

Bay FC GoPass Perks Giveaway
Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Important: Please read these Official Rules before entering the Bay FC Social Media Giveaway (the “Sweepstakes”). BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO THESE OFFICIAL RULES, WHICH CONTAIN A WAIVER OF UNKNOWN CLAIMS UNDER CALIFORNIA CIVIL CODE SECTION 1542, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER. PLEASE READ THESE OFFICIAL RULES CAREFULLY BEFORE ENTERING. FAILURE TO COMPLY WITH THESE OFFICIAL RULES WILL RESULT IN DISQUALIFICATION FROM THE SWEEPSTAKES.

1. **SPONSOR.** The Sponsor of the Sweepstakes is Peninsula Corridor Joint Powers Board (“**Sponsor**”), 166 N Rollins Rd, Millbrae, CA 94030. All decisions made by Sponsor regarding the Sweepstakes and eligibility are final and binding.
2. **SWEEPSTAKES PERIOD.** The Sweepstakes begins on September 28 at 12:01 AM PT and ends on October 25 at 12:00 PM PT (“**Sweepstakes Period**”). All times in the Sweepstakes refer to Pacific Time (“**PT**”). Sponsor’s computer is the official timekeeping device for this Sweepstakes.
3. **ELIGIBILITY.** The Sweepstakes is open only to legal residents who are physically present in any of the fifty (50) United States and the District of Columbia and who are eighteen (18) years of age or older, or the age of majority in the Entrant’s jurisdiction of residence, whichever is greater, at the time of Entry. Directors, officers, and employees of the Organizing Entities, and their immediate family members (spouses, parents, children, siblings, and their respective spouses, regardless of where they reside) and/or household members (whether or not related) are not eligible. “**Organizing Entities**” means Sponsor, Peninsula Corridor Joint Powers Board, Caltrain, and each of the aforementioned entities’ respective parent companies, subsidiaries, affiliates, members, investors, employees, officers, directors, contractors, agents, advertising and promotion agencies, licensees, distributors, dealers, retailers, printers, and representatives. The Sweepstakes is void where prohibited or restricted by law. All federal, state, and local laws and regulations apply. **IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO ENTER.**
4. **HOW TO ENTER.** No purchase necessary. Enter by online entry form. To be eligible, each Entry must be received no later than October 25. Successful completion of the foregoing shall be considered an “**Entry**” and the person submitting the Entry, the “**Entrant**.” As a condition of entering the Sweepstakes, each Entrant gives consent for Sponsor to obtain and deliver their name, address and other identifying information to third parties for the purpose of administering the Sweepstakes and to comply with applicable laws, regulations, and rules. Any information Entrant provides to Sponsor may be used to communicate with Entrant in relation to this Sweepstakes or on a Sweepstakes winner’s list.

