

## Terms & Conditions

### **The Boost Program Terms of Service**

Last updated Date of these Terms and Conditions is December 21, 2018.

**These terms of service constitute a legally binding agreement (the “Agreement”) between an existing or new user of the Lyft ridesharing service (“you”, or “your”) and Lyft, Inc. (“Lyft,” “Company,” “we,” “us” or “our”) governing your redemption of promotional offers made available through The Boost Program, whether through the [boostbylyft.com](http://boostbylyft.com) website, or through the Lyft mobile application (collectively the “Program”), both owned and operated by Lyft (the “Terms”). Your general usage of the Lyft mobile application (“Lyft App”) is governed by the terms of service found here <https://www.lyft.com/terms> (“App Terms of Service”), the Program terms of Service supplement the App Terms of Service and to the extent there is (1) silence on an issue, or (2) a conflict between the App Terms of Service and the Program Terms of Service, the Lyft App terms control.**

By entering into to this Agreement, and/or by using or accessing the Program , or using any of the Program features, Customer Exclusives, prizes or rewards, you expressly acknowledge that you understand this Agreement and accept all of its terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE PROGRAM. If you use the services of Lyft or its affiliates in another country, by using the Program in that country you agree to be subject to Lyft’s terms of service for that country.

In some instances, both these Terms and a separate document that provides additional conditions may apply to a feature offered via the Program ("Additional Terms"). Additional Terms may include, without limitation, Lyft’s Privacy Policy (<https://www.lyft.com/privacy>), Official Rules (defined below) and/or promotional terms applicable to Promotions related to the Program. To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Please also review Lyft’s Privacy Policy for this App.

### **The Boost Program**

The Program offers provides a marketplace where persons who seek transportation to certain destinations (“Users”) can take advantage of promotional programs offered by participating third-party partners (“Promotion Partners”) in or around their designated region when using the Lyft service for transportation to the Promotion Partners to take advantage of special offers. To participate in the Program, a User must (1) select a Promotion Partner’s offer on the Program website, (2) redeem the Promotion Partner’s promotional code within the Lyft App, (3) take a Lyft ride to that Promotion Partner, (4) show the code to the Promotion Partner in person (steps (2) and (3) comprise a “Boost Ride”). If a User completes three Boost Rides in one calendar week (Sunday to Saturday), the User will be entered into a weekly sweepstakes for an opportunity to win a prize. Further details about the weekly Boost sweepstakes can be found [here](#).

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### **Modification to this Agreement**

In the event Lyft modifies the terms and conditions of this Agreement, such modifications shall be binding on you only upon your acceptance of the modified Agreement. Lyft reserves the right to modify any information or terms referenced in the hyperlinks from this Agreement, displayed on The Boost Program website, or the Lyft App, from time to time. Such modifications shall become effective upon posting. Continued use of the Program after any such changes shall constitute your consent to such changes.

### **Eligibility**

The Program may only be used by individuals who can form legally binding contracts under applicable law. The Program is not available to children (persons under the age of 18) or Users who have had their User account temporarily or permanently deactivated. By becoming a User, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement. You may not allow other persons to use your User account, and you agree that you are the sole authorized user of your account.

### **Electronic Communications**

By entering into this Agreement or using the App, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Lyft, its affiliated companies, Promotion Partners and/or Drivers, may include but are not limited to: notifications regarding the promotions run by us or our Promotion Partners, The Boost Program in general, operational communications concerning your User account or use of the Lyft App. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

### **Ownership of Materials**

Unless otherwise explicitly specified, all materials that are included in, made available through or are otherwise a part of the Program (collectively, the "Materials") are owned, controlled or licensed by Company, its subsidiaries, affiliates, promotional partners or suppliers and are protected from unauthorized use, copying and dissemination by copyright, trademark, patent, publicity and other laws, rules, and regulations.

The Materials may not be copied, reproduced, downloaded or distributed in any way, in whole or in part, without the express permission of Company, unless and except as is expressly provided in these Terms. Any unauthorized use of the Materials is prohibited.

### **Your Limited Right to use Materials**

Subject to your strict compliance with these Terms, and only with respect to Materials available on or through the Program or Lyft App, Lyft grants you a limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferable license to download, view and/or play the Materials on device(s) that you own or control for your personal, non-commercial use only. You agree that: (a) you will not use this site for any unlawful purpose, (b) you will keep intact all copyright and other proprietary notices contained in the original

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Materials or any copy you may make of the Materials; (c) you will not use the Materials in a manner that suggests an association with any of our products, services or brands; (d) you will make no modifications to the Materials; (e) you will not allow or aid or abet any third party to (whether or not for your benefit): (i) copy or adapt the object code of the App's software, HTML, JavaScript or other code; or (ii) reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code, software or other products or processes accessible through the theboostprogram.com, or Lyft App; and (f) you will not insert any code or product to manipulate the Materials in any way that affects any user's experience.

