

# Taxi of Tomorrow Survey Sweepstakes 2010 OFFICIAL RULES

**NO PAYMENT, ENTRY FEE OR PURCHASE REQUIRED.**

**OPEN TO LEGAL RESIDENTS OF THE CONTINENTAL UNITED STATES, EXCEPT FOR THE STATES OF FLORIDA AND RHODE ISLAND. ENTRANTS MUST BE AT LEAST TWENTY-ONE (21) YEARS OLD.**

**1. HOW TO ENTER:** Enter the Taxi of Tomorrow Survey Sweepstakes (“Sweepstakes”) on-line at [www.nyc.gov/taxioftomorrow](http://www.nyc.gov/taxioftomorrow) by clicking on the icon, banner or text link where entrants will be invited to complete a Taxi of Tomorrow survey. After completing the survey, the consumer will be invited to click an icon, or text link to receive a code and a link to enter the sweepstakes. The entry will be completed by filling out an on-line entry form and following instructions for submission. Entries must be received between 12:01 a.m. (EST) on November 8, 2010, when the Sweepstakes begins, and 11:59 p.m. (EST) on December 20, 2010, when the Sweepstakes ends. Limit one (1) entry per person or e-mail address.

Incomplete entries will be disqualified.

Neither the Design Trust for Public Space (“Sponsor”) nor CTI, Inc. (“Sweepstakes Administrator”) will correspond regarding receipt of entries. All entries submitted become the sole property of Sponsor and will not be returned.

**2. ELIGIBILITY:** To enter the Sweepstakes, you must, at the time of entry, be a lawful, permanent resident of one of the continental United States, except for the States of Florida and Rhode Island (the “Territory”), be 21 years of age or older and be physically located in the Territory. The Sweepstakes and any web sites, web pages and advertisements relating thereto are intended for viewing only within the Territory. Entries received from persons residing outside of the eligible geographic areas, or where restricted or prohibited by law, will be disqualified. Employees of the Design Trust for Public Space, NYC & Company, the Taxi & Limousine Commission, the City of New York, CTI, Inc., and their affiliates, advertising and promotion agencies (collectively, the “Sweepstakes Entities”), and anyone involved in the development or execution of this promotion, and the immediate families (parents, spouses, siblings, and children and their spouses) and members of the households of such employees are ineligible.

**3. DRAWING AND NOTIFICATION:** The Sweepstakes Administrator, an independent judging organization whose decisions are final and binding in all matters relating to this Sweepstakes, will conduct random drawings of one grand prize winner and 9 alternate winners on or about Friday, December 17, 2010. Odds of winning the prizes depend on the number of eligible entries received. The potential prize winners will be notified by telephone, mail and/or email, at Sponsor’s discretion. If a potential winner does not respond to the Sweepstakes Administrator’s notification attempt within three (3) days from the first notification attempt, then such person will be disqualified and an alternate potential winner will be contacted from among the designated alternate winners. With respect to notification by telephone, such notification will be deemed given when the potential winner engages in a live conversation with the Sweepstakes Administrator or when a message is left

on the potential winner's voicemail service or answering machine by the Sweepstakes Administrator, whichever occurs first. All notification requirements, as well as other requirements within these Official Rules, will be strictly enforced.

**4. PRIZES:** There will be one Grand Prize winner who will receive a year of free taxi rides, up to \$5,000 ("the Grand Prize"), courtesy of the Design Trust for Public Space. The Grand Prize winner will be drawn from among all eligible entries. The prize will be distributed in the form of a credit card that will only be accepted in New York City taxi cabs. The expiration date will be one year from the time the card is presented to the Grand Prize winner.

**PRIZE DETAILS and CONDITIONS:** The expiration date will be one year from the time the card is presented to the Grand Prize winner. Approximate Retail Value is a maximum of \$5,000. The final ARV of the Grand Prize will be determined approximately one year from the issuance of the Grand Prize, when the Grand Prize credit card expires.

No prize substitution or cash redemption is available. All costs not specifically mentioned are solely the responsibility of the winners. Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion. Prize is not transferable or assignable and may not be resold, auctioned, traded or given away under any circumstances. All federal, state and local income taxes on prize and gratuities are solely the responsibility of the winner.