5. **CONSENT TO RECEIVE MARKETING MESSAGES.** As a condition to entering the Sweepstakes, each Entrant consents to the processing of their name, e-mail, and/or phone number by the Organizing Entities and their service providers in accordance with Sponsor's Privacy Policy located at [Caltrain's Privacy Policy](#). Each Entrant consents to receive e-mails, calls, and/or text messages, including live, prerecorded, and/or automated calls and messages, to that email or phone number. Entrants may opt-out of receiving such e-mails, calls, and/or text messages at any time upon notice to the Organizing Entities.
6. **LIMIT ONE (1) VALID ENTRY PER PERSON.** Limit one (1) entry per Entrant. Multiple Entrants are not permitted to share the same email address or account. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, accounts, identities, registrations and logins, or any other methods will void that Entrant's Entry and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to the identity of any Entrant, the authorized account holder of the email address used to enter will be deemed to be the Entrant and he/she must comply with these Official Rules. The "**authorized account holder**" is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential Winner may be required to show proof of being the authorized account holder.
7. **SELECTION OF WINNERS.** One (1) winner (the "**Winner**") will be randomly selected from all eligible Entries received within the Sweepstakes Period. The Winner will receive the Prize (as defined below). The Winner will be notified on or about August 31, through the email address used by the Winner to submit their winning Entry. Only the selected Winner will be notified. Substitute Winner(s) may be selected by Sponsor at its reasonable discretion due to non-response. The Winner may be required to sign and return to Sponsor an affidavit of eligibility and liability and publicity release within 48 hours of receipt. If (i) any Prize (as that term is defined below) notification is undeliverable, (ii) a potential winner does not respond to notification in a timely manner, or (iii) in the event of non-compliance with any of these requirements, then the Prize(s) will be forfeited, and alternate winner(s) will be selected from the remaining eligible Entries. The odds of winning depend on the number of eligible Entries received within the Sweepstakes Period. In the event of early termination, Sponsor reserves the right to award the prize(s) in a random drawing from among all eligible entries received prior to such termination.
8. **PRIZE.** One (1) Prize will be awarded for the Sweepstakes. The Prize will consist of four (4) tickets to the Bay FC vs. San Diego Wave FC match at PayPal Park on Sunday, November 1, at 2:00 p.m. PT, along with a Bay FC merchandise bundle including: four (4) Bay FC tickets (the "**Prize**"). The estimated value of the Prize is \$160, tickets \$40 each. This is an estimated value only. The Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prize they receive (including parking and transportation), regardless of whether the Prize, in whole or in part, are used. The Prize cannot be exchanged for cash and the winners may not substitute the Prize. Transfer of the Prize to another individual or entity is prohibited. Limit of one (1) Prize per Winner. The details and availability of the Prize are subject to change in Sponsor's sole discretion and

Sponsor reserves the right to substitute a similar prize of equal or greater value in its sole discretion. Sponsor will issue an IRS Form 1099-MISC to any winner receiving a prize valued at \$600 or more.

9. **ODDS.** Odds of winning will depend on the total number of entries received and Sponsor makes no representations or warranties regarding the probability of an Entrant winning a Prize.
10. **BACKGROUND INVESTIGATION.** Sponsor reserves the right to conduct a background investigation on the potential winners and their guests, and reserve the right in their sole discretion to disqualify any potential winner or guest based on the results of such background investigation, if Sponsor determines in its sole discretion that awarding a Prize to such winner or guest might reflect negatively on the Organizing Entities.

Potential winners agree and understand that they and their guests must agree to authorize and cooperate with an independent background investigation by Sponsor and/or its agents, if requested, by completing a consent form in the designated timeframe for an investigation of their background, references, character, employment, education, social media, and without limitation civil and criminal court records or police records, including a review of social media, including those maintained by both public and private organizations and all public records, for the purpose of confirming information provided by the potential winner and/or obtaining other information that may be relevant to qualifications as the potential Prize recipient in the Sweepstakes. Potential winners agree and understand that based on such results, they or their guest may be disqualified if the results are not acceptable to Sponsor in Sponsor's sole discretion and that the specific reason(s) for any such disqualification will not be provided to any disqualified potential winner or guest.

11. **INTERNET.** If for any reason, the Sweepstakes is not capable of running as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Organizing Entities which corrupt or affect the administration, security, fairness, integrity of the game or Sweepstakes, the Organizing Entities reserve the right in their sole discretion to disqualify any individual it believes has tampered with the entry process, and/or cancel, terminate, modify or suspend the Sweepstakes. The Organizing Entities and their respective parent companies, subsidiaries, and affiliates, and the officers, directors, agents and employees of any of the foregoing (i) assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alternation of, entries, (ii) are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or provider, computer equipment, software, failure of any email to be received by the Organizing Entities on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to the participant's or any other person's computer related to or resulting from participation or downloading any materials in these Sweepstakes. If there is a dispute as to the identity of an online Entrant, the Prize will be awarded to the authorized account holder of the email address, as determined by the Organizing Entities in their sole discretion.

WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE, OR APP OR UNDERMINE THE LEGITIMATE OPERATION OF THIS

SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

- 12. LIMITATION OF LIABILITY; DISCLAIMER; INDEMNIFICATION; RELEASE.** To the fullest extent permitted by applicable law, by entering the Sweepstakes, each Entrant agrees to (a) be bound by these Official Rules, including all Entry requirements, and (b) fully and irrevocably waive and release any and all claims, whether known or unknown, suspected or unsuspected, against the Organizing Entities, the Social Media Platforms, and each of their respective parent companies, subsidiaries, affiliates, licensees, distributors, sales representatives, advertising and promotional agencies, and their respective managers, officers, directors, employees, agents, contractors, and representatives (collectively, the “**Released Parties**”) for any and all injuries, damages, losses, costs, expenses, claims, causes of action, or liabilities of any kind (including, without limitation, reasonable attorneys’ fees and investigation costs) that may occur or arise, directly or indirectly, in whole or in part, from: (i) participation in the Sweepstakes; (ii) acceptance, possession, use, misuse, or nonuse of any Prize (or any portion thereof); (iii) any travel or activity related to the Sweepstakes or any Prize; (iv) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (v) unauthorized human intervention in any part of the Entry process or the Sweepstakes; (vi) electronic or human error in the administration of the Sweepstakes or the processing of Entries; (vii) any injury or damage to persons or property, including to an Entrant’s or any other person’s computer or mobile device, related to or resulting from participation in or downloading any materials in this Sweepstakes; (viii) any claims based on publicity rights, copyright infringement, trademark infringement, intellectual property rights, rights of publicity or privacy, defamation, or portrayal in a false light, whether intentional or unintentional; or (ix) any other matter arising out of or relating to the Sweepstakes, the Official Rules, or any Prize, whether under a theory of contract, tort (including negligence), warranty, strict liability, or any other legal or equitable theory. By entering the Sweepstakes, each Entrant agrees to indemnify, defend, and hold harmless the Released Parties from any and all such liability, and from any and all claims, damages, losses, costs, and expenses (including without limitation reasonable attorneys’ fees and costs) arising out of or relating to: (A) any breach of the Entrant’s representations, warranties, or obligations under these Official Rules; (B) any claim that an Entry infringes, misappropriates, or otherwise violates any third party’s intellectual property, publicity, privacy, or other proprietary rights; or (C) any unlawful or willful misconduct in connection with the Sweepstakes. Each Entrant has agreed to the foregoing release freely and without any inducement or assurance of any nature, and intends it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agrees that if any portion of such release is held to be invalid, the balance notwithstanding shall continue in full force and effect. Each Entrant acknowledges the language of California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF

KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each Entrant hereby expressly waives the protection of California Civil Code Section 1542 and any similar statute or common law protection in any other jurisdiction. Each Entrant understands and agrees that claims or facts in addition to or different from those which are now known or believed by such Entrant to exist may hereafter be discovered. It is each Entrant's intention to waive fully and release all claims that such Entrant now has or may have against the Released Parties, whether known or unknown, suspected or unsuspected, except as to claims that cannot lawfully be released. Each Entrant understands and acknowledges the significance of this waiver and assumes full responsibility for any injuries, damages, losses, or liabilities arising out of participation in the Sweepstakes, whether known or unknown at the time of Entry.

