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## SpotHero Conditional Rebate Offer (Temperature) (“Conditional Rebate Offer”)

### Official Rules / Terms & Conditions

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**THIS CONDITIONAL REBATE OFFER IS VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW. THIS CONDITIONAL REBATE OFFER IS VALID ONLY TO QUALIFYING CUSTOMERS (AS DEFINED BELOW), AND SHALL ONLY BE AWARDED TO QUALIFYING CUSTOMERS IN THE EVENT OF THE CONDITIONAL REBATE ACTIVATION REQUIREMENTS BEING SUCCESSFULLY ACHIEVED PER REQUIREMENTS BELOW.**

#### **1. Conditional Rebate Offer Sales Qualification Period**

Up to 100 Qualifying Customers (as defined below) will either (a) automatically qualify for this Conditional Rebate Offer by making a Qualifying Purchase (as defined below) before 12:00 pm CST on December 18, 2016 (the “Automatic Qualification Period”) or (b) qualify for this Conditional Rebate Offer by submitting a write-in entry in a postcard or card (each, a “Write-In Entry Form”) that is no smaller than 3 ½ x 5 inches and no larger than 4 ¼ x 6 inches, and includes, in legible handwriting, such person’s complete name, mailing address, phone number and date of birth to SpotHero, Inc. (“SpotHero”), with proper postage to SpotHero, Inc., SpotHero Conditional Rebate Offer (Temperature), 325 West Huron Street, Suite 806, Chicago, Illinois 60654. All Write-In Entry Forms must be postmarked by December 20, 2016 and received by SpotHero no later than December 22, 2016 (the “Write-In Qualification Period”, and together with the Automatic Qualification Period, the “Qualification Periods”). There is a limit of one write-in entry per envelope/postcard, and each Qualifying Customer may only qualify once for this Conditional Rebate Offer. Duplicate entries will be deemed void. Write-In Entry Forms must contain all entry fields outlined above; otherwise, they are void and will not be eligible for this Conditional Rebate Offer. The Conditional Rebate Offer will be governed by Illinois law, is subject to all applicable federal, state and local laws and regulations and is void outside of Illinois and Indiana, and wherever prohibited or restricted by law.

The maximum number of Qualifying Customers will be limited to the first 100 Qualifying Customers, which such amount will be determined by SpotHero based on the order in which SpotHero receives each such Qualifying Customer’s qualifying entry prior to the end of the applicable Qualification Periods and in accordance with the terms hereof. Any entries received after the end of the applicable Qualification Periods will NOT be eligible to receive an award in connection with this Conditional Rebate Offer.

#### **2. Who May Participate**

The Conditional Rebate Offer is open only to legal residents of Illinois and Indiana, who are 18 years of age or older as of date of qualification. Employees of SpotHero, its affiliates, its advertising and promotional agencies involved in the Conditional Rebate Offer and their respective family members are not eligible to enter or participate in or receive the Conditional Rebate Offer.

#### **3. How to Participate – Qualifying Customers and Qualifying Purchases**

To become a “Qualifying Customer”, a customer must make a Qualifying Purchase (as defined below) during the Automatic Qualification Period or submit a Write-In Entry Form during the Write-In Qualification Period, and in all cases shall not otherwise be prohibited from participating in this Conditional Rebate Offer. A “Qualifying Purchase” is the non-cancellable, non-returnable, paid-in-full reservation, through SpotHero.com or through the SpotHero application, of a parking space at Millennium Park Garage, located at 5 S. Columbus Dr., Chicago, IL 60601 for parking on the day of Sunday, December 18, 2016, purchased and paid in full before 12:00 pm CST on Sunday, December 18, 2016. The total number of Qualifying Customers will be limited to the first 100 entrants, based on the order in which SpotHero receives each such Qualifying Customer’s qualifying entry prior to the end of the applicable Qualification Periods and in accordance with the terms hereof. Any entries received after the end of the applicable Qualification Periods will NOT be eligible to receive an award in connection with this Conditional Rebate Offer.

In the event of a dispute over eligibility of a Qualifying Purchase or a Qualifying Customer, the final decision shall be at the sole discretion of SpotHero. To the extent a Qualifying Customer automatically qualifies for this Conditional Rebate Offer as set forth above, such Qualifying Customer must have made a binding (non-refundable, non-cancellable and non-returnable) Qualifying

Purchase and completed all financial requirements, including payments due at purchase. Except as otherwise provided herein, any non-qualifying purchases or any purchases by non-qualifying customers, will not be eligible and shall be excluded from this Conditional Rebate Offer. There are no cancellations, returns or refunds of Qualifying Purchases during the Qualification Periods.