**5. RELEASES/TAXES:** As a condition of winning any Prize, the potential winner will be required to execute and return a notarized Affidavit of Eligibility, a Liability Release and a Publicity Release (except where prohibited) (the "Affidavit/Release"). All Affidavit/Releases must be returned within the time indicated in the documents. If such documents are not returned within that time, or if an entrant is found to be ineligible, or if he/she does not comply with the Official Rules, then the potential winner will be disqualified, and an alternate potential winner will be designated from among the alternate winners selected. If prize documentation or prize notifications are returned as undeliverable, this will result in disqualification, and an alternate potential winner will be designated from among the alternate winners selected. All federal, state, local or other tax liabilities, including but not limited to use taxes and income taxes or like amounts in connection with a winner's award, acceptance or use of a prize arising from this Sweepstakes will be the sole responsibility of the winner.

**6. PRIVACY:** Except where prohibited by law, participation in this Sweepstakes and/or acceptance of a prize constitutes permission for the Sweepstakes Entities to use the winner's name, photograph, likeness, statement, biographical information, voice and address (city and state) on a worldwide basis and in all forms of media, in perpetuity and without further compensation in connection with this Sweepstakes. Entry in the Sweepstakes constitutes consent to the transfer of the personal information collected from the entrant to the Sponsor for the purposes of administering the Sweepstakes and for such other purposes to which entrant may consent as outlined herein or on Sponsor's Web site. Sponsor may provide you with an opportunity to opt-in to authorize use of your personal information to send you future information related to your participation in Research Panels about your experiences in New York City. By opting-in you authorize Sponsor to send such information to you. By entering the Sweepstakes, you also authorize Sponsor to provide your personal information to third party fulfillment companies so that such

companies may process and deliver prizes to winners.

**7. SWEEPSTAKES CONDITIONS:** This Sweepstakes is subject to all applicable federal, state and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor and Sweepstakes Administrator, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. By entering, winners and entrants also agree to release, discharge, indemnify and hold harmless Sweepstakes Entities and each of their respective officers, directors, employees, agents and representatives, from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind, resulting in whole or in part, directly or indirectly, from a) acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes, b) any malfunction or other problem with the Sweepstakes Web site, c) any error in the collection or retention of entry information, or d) any typographical or other error in the printing, offering or announcement of any prize.

**8. LIMITATIONS OF LIABILITY:** Sweepstakes Entities are not responsible for lost, late, misdirected, undeliverable or incomplete online or on-site entries due to system errors or failures or faulty transmissions or other telecommunications malfunctions; and/or online or on-site entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system/human errors and failures, or faulty transmissions, or for any problems or technical malfunction(s) of any telephone network or lines, cable connections, or satellite transmissions, computer online systems, servers or providers, computer equipment, or entries not received by Sponsor on account of technical problems or traffic congestion on the Internet or at a Web site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an entrant's ability to participate. The Sweepstakes Entities are also not responsible for any malfunction of the entire Sweepstakes Web site or error in the collection, processing or retention of entry information.

**9. TERMINATION/SUSPENSION/MODIFICATION OF SWEEPSTAKES:** If for any reason this Sweepstakes is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity, fulfillment or proper conduct of the Sweepstakes, the Sponsor reserves the right at its sole discretion to terminate, modify or suspend the Sweepstakes and to select winners by conducting a random drawing from those eligible entries received up to the termination/suspension date. Sponsor may also disqualify or prohibit an entrant from participating in the Sweepstakes or winning a prize in this or any other promotion conducted by Sponsor if, at its sole discretion, it determines that said entrant has violated the Official Rules or has threatened or is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair playing practices (including the use of automated quick-entry programs), or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. Any attempt by an entrant to deliberately damage the web site or undermine the legitimate operation of the sweepstakes may be in violation of criminal and civil laws. Should such an attempt be made, sponsor reserves the right to seek remedies and damages (including attorney's fees) from any such entrant to the fullest extent of the law, including criminal prosecution.

**10. DISPUTES:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court of the state of New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) 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 Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**11. RULES/WINNERS LIST:** To receive a list of the winners or an additional copy of these Official Rules, send a self-addressed, stamped envelope by January 13, 2011, to: Taxi of Tomorrow Survey Sweepstakes, 524 Lafayette Avenue, Suite 312, Wyckoff, NJ 07481. Please specify "Rules" or "Winners List." You may also view the Official Rules at [www.nyc.gov/taxioftomorrow](http://www.nyc.gov/taxioftomorrow)

**12. SPONSOR:** Design Trust for Public Space, 338 West 39<sup>th</sup> Street, 10<sup>th</sup> Floor, New York, NY 10018

**13. SWEEPSTAKES ADMINISTRATOR:** CTI, Inc., 555 Eighth Avenue, Suite 2201, New York, NY 10018