

I-15 Express Lanes Refer-A-Friend Promotion – No Purchase Necessary

TERMS AND CONDITIONS

These rules govern the I-15 Express Lanes Refer-A-Friend Promotion (the “Promotion”) being conducted by San Diego Association of Governments (SANDAG) beginning on January 1, 2017 and ending on December 31, 2017 at 11:59 p.m. PT.

1. HOW TO PARTICIPATE

To participate in the Promotion, you must be an existing I-15 Express Lanes *FasTrak* customer with an account in good standing. When existing I-15 Express Lanes customers Refer-A-Friend and a new I-15 Express Lanes *FasTrak* account is opened using the existing customer’s referral code, the new customer (referred friend) will receive \$10 in Refer-A-Friend toll credits when their account is opened, and the existing customer (referrer) will also receive \$10 in Refer-A-Friend toll credits after the new customer’s (referred friend’s) account has been open and in good standing for ninety (90) days. The promotion is good for new I-15 Express Lanes accounts only and cannot be applied for customers who close an account and then re-open an account within twelve (12) months.

Existing I-15 Express Lanes customers (referrers) will receive an email with a unique referral code that must be used by the incoming new customer (referred friend) when opening a new account. Customers also can contact the Customer Service Center to retrieve their referral code from a Customer Service Representative. Within thirty (30) days of opening a new I-15 Express Lanes *FasTrak* account, the new customer will become eligible to participate in the Refer-A-Friend promotion with their own referral code.

2. ELIGIBILITY RESTRICTIONS

The Promotion is open to all persons who are 18 years of age or older and have a valid I-15 Express Lanes *FasTrak* account in good standing. Employees of SANDAG, the members of their immediate families (spouse, parent, sibling, or child) and those living in the same household of each (whether related or not), are ineligible to participate. This Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

Participants are required to provide truthful information and SANDAG reserves the right to reject and delete any account that it discovers to be false or fraudulent. SANDAG will disqualify any individuals who do not meet the eligibility requirements. SANDAG also will disqualify any account that has been opened by a person under the age of 18 or proven to not be in compliance with the *FasTrak* Agreement Terms and Conditions.

3. PROMOTIONAL AWARD

One \$10 promotional toll credit (\$10 value) will be awarded to each new customer (referred friend) when they use a referral code to open a new I-15 Express Lanes *FasTrak* account. One \$10 promotional toll credit (\$10 value) will be awarded to the existing customer (referrer) within thirty (30) days of when the new customer’s (referred friend) I-15 Express Lanes *FasTrak* account has been open and in good standing for ninety (90) days. There is no limit to the number of \$10 referral credits an existing customer can earn; a \$10 toll credit will be applied

for each new account opened using the existing customer's unique referral code, after the new account is open and in good standing for ninety (90) days. New customers may only provide one existing customer's unique referral code during the process of opening a new account.

The Approximate Retail Value ("ARV") of the \$10 toll credit is ten dollars (\$10). The \$10 Refer-A-Friend free toll credits will be credited toward the total valid I-15 Express Lanes *FasTrak* account and not per transponder on the account. The Promotional award consists of \$10 in free tolls valid for use only on I-15 Express Lanes. Toll credits are not transferable. Each promotional toll recipient will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the Promotional award.

The Refer-A-Friend toll credits are good only for travel on the I-15 Express Lanes; only for transactions made with a valid I-15 Express Lanes transponder and also can be applied towards any fees relating to the Monthly Minimum Toll Policy.

Promotion may be combined with other I-15 Express Lanes promotions. Where a conflict exists between promotions, I-15 Express Lanes reserves the right to determine which promotion will apply. I-15 Express Lanes reserves the right to modify, suspend, cancel or extend any promotion at any time without prior notice. I-15 Express Lanes also reserves the right to change, add, delete or alter in any way the official Promotion details and restrictions at any time during any promotion, without prior notice.

4. CONDITIONS

Decisions made by SANDAG management with respect to the Promotion are final.

The Promotion is governed by and subject to the laws of California and the United States. All federal, state, and local laws and regulations apply. Void where prohibited by law. Promotional award recipients will pay all applicable taxes and fees.

By participating in the Promotion, the award recipient agrees to have their name, voice, and likeness used by SANDAG in any advertising or broadcasting material including, but not limited to, social media relating to the Promotion without additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the Promotion. Prior to release of the award to the winner, SANDAG, in its sole discretion, may require the recipient (and any travel companion(s) or guest(s)) to sign a liability release, agreeing to release and hold harmless SANDAG, its officers and employees, member agencies, directors, agents and representatives and all of their successors and assigns from and against any and all claims or liability arising directly or indirectly from the Promotion and participation in the Promotion.

Prior to crediting the Promotional award to customer accounts, SANDAG, in its sole discretion, may require Promotional award recipient (and any travel companion(s) or guest(s)) to sign a liability release, agreeing to release and hold harmless SANDAG, its officers and employees, member agencies, directors, agents and representatives and all of their successors and assigns from and against any and all claims or liability arising directly or indirectly from the Promotional award and participation in the Promotion. Failure to comply may result in a finding of non-compliance with the Terms and Conditions of the Promotion.

If for any reason this Promotion cannot be executed as planned, including, but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of SANDAG that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, SANDAG reserves the right to cancel, terminate or modify the Promotion. If the Promotion is terminated before the original end date, those participating in the Promotion prior to the termination will still be eligible to receive the Promotional award.

SANDAG, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of *FasTrak*, SANDAG, I-15 Express Lanes, or the websites. Failure to comply with the rules of the Promotion may result in a contestant's disqualification and/or forfeiture of any prize. If SANDAG makes a good faith determination that cheating or fraudulent activity has occurred in connection with the Promotion, SANDAG reserves the right to disqualify that customer from winning future Promotions and to prosecute and seek damages to the fullest extent permitted by law.

SANDAG reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of an award of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of SANDAG, any competition or award-related event or travel is delayed, rescheduled, postponed or cancelled, SANDAG reserves the right, but not the obligation, to cancel or modify the Promotion and shall not be required to award a substitute award.

SANDAG is not responsible for typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a Promotional award.

6. PRIVACY

By use of the SANDAG or *FasTrak* affiliated websites or by signing up for a *FasTrak* account through the I-15 Express Lanes website, you agree to the website's Terms of Use Agreement located at sandag.org, 511sd.com, and SBXthe125.com and to the use of your personal information as described in the Privacy Policy located at sandag.org, 511sd.com, and SBXthe125.com.

Presented by: Promotion is presented by SANDAG, 401 B Street, Suite 800, San Diego, CA 92101. Questions should be directed to Ambar Garcia, Customer Service Supervisor at (888) 889-1515 or agarcia@sdfastrak.org.

Please reference "Refer-A-Friend Promotion" in your email subject line.

Si desea obtener información en español por favor comuníquese al (619) 699-1950 o pio@sandag.org.

Rev. 12/16