**IMPORTANT NOTE:** Each Qualifying Customer making a Qualifying Purchase will automatically be qualified for this Conditional Rebate Offer, subject to all the terms and conditions contained herein. In the event the Conditional Rebate Offer activation requirements are met (see Section 4 below), each Qualifying Customer shall be eligible to receive SpotHero credits, in an amount equal to the Credit Amount (defined below) and subject to the limitations herein. In the event the Conditional Rebate Offer activation requirements are not achieved (per Section 4 below), the Qualifying Customers shall NOT receive any Credit Amount or any other award, refund, rebate or compensation of any kind. Recipients of a Credit Amount, if any, are solely responsible for making their own payments to suppliers of credit, if any. Decisions of SpotHero, as the sponsor, are final and binding regarding Qualifying Customers, Qualifying Purchases, eligible purchase amounts, Conditional Rebate Offer activation requirements, and all matters relating to this Conditional Rebate Offer.

#### **4. Conditional Rebate Offer Activation Requirements**

In order for the Conditional Rebate Offer to be activated and the Credit Amount (as defined below) to be awarded to Qualifying Customers, the air temperature measurement displayed for the “South Loop” Station on WeatherUnderground, at [www.wunderground.com/cgi-bin/findweather/getForecast?query=pws:KILCHICA388](http://www.wunderground.com/cgi-bin/findweather/getForecast?query=pws:KILCHICA388) (the “Official Temperature Measurement Reading”), must show an air temperature reading below zero (0) degrees Fahrenheit (not taking into account any wind chill, “feels like” or other measurements) at 12:00 pm CST on Sunday, December 18, 2016 (the “Measurement Time”), regardless of any timestamps or “as of” times appearing on such website. Only the Official Temperature Measurement Reading shall determine the temperature measurement reading for this rebate offer, regardless of the actual temperature measurement reading at any other location or at any Qualifying Customer’s residence or address.

For the purpose of this Conditional Rebate Offer, the Official Temperature Measurement Reading will NOT be rounded in any manner. For example, if the temperature measurement reading for the “South Loop” Station on WeatherUnderground, at [www.wunderground.com/cgi-bin/findweather/getForecast?query=pws:KILCHICA388](http://www.wunderground.com/cgi-bin/findweather/getForecast?query=pws:KILCHICA388), is -1.9 degrees Fahrenheit, then the final result for the Official Temperature Measurement Reading will be determined as -1 degrees (i.e. the actual result would not be rounded from -1.9 degrees to -2 degrees). (*The tenth of a decimal point will not be considered in determining the results.*)

In the event the air temperature measurement is not displayed on the WeatherUnderground website provided above at the Measurement Time, the following alternate website (“Secondary Weather Measurement”) will be used to determine the temperature measurement at the Measurement Time: <https://weather.com/weather/today//60605>. The Secondary Weather Measurement will only be used in the event the Official Temperature Measurement Reading is not available. If the Official Temperature Measurement Reading IS available per the guidelines set forth above, it will be the only official temperature measurement reading considered, and the Secondary Weather Measurement reading recorded will not be considered for purposes hereof.

#### **5. Conditional Rebate Offer Delivery**

In the event that the Conditional Rebate Offer activation requirements are met as set forth in these Official Rules, each Qualifying Customer will receive in their SpotHero customer account an amount of SpotHero credits equal to the U.S. dollar amount corresponding to the Official Temperature Measurement Reading (“Credit Amount”), which may only be redeemed toward the purchase of eligible services provided by SpotHero on SpotHero.com or through the SpotHero application; provided, that the maximum Credit Amount that will be awarded to a Qualifying Customer will be \$10. For example, if the Official Temperature Measurement Reading is determined to be -2 degrees, then each Qualifying Customer will receive an amount of SpotHero credits equal to \$2.00 (U.S. Dollars), and if the Official Temperature Measurement Reading is determined to be -12 degrees, then each Qualifying Customer will receive an amount of SpotHero credits equal to \$10.00 (U.S. Dollars). Delivery of

the Credit Amount will be made within approximately 1 to 3 weeks after verification and approval that the conditions of these official rules/terms and conditions have been met. To the extent applicable, Qualifying Purchases must be paid in full, and not cancelled or returned prior to a Qualifying Customer being eligible to receive their Credit Amount.

Credit Amount recipient(s), if any, must accept delivery of the Credit Amount from SpotHero through their SpotHero customer account, or as otherwise instructed by SpotHero. If a Qualifying Customer is entitled to a Credit Amount and does not have a SpotHero customer account, such Qualifying Customer will be required to establish a SpotHero customer account to receive the Credit Amount. All other costs related to refund delivery and acceptance are the sole responsibility of each recipient including but not limited to any and all applicable taxes (including local, state and federal income taxes). Conditional rebate award offer is non-transferable. Recipients of the Credit Amount may be required to complete and return any necessary documents upon receipt of the Credit Amount.

