes is sponsored solely by TPS Parking Management, LLC d/b/a The Parking Spot, Chicago, IL

Any questions, comments or complaints regarding this Sweepstakes must be directed to the Sponsor only, and NOT to Twitter or Facebook.

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