13. **GOVERNING LAW; DISPUTES; CLASS ACTION WAIVER; JURY TRIAL WAIVER.** These Official Rules and any disputes arising out of or relating to the Sweepstakes shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. As a condition of entering this Sweepstakes, each Entrant agrees that: (a) any and all disputes, claims, controversies, or causes of action arising out of or relating to this Sweepstakes, these Official Rules, or any prizes awarded (each, a “**Claim**”) shall be resolved exclusively in the state or federal courts located in San Francisco County, California, and each Entrant hereby irrevocably consents to the personal jurisdiction and exclusive venue of such courts and waives any objection based on inconvenient forum; (b) Claims shall be brought ON AN INDIVIDUAL BASIS ONLY AND SHALL NOT BE CONSOLIDATED OR JOINED WITH OR IN ANY PROCEEDING INVOLVING A CLAIM OF ANY OTHER PARTY, and each Entrant waives any right to bring, join, or participate in any class action, collective action, or other representative proceeding; (c) each Entrant waives, to the fullest extent permitted by applicable law, any right to a trial by jury in connection with any Claim; and (d) under no circumstance will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; provided, however, that nothing in this subsection shall limit Sponsor's right to seek any and all damages or remedies available at law or in equity against any Entrant. Nothing in this section prevents an Entrant from pursuing an individual claim in small claims court where permitted by applicable law, or from exercising non-waivable rights under applicable federal or state law. For residents of jurisdictions where the foregoing limitations are restricted or prohibited by law, the limitations set forth above shall apply only to the extent permitted by the laws of such jurisdiction.
14. **PRIVACY.** By entering the Sweepstakes, each Entrant authorizes Sponsor to collect, use, process, transfer, and store all data provided by Entrant, including without limitation, personal data, to the United States, or any location(s) throughout the world that Sponsor deems necessary, whether within Entrant's country of residence or elsewhere, and with such party(ies) as Sponsor deems appropriate, for purposes of administration of the Sweepstakes. All information submitted to Sponsor as part of this Sweepstakes will be treated in accordance with Sponsor's Privacy Policy, available at [Privacy Policy](#), and these Official Rules. Sponsor will only use Entrant's personal information to: (a) provide information about the Sweepstakes; (b) contact and publicize potential Winners; (c) for purposes of Sweepstakes administration and prize fulfillment; and/or (d) if an Entrant selects to receive additional

information from Sponsor, to send additional information to that Entrant during or after the Sweepstakes Period. Entrants to the Sweepstakes may be given the option to receive commercial e-mails from Sponsor; however, eligibility to participate in the Sweepstakes is not dependent upon Entrant's consent to receive such e-mails. Entrants must fully complete and submit all non-optional data Sponsor requests to be eligible.

15. **PUBLICITY CONSENT AND RELEASE.** Except where prohibited by law, by entering the Sweepstakes, each Entrant grants to the Organizing Entities (and agrees to confirm that grant in writing) and those acting pursuant to the authority of the Organizing Entities the irrevocable right without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter developed, including, but not limited to, the Internet and World Wide Web, in perpetuity and throughout the universe, his/her Photo, including, without limitation, the Entry and winner's name, city, state, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
16. **SUSPENSION/MODIFICATION/TERMINATION.** In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, act of government(s), communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, cyberattack or security breach, or any federal, state, local, or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), Sponsor shall have the right, in its sole discretion, to modify, suspend, or terminate the Sweepstakes and/or award Prizes from among all eligible Entries received prior to such action. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend, or terminate the Sweepstakes should causes beyond its control corrupt or interfere with the administration, integrity, operation, security, or proper play of the Sweepstakes; or (b) to disqualify any Entrant if Sponsor reasonably determines, based on available evidence, that the Entrant has tampered with the entry or voting process, violated these Official Rules, acted fraudulently or unlawfully, or engaged in conduct that materially impairs the integrity or orderly administration of the Sweepstakes. Any attempt by an Entrant or any other individual to deliberately damage or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.
17. **OFFICIAL RULES OR WINNERS LIST.** For a copy of the Official Rules or Winners List (available fifteen (15) days after the end of the Sweepstakes Period) send a self-addressed, stamped envelope (residents of VT need not include return postage on rules requests) to the following address no later than 180 days after the end of the Sweepstakes Period (Please specify "Official Rules" or "Winners"): Bay FC Social Media Giveaway, c/o Peninsula Corridor Joint Powers Board, 166 N Rollins Rd, Millbrae, CA 94030.

18. **THIRD PARTY DISCLAIMER.** Although the Sweepstakes may be featured on Facebook, Twitter, Instagram, X (formerly Twitter), TikTok, and/or other social media platforms (collectively, “**Social Media Platforms**”). By entering the Sweepstakes, each Entrant agrees that the Social Media Platforms are not liable in any way for any claims, damages, or losses associated with the Sweepstakes and releases the Social Media Platforms from any and all claims arising out of or relating to the Sweepstakes. Additionally, the Sweepstakes is in no way sponsored, endorsed, administered by the National Women’s Soccer League or any of its member clubs, though certain rights and releases granted under these Official Rules extend to the NWSL entities as described herein.