**IMPORTANT: In the event the Conditional Rebate Offer activation requirements are not met, then this Conditional Rebate Offer is void, and there will be no rebate, refund, credit or compensation of any kind to any Qualifying Customer.**

## **6. Additional Rules and Restrictions**

By participating in this Conditional Rebate Offer, Qualifying Customers agree to abide by and be bound by these terms and conditions, and the decisions of SpotHero, which shall be final in all matters relating to this offer. In the event a Qualifying Customer is awarded a Credit Amount, and is later found to be in violation of these rules, he/she will be required to forfeit the Credit Amount or to reimburse SpotHero for the stated value. Except where prohibited, by participating in this Conditional Rebate Offer, a Qualifying Customer authorizes the public use by SpotHero of the Qualifying Customer name, hometown, likeness, statements and other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without additional compensation, prize, incentive, consideration, consent or review. Upon request, a Qualifying Customer shall provide to SpotHero written consent to the foregoing. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any Credit Amount. All federal, state, local and other taxes and any other costs and expenses associated with receiving a Credit Amount are the sole responsibility of Qualifying Customers. Qualifying Customers should consult their tax advisors with regard to tax liability.

SpotHero reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Conditional Rebate Offer or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. SpotHero reserves the right to cancel the promotion if any problem corrupts the administration, security or proper operation of the Conditional Rebate Offer. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision.

SpotHero is not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the Conditional Rebate Offers or in the announcement of the rebate winners. By accepting a Credit Amount, Qualifying Customers agree to indemnify and hold harmless SpotHero and any parent, subsidiaries, affiliates and advertising and promotion agencies, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies, and each of the respective officers, directors, shareholders, agents and employees of the aforementioned entities (collectively "Releasees"), from any and all claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this program, or the acceptance, possession or use/misuse of any rebate, or participation in rebate-related activities (including but not limited to travel related thereto), and to assume all liability in connection therewith. As a condition of participating in the Conditional Rebate Offer, each Qualifying Customer agrees as follows: (i) under no circumstances will an entrant be permitted to claim or obtain an award for special, punitive, incidental, consequential or any similar damages; (ii) all causes of action arising out of or connected with the Conditional Rebate Offer or any rebate or credits awarded shall be resolved individually, without resort to any form of class action; and (iii) an entrant shall not be entitled to an award or receive attorneys' fees or other legal costs. By participating in the Conditional Rebate Offer, each Qualifying Customer consent to the jurisdiction and venue of the federal, state and local courts located in Chicago, Illinois.

Releasees shall not be liable to any Qualifying Customer or any other person for failure to supply the rebate offer or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Releasees' sole control. No more than the advertised amount of rebates will be awarded for any reason.

SpotHero reserves the right to modify the procedures in its discretion. SpotHero makes no representations or warranties, written, verbal or implied, with respect to the rebates offered herein.

## **7. List of Winners**

For a copy of these Conditional Rebate Offer Terms & Conditions or a list of rebate recipients, if any, mail a self-addressed, stamped envelope to: SpotHero, Inc., SpotHero Conditional Rebate Offer (Temperature), 325 West Huron Street, Suite 806, Chicago, Illinois 60654. Requests must be received no later than February 28, 2017.

## **8. Miscellaneous**

**PARTICIPATION IN THE CONDITIONAL REBATE OFFER IS RESTRICTED TO QUALIFIED CUSTOMERS (AS DEFINED HEREIN). THE CONDITIONAL REBATE OFFER IS VOID WHERE PROHIBITED. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. THE CONDITIONAL REBATE OFFER AND THESE OFFICIAL RULES SHALL NOT BE PUBLISHED OR SHARED WITHOUT THE WRITTEN PERMISSION OF SPOTHERO.**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THE CONDITIONAL REBATE OFFER.**

**BUYING WILL NOT HELP YOU WIN. YOUR CHANCES OF WINNING WITHOUT MAKING A PURCHASE ARE THE SAME AS THE CHANCES OF SOMEONE WHO PURCHASES NOTHING. IT IS ILLEGAL TO GIVE ANY ADVANTAGE TO BUYERS IN A SWEEPSTAKES.**

This Conditional Rebate Offer is sponsored by SpotHero, Inc., having a principal place of business at 325 West Huron Street, Suite 806, Chicago, Illinois 60654. The maximum retail value of the Credit Amount to be awarded to a Qualifying Customer is \$10 (assuming that the maximum amount of credits are awarded to such Qualified Customer), and if all Credit Amount are awarded to all Qualifying Customers, the maximum retail value of all Credit Amounts will be \$1,000. Odds of receiving the Credit Amount depends upon the number of Qualified Entrants received. Not all Credit Amounts may be awarded. See the Official Rules posted at [www.spothero.com](http://www.spothero.com) or available upon request from a SpotHero employee for important restrictions on receipt of credits and limitations on eligibility.