

"ABC7 Smart Car Giveaway"

Official Rules

I. NAME OF SPONSOR

Smart Center San Francisco hereafter referred to as "Sponsor."

KGO Television, Inc. ("ABC7 KGO-TV"), hereafter referred to as "Administrator."

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook or Twitter. You are providing your information to ABC7 KGO-TV, and not to Facebook or Twitter. The information you provide will only be used in accordance with the ABC7 KGO-TV's privacy policy, which may be viewed at: <http://corporate.disney.go.com/corporate/pp.html>

II. ELIGIBILITY

Open only to legal residents of the United States, 21 years of age or older, who are physically located and residing in counties in the ABC7 KGO-TV viewing area as defined by the A.C. Nielson Company (including the counties of Alameda, Contra Costa, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, Santa Clara, Solano & Sonoma).

Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for ABC7 KGO-TV, Smart Center San Francisco, and their respective parent, subsidiary, and affiliated companies and entities, their advertising/promotional agencies or vendors and the immediate family/ members of the same household of anyone so employed are ineligible, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the sweepstakes or supplying the prize, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or play. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year. All eligibility is subject to all federal, state, and local laws and regulations. Entrants must be able to qualify for Smart Center San Francisco's credit standards.

III. HOW AND WHEN TO ENTER

NO PURCHASE NECESSARY.

During the Sweepstakes Period, enter the Sweepstakes through the ABC7 KGO-TV Sweepstakes application on Facebook (the "Application"). You may access the Application via the ABC7News page on Facebook at www.facebook.com/abc7news. To enter, "Like" the ABC7News page. You must then complete the entry form with all required information, which will include your full name, city of residence, telephone number, age and email address on the entry submission page, and agree to the Official Rules. Limit: One (1) entry per person/email address through Facebook.

You may also enter the Sweepstakes through the ABC7 KGO-TV Sweepstakes application on Twitter (the "Application"). You may access the Application via the ABC7News website on <http://www.abc7news.com/contests>. To enter, "Follow" @abc7newsBayArea on Twitter. You must then complete the entry form with all required information, which will include your full name, city of residence, telephone number, age and email address on the entry submission page, and agree to the Official Rules. Limit: One (1) entry per person/email address through Twitter.

To receive one (1) additional entry ("Additional Entry"), follow the onscreen instructions on the form in order to share the sweepstakes with your Facebook Friends or Twitter Followers. Additional Entries must be received by 4:00 PM (PDT) on August 1, 2013 to be eligible for the Sweepstakes. Limit one (1) Additional Entry per person/email address for the entire Sweepstakes Period.

Sweepstakes begins on July 22, 2013 12:01 AM Pacific Daylight Time (PDT) and ends on August 1, 2013. Entries must be electronically submitted and received by 4:00 PM Pacific Daylight Time (PDT) August 1, 2013.

Sponsor, Administrator, Facebook, Inc., Twitter, Inc., and the Sweepstakes Entities are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the sweepstakes, Administrator reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the sweepstakes. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any Web-site, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials from this sweepstakes. In the event of a dispute over an electronic entry, prize will be awarded to the owner of the e-mail account, not the name on the entry form.

All entries submitted are the property of the Administrator and will not be returned or acknowledged.

Participants must provide a valid e-mail and/or mailing address. It is the sole responsibility of the entrant to notify the Sweepstakes Administrator in writing if the entrant changes his/her e-mail and or mailing address. (To do so write to: "ABC7 Smart Car Giveaway" 900 Front St., San Francisco, CA 94111) In case of dispute as to identity of a winner who entered online, winner will be deemed to be the person who is the registered user of the e-mail address submitted in the winning entry.

IV. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED

One (1) Grand Prize Winner will be selected in a random drawing to be held on or about August 1 from all eligible entries received.

Entry in this Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes.

Winner will be notified by phone and/or e-mail.

Drawing will be conducted by Administrator. By participating, entrants agree to the Official Rules and the decisions of the Administrator, which shall be final and binding in all respects.

Conduct of the Sweepstakes and the drawing are under the supervision of the Administrator. Odds of winning depend on number of valid entries received. Final determination of winner is always conditional on verification of eligibility and compliance with all rules and procedures. Potential winner will be notified by using the contact information provided at the time of entry. Sponsor and Administrator shall have no liability for any potential prize winning notification that is lost, intercepted or not received by any potential winner for any reason. If a potential winner cannot be reached within forty-eight (48) hours of notification of winning or if he/she is found to be ineligible, or if he/she cannot or does not comply with these Official Rules, winner will be disqualified and an alternate winner may be selected. Prize not claimed with 14 days will be forfeited. To claim prize winner must: (a) provide proof of winner's age, residency, and legal status; (b) sign and return eligibility, publicity, liability, rules compliance and any other releases requested by Sponsor; (c) must have a valid state drivers' license; and (d) provide proof of insurance all within time period specified by station.

To claim prize (a) winner must provide proof of age, identity, and residency, (b) winner must sign and return affidavit of eligibility/compliance with rules, publicity/liability release and indemnification

Winner will be announced the following morning on ABC7 in the Morning Newscasts on or about August 2 and abc7news.com, [facebook.com/abc7news](https://www.facebook.com/abc7news) and twitter.com/abc7newsBayArea on or about the day they are announced on-air. The possibility exists that the entrant announced on-air as the Grand Prize Winner for the ABC7 Smart Car Giveaway may later be disqualified as a result of non-compliance with these Official Rules in which case an alternate winner may be selected at the sole discretion of Sponsor.

