

Short Form of Rules (fine print):

NO PURCHASE NECESSARY. Open to residents of Ontario, 18 years and older, who have an Uber user account in good standing. 1 prize is available worth approximately \$312. A mathematical skill-testing question must be correctly answered to win. The odds of winning depend on the number of entries received. The contest begins at 11 a.m. on July 15, 2016 and ends at 11 p.m. on July 15, 2016 (EST). Ice cream required for one method of entry is can only be ordered and received before 3 p.m. Full rules available at: [url]

Full rules:

**“#UBERICECREAM ONTARIO 2016” CONTEST
Official Contest Rules**

BY ENTERING THIS CONTEST DURING THE CONTEST PERIOD, YOU AGREE TO THESE RULES, WHICH ARE A CONTRACT. READ CAREFULLY BEFORE ENTERING. THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE CONTEST ENTITIES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

ODDS OF WINNING DEPEND ON THE NUMBER OF ENTRIES RECEIVED.

TO ENTER, YOU MUST BE A CURRENT UBER USER WITH AN UBER USER ACCOUNT IN GOOD STANDING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Uber B.V. (“**Uber**”) is offering the “#UBERICECREAM ONTARIO 2016” Contest (the “**Contest**”). The Contest is subject to these official rules (the “**Official Rules**”), and by entering, entrant (“**Entrant**”) agrees to be bound by them and the decisions of Uber, which are final and binding in all respects.

Eligibility: The Contest is open to individuals who (a) have an Uber user account in good standing; and (b) are legal residents of Ontario who are 18 years of age or older at the time of entry. VOID WHERE PROHIBITED.

Employees, officers, driver-partners, representatives, mandatorys, domiciliaries, and immediate family members (parents, spouses, siblings, children, grandparents, step-parents, step-children and step-siblings, and their respective spouses, and those living in the same household, whether or not related) of Uber and its affiliated companies, parent companies, subsidiaries, participating promotional partners, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfillment of the Contest (the “**Contest Entities**”), which for greater certainty includes the entities themselves and jury members, are not eligible. Unilever Canada Inc. is providing the prize for this contest.

Prize: 1 prize is available to be won. The prize consists of 52 vouchers, each for a box of 3-pack ice cream bars. This is the total prize, notwithstanding any reference in promotional materials to “a year of ice cream” or similar.

Contest Period: The contest begins at 11 a.m. on July 15, 2016 and ends at 11 p.m. on July 15, 2016 (EST) (the “**Contest Period**”). However, the ice cream required for one method of entry can only be ordered by 3 p.m.

How To Enter: NO PURCHASE NECESSARY.

There are two methods of entry.

1. To be automatically entered in the contest:
 - a. select the Ice Cream option in the Uber user app or the UberEATS app in Ontario, then order **and receive** ice cream through the app in Ontario; and
 - b. post a picture of yourself enjoying the ice cream to Facebook, Instagram, or Twitter using **both** the hashtags #ubericecream **and** #onesweetdayYou will only receive one entry even if you receive more than one order during the Contest Period or post more than once. Only the requesting user is hereby entered.
2. To participate without purchase, send an email to “ubericecreamcontest@gmail.com” from the email address linked to your Uber user account, with your name, address, phone number linked to your Uber user account, and a digital photo of a location in Ontario.

Maximum of 1 entry per person regardless of method of entry.

The odds of winning depend on the number of entries received.

Selection of Potential Winners: Uber will select “potential Winners” of the contest by random draw among eligible entries on or about July 19, 2016 at 3 p.m. (EST). “Random draw” refers to any method of random selection among the eligible entries and does not necessarily involve a physical drawing.

Skill-testing Question: Before a potential Winner is confirmed as a Winner, the potential Winner must correctly answer a mathematical skill-testing question within a limited time and without assistance, including a calculator or other mechanical assistance, or the assistance of another person. Failure to correctly answer a skill-testing question means that the potential Winner forfeits the Prize.

If you become a potential Winner of the Contest, you will be presented with the skill-testing question referred to above in person, by email, or by telephone. If you correctly answer the skill-testing question as required (and satisfy all other requirements) you will become a Winner. Winners will be advised by email or in person.

Forfeiture and Disqualification: Entries that are corrupted, false, deceptive, or otherwise not in compliance with these Official Rules may be disqualified from the Contest at Uber’s sole and absolute discretion.

Entries submitted by persons who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void and will be disqualified. The use of any scripts, computer programs, robotic repetitive, macro, automatic, programmed or similar automated entry methods or agents to submit entries will void all entries submitted by that person or that person’s agents.

If, for any reason, a potential Winner forfeits a Prize or their entry is disqualified, if time allows, the prize may again be won by a potential Winner, or might not be awarded in this Contest, at Uber’s sole discretion.

Liability Release and Indemnity: By entering the Contest, Entrant (and their guest, if applicable) agrees that Uber, any other Contest Entities, and each of their respective parents, subsidiaries, affiliated companies, employees, officers, directors, shareholders, agents, retailers, distributors and representatives are indemnified, released and will be held harmless by Entrant from any and all liability, for any damages, injuries or losses of any kind to person(s), including death, or property, arising directly or indirectly from the acceptance,

possession, misuse or use of a Prize. A Prize is offered and provided “as is” with no warranty or guarantee either express or implied.

A potential Winner is not official and will not be confirmed as a Winner until they (and their guest, if applicable) complete, sign, and return the documentation required by Uber, including a sworn statement of eligibility, a release of liability, a media release (except where prohibited), and the Winner’s eligibility is verified. If a potential Winner (and their guest, if applicable) does not complete all the forms, the potential Winner will be disqualified and forfeit the Prize, and all usual privileges of a Winner will be waived. If time permits, the Prize may be won by another potential Winner, or may not be awarded in this Contest, at Uber’s sole discretion.