You also agree that you will not (or aid or abet any third party to): (a) use any robot, spider, rover, scraper or any other data mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy or distribute the Materials (except as may be a result of standard search engine or Internet browser usage); (b) modify, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third-party website, or otherwise use the Materials in any way except as specifically permitted by these Terms or otherwise in writing by Lyft; or (c) provide access to the Program, the Lyft App, or Materials via any medium without the prior written consent of an authorized representative of Lyft.

### **OFFERS, SWEEPSTAKES, CONTESTS AND OTHER PROMOTIONS**

Any promotional Customer Exclusives, giveaways, sweepstakes, contests or other promotions (any, a "Promotion") that may be offered via the Program may also be governed by a separate set of Additional Terms and by Official Sweepstakes Rules ("Official Rules") that may explain, without limitation, eligibility requirements, such as certain age or geographic area restrictions, Promotional usage restrictions, and disclosures about how your personal information may be used or shared. It is your responsibility to read any Additional Terms to determine whether or not you want to and are eligible to participate, register and/or enter, and to determine the applicable terms and conditions of the Promotion. By participating in a Promotion, you will be subject to those Additional Terms, and you agree to comply with and abide by such Additional Terms and the decisions of Lyft and its representative or the applicable Promotion Partner of the Promotion.

As part of some Promotions, you may receive Promotion Partner offers, discounts, coupons or similar offers or premiums. Promotions that you have received are non-transferrable. Customer Exclusives may include expiration dates after which time such Customer Exclusive may no longer be available for redemption.

You may be asked to provide additional information, including personal information, in order to receive prizes or giveaways. By providing such information, you acknowledge and agree any information provided may be used by Lyft or its approved vendors or Promotion Partners for marketing and prize and Customer Exclusive fulfillment purposes.

### **Third Party Applications**

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You may choose, at your sole and absolute discretion and risk, to use applications that connect the Program or the Lyft App with a third party site (each, a “Third Party Application”) and such Application may interact with, connect to or gather and/or pull information from and to your Lyft App profile. By using such Third Party Applications, you acknowledge and agree to the following: (a) if you use a Third Party Application to share information relating to your Lyft App profile, you are consenting to the information about your account being shared; (b) your use of a Third Party Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if Lyft has not provided such information; and (c) your use of a Third Party Application is at your own option and risk, and you will hold Lyft harmless for the sharing of information relating to your Lyft App profile that results from your use of a Third Party Application. You must read all login boxes and other pop-up boxes closely for notices about sharing your account information with, through or by any other means identified on a Third Party Application. Third Party Application use of your personally identifiable information may be subject to such third party’s privacy policy.

### **Third Party Links and Content**

There may be links from the App or website(s), or communications you receive from the Lyft App or Program to third party sites or properties or the Lyft App or Program may include third party content that we do not control, maintain or endorse. Accessing those third party sites requires you to leave the Lyft App or Program website. In addition, to access the Lyft App or Program website you may be required to use the sites and properties of a third party. We do not control those third party sites or properties or any of the content contained therein and you expressly acknowledge and agree that we are in no way responsible or liable for any of those third party sites or properties, including, without limitation, their content, policies, failures, promotions, products, services, actions and/or any damages, losses, failures or problems caused by, related to or arising from those third parties or their sites. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH OTHERS FOUND ON OR THROUGH THE LYFT APP OR PROGRAM WEBSITE INCLUDING, WITHOUT LIMITATION, THE PAYMENT AND DELIVERY OF PRODUCTS AND SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD PARTY. COMPANY ENCOURAGES YOU TO REVIEW ALL POLICIES, RULES, TERMS AND REGULATIONS, INCLUDING THE PRIVACY POLICIES AND TERMS OF USE OF EACH AND ANY THIRD PARTY SITE THAT YOU VISIT.

### **Regulated Substances**

Any regulated products offered by Program Partners through The Boost Program, such as alcoholic beverages, are sold by a third-party licensed seller who is the seller of record. Lyft, Inc. requires all Program Partners, and third-party sellers, to comply with applicable law, and assumes no liability for the actions of Program Partners, or third-party sellers.