V. PRIZE

GRAND PRIZE: One (1) Grand Prize winner will receive a three (3) year lease on a 2013 Smart Pure Coupe (36-month closed end lease available on approval of credit through Mercedes Benz Financial).

ARV of Grand Prize: The approximate retail value of the three (3) year lease is **\$5,447.00** USD.

NOTE:

Some restrictions apply. Grand Prize Winner must be a licensed driver 21 years of age or older and must have automobile insurance prior to receiving the prize. Grand Prize Winner will be required to successfully complete and pass a credit application to

process the Lease paperwork and any other documentation or screening required by Smart Center San Francisco and/or Mercedes-Benz Financial. Certain restrictions apply and the Grand Prize Winner may not qualify for the Lease, in which case if winner does not meet credit qualifications within seventy-two (72) hours of initial start of verification process, Sponsor may declare the prize forfeited and select an alternate winner from among all remaining eligible entries. The Lease is subject to all terms and conditions of lease agreement of the designated dealership, including without limitation, returning the vehicle in "good" condition (as determined by the Lessor) and with no more than 30,000 miles.

The Sponsor will not provide and specifically disclaims any warranties other than the standard written new vehicle limited warranty provided with the vehicle. The Sponsor reserves the right to substitute a Prize of the same approximate retail value. Grand Prize Winner will be responsible for maintaining all insurance coverage required under the lease and under applicable laws, and shall be responsible for any other taxes, including income taxes, of any, costs, expenses, license, title and registration fees, CA tire fees, doc fees, liabilities and/or claims under the Lease, without limitation, excessive miles at \$0.25/mile (or applicable mileage rate at time of vehicle turn-in) over 30,000 miles, wear and tear, maintenance and/or damage to the Lease vehicle. Federal, state and local taxes are the sole responsibility of the winner, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more.

Lease vehicle will be leased and delivered only by SMART CENTER OF SAN FRANCISCO. The Grand Prize Winner will be responsible for picking up the prize at SMART CENTER SAN FRANCISCO (500 8th St, San Francisco, CA 94103) and complying with all conditions and requirements of the dealership for entering a vehicle lease, after winner notification and all prize release forms are completed and returned to ABC7 KGO-TV. Grand Prize Winner must take delivery of the lease vehicle at the dealership by the date designated by SMART CENTER OF SAN FRANCISCO. Any travel or transportation costs associated with winning of the leased vehicle will be responsibility of Grand Prize Winner. The Grand Prize Winner must personally retrieve the lease vehicle within thirty (30) days of written notification of delivery and must present adequate personal identification and evidence of legally required insurance (or an alternate Winner shall be selected and the original Winner's rights to the lease vehicle shall be automatically forfeited). Any automobile storage costs resulting from the Winner's inability to collect Prize in the time noted is the sole responsibility of the Winner. Releasees shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury or death in connection with the acceptance, misuse or use of the lease vehicle provided pursuant to the Sweepstakes and/or any person's participation in the Sweepstakes. SMART CENTER OF SAN FRANCISCO shall be solely responsible for any express written limited warranties specifically set forth in the applicable Owner's Guide for the lease vehicle. Prize vehicle will be a base model. Color and features of prize vehicle are at the sole discretion of Sponsor. The depiction of the lease vehicle shown or described in any promotional materials may not reflect the actual vehicle delivered to Grand Prize Winner. No substitutions, cash redemption or transfer of prize permitted. All details of Prize not specified herein shall be determined solely by Sponsor. Prize is subject to availability. Sponsor shall not be responsible for delays in delivery of prize vehicle, and delivery is subject to availability. Sponsor, however, shall use all reasonable efforts, subject to availability, to deliver the vehicle within a timely manner.

To claim prize winner must: (a) provide proof of winner's age, residency, and legal status; (b) sign and return eligibility, publicity, liability, rules compliance and any other releases requested by Sponsor; (c) must have a valid state drivers' license; and (d) provide proof of insurance.

VI. RELEASES

By participating, entrants agree to be bound by these official rules and the decisions of the Sponsor and the sweepstakes Administrator, which shall be final in all respects.

By participating in this sweepstakes and accepting any prize that they may win, entrants agree to release SMART CENTER SAN FRANCISCO, Facebook, Inc., Twitter Inc., KGO Television, Inc., their respective parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this sweepstakes and/or acceptance or use of the prize.

Entrants authorize the Released Parties to use their name, voice, likeness, biographical data, city and state of residence, entry materials and any materials collected by Administrator as part of awarding the prize in programming or promotional material, in any media now known or hereafter created or conceived, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Administrator is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Administrator's sole discretion, without further obligation or compensation.

To claim prize, (a) winner must provide proof of age, identity and residency, and (b) winner must sign and return affidavit of eligibility/compliance with rules, publicity/liability release and indemnification, all within the time period specified by Administrator.

VII. MISCELLANEOUS; WINNERS' LIST

Void where prohibited. All federal, state and local laws and regulations apply.

Administrator reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify and/or suspend the sweepstakes in the event of tampering or other circumstances, including but not limited to acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the contest as originally planned.

For the names of the prizewinners, send a self-addressed, stamped envelope to "ABC7 Smart Car Giveaway" Winners, 900 Front St., San Francisco, CA 94111 by September 2, 2013.