Entrants (and their guest, if applicable) agree to indemnify and hold harmless the Contest Entities from any and all liability arising out of or relating in any way to Entrant’s (and their guest, if applicable) participation in the Contest and to release all rights to bring any claim, action or proceeding against the Contest Entities arising out of participation in the Contest, use of the Contest website(s), or receipt or use of a Prize, including but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) driver errors; (e) errors in the administration of the Contest or the processing of entries; or (f) injury or damage to persons or property (including to any computer systems resulting from participation in or accessing or downloading information in connection with the Contest), which may be caused, directly or indirectly, in whole or in part, from Entrant’s (and their guest, if applicable) participation in the Contest or receipt, use or misuse of any prize (including, without limitation, any travel taken by Entrant (and their guest, if applicable) in connection with a Prize). Entrants (and their guest, if applicable) assume all liability for an injury or damage caused, or claim to be caused, by participation in the Contest, the use of the Contest website(s), or the acceptance, receipt, or use of any prize or prize component. Entrants (and their guest, if applicable) further agree that in any cause of action, the Contest Entities’ liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Contest Entities be liable for costs or counsel’s fees.

The Contest Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Contest, or by any human, mechanical or electronic error that may occur in the processing of the entries in the Contest, or other errors appearing within the Official Rules or in the Contest related advertisements. The Contest Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of the Contest, errors in processing entries, identifying the Winners, in the announcement of a Prize and Winners, the delivery of a Prize, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any website including uber.com, or any combination thereof, including, without limitation, any injury or damage to Entrant’s or any other person’s computer system/software related to or resulting from participation in, uploading any materials or downloading any materials in the Contest. Uber reserves the right in its sole discretion to disqualify any person it suspects or finds (i) to have tampered with the entry process or the operation of the Contest; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Winners or the Contest Entities into disrepute; (iv) to have provided inaccurate information on any legal documents submitted in connection with the Contest; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER’S DISQUALIFICATION AS A WINNER OF THE CONTEST.

Grant of Rights. By entering, Entrant (and their guest, if applicable) irrevocably consents to the use of their

name, image, photograph, likeness, biographical information, and any video footage related to a Prize, for the Contest Entities' advertising, promotional or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation, unless prohibited by law.

General Terms. By entering the Contest, entrants (and their guest, if applicable): (a) agree to be bound by the Official Rules and by the interpretation by Uber of the Official Rules and by the decisions of Uber, which are final and binding in all respects; (b) acknowledge compliance with these Official Rules; (c) agree to comply with any and all applicable federal, provincial, and municipal laws and regulations; and (d) agree to release and hold harmless the Contest Entities from and against any claims, injury, or damages arising out of or relating to participation in the Contest and/or the use, misuse or redemption of a Prize, and for any claim including claims based upon defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Contest, the Prize, or Uber's advertising and marketing related to the Contest, Entrants or a person who wins a Prize. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

The Contest Entities are not responsible if the Contest cannot take place, or if a Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of the Contest Entities. If, for any reason, the Contest is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Contest Entities, which, in Uber's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest, Uber reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Contest or any part of the Contest. If the Contest or any part of the Contest is terminated or modified prior to the closing date of the Contest, notice will be posted online. Uber reserves the right to modify and amend these Official Rules from time to time during the Contest for clarification purposes.

All federal, provincial, and municipal tax liability, and any other costs and expenses associated with acceptance or use of a Prize are solely the Winner's responsibility (regardless of whether the Prize, in whole or in part, is used).

If for any reason a Prize is unavailable or the granting of the Prize is delayed, cancelled or postponed, or for any other reason, Uber reserves the right to modify the Contest in its sole discretion and award a substitute prize, or portion of prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by a Winner. The Contest Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize. All costs and expenses not specifically listed above as part of the Prize are solely Winner's responsibility. The Prize is provided "as is". Entrants acknowledge that the Contest Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize, including any implied warranty of merchantability of fitness for a particular purpose.

Uber reserves the right to select an alternate Winner in the event that any potential Winner fails to comply with these Official Rules.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Uber's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive

any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in the Contest-related materials, privacy policy or terms of use on a website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Uber's sole and absolute discretion.

Privacy: All information submitted by entrants and collected by Uber in connection with entrant's entry will be subject to and will be treated in a manner consistent with Uber's web site Terms and Conditions accessible at <https://www.uber.com/legal/terms> and Uber's User Privacy Policy available at <https://www.uber.com/legal/privacy>. By participating in the Contest, Entrants hereby agree that Uber may collect and use their personal information submitted with the entry, and acknowledge that they have read and accepted the Uber User Privacy Policy.

Limitations: Except where prohibited by law, entrant agrees that ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE CONTEST OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, and any award or judgment shall be subject to all limitations and releases set forth in these Official Rules and be limited to actual out of pocket damages, and shall not, in any event, include any punitive, exemplary, consequential or incidental damages, counsel fees or costs of bringing a claim, or any injunctive or other equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

Governing Law: All federal, provincial, and municipal laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of an entrant and Uber in connection with the Contest, shall be governed by, and construed in accordance with Ontario law without giving effect to any choice of law or conflict of laws rules (whether of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Ontario.

Sponsored and Administered by: This Contest is sponsored and administered by Uber BV, Vijzelstraat 68, 1017 HL Amsterdam, The Netherlands.

Social Media Terms: This Contest is in no way sponsored, endorsed, administered by or associated with Facebook, Instagram or Twitter in any way. Entrant agrees to release Facebook, Instagram and/or Twitter of any and all liability related to this Contest.