### **YOUR WARRANTIES**

You represent and warrant that: (a) you have the legal right and capacity to enter into these Terms or, if you are a minor (i.e., you are under the age of majority where you reside), your parent or legal guardian has read and agreed to these Terms on your behalf; and (b) you hold

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and will continue to hold all rights necessary to enter into and perform your obligations under these Terms.

Lyft advises you to use the Lyft App with a data plan with unlimited or very high data usage limits, and Lyft shall not be responsible or liable for any fees, costs, or overage charges associated with your use of the Lyft App.

### **OUR DISCLAIMER OF WARRANTIES**

THE APP AND WEBSITE(S), INCLUDING, WITHOUT LIMITATION, THE MATERIALS, ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, COMPANY, ANY PARTY PARTICIPATING IN THE DESIGN, DEVELOPMENT, ADMINISTRATION OR FULFILLMENT OF ANY PROMOTION (ANY PROMOTION PARTNER), AND THEIR RESPECTIVE EMPLOYEES, MANAGERS, MEMBERS, OFFICERS, SHAREHOLDERS, PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, AGENTS, VENDORS AND CONTRACTORS (COLLECTIVELY, THE "COMPANY PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE APP OR WEBSITE(S); (B) THE MATERIALS; (C) THE FUNCTIONS MADE ACCESSIBLE ON OR THROUGH THE APP OR WEBSITE(S); (D) ANY PRODUCTS, SERVICES OR INSTRUCTIONS OFFERED OR REFERENCED AT THE APP OR WEBSITE(S); OR (E) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO OR FROM COMPANY OR VIA THE APP OR WEBSITE(S). IN ADDITION, THE COMPANY PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM VIRUS.

THE COMPANY PARTIES DO NOT REPRESENT OR WARRANT THAT THE APP, WEBSITE(S) OR THE FUNCTIONS CONTAINED THEREIN WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE APP OR WEBSITE(S), OR THE SERVERS THAT MAKE SOME OF THE APP OR WEBSITE(S) AVAILABLE ARE FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE COMPANY PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE APP OR WEBSITE(S) IS ACCURATE, COMPLETE, CORRECT, ADEQUATE, USEFUL, TIMELY OR RELIABLE. YOU ACKNOWLEDGE, BY YOUR USE OF THE APP, THAT YOUR USE IS AT YOUR SOLE RISK. THE COMPANY PARTIES DO NOT WARRANT THAT YOUR USE OF THE APP OR WEBSITE(S) ARE LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE COMPANY PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THESE TERMS. BY ACCESSING OR USING THE APP OR WEBSITE(S), YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE APP OR WEBSITE(S).

### **Release of Liability**

In consideration for being allowed to participate in the Program, you release from liability and waive my right to sue Lyft, including our affiliates, subsidiaries, parents, successors and assigns,

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and each of our respective officers, directors, employees, agents, or shareholders (“Lyft Parties”) from any and all claims, including claims of any Lyft Party’s negligence, resulting in any physical injury, illness (including death) or economic loss you may suffer or which may result from my participation in Program, travel to and from the Program, or any events incidental to your participation in the Program

### **Indemnification**

You will defend, indemnify, and hold Lyft, including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders and Program Partners harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of your use of the Program including: (1) your use of the Program or activities in connection with the Program, Lyft App, website(s) or any Promotion, (2) your breach of this Agreement or the documents it incorporates by reference; (3) your violation of any law or the rights of a third party, including, Drivers, Riders, other motorists, and pedestrians, as a result of your own interaction with such third party; (4) any allegation that any materials that you submit to us or transmit through the Lyft App or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (5) any other activities in connection with the Program. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

You will cooperate as fully required by the Lyft in the defense of any claim. The Company Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of a duly authorized employee of the Company or the applicable Company Party.

### **TERM AND TERMINATION**

Program Partner is ultimately responsible for honoring any Promotion associated with the Program. Company assumes no liability for Program Partner’s refusal to allow you to participate in any Promotion. Program Partner may refuse to allow you to participate in any Promotion in its sole discretion, without notice and liability, including, without limitation, if Promotion Partner believes your conduct fails to conform to these Terms or any Additional Terms. Any violation of these Terms may be referred to law enforcement authorities.

Company also reserves the exclusive right to modify, withdraw, suspend or discontinue, temporarily or permanently, at any time and from time to time, any materials, information or content, without limitation, in whole or in part, including the cessation of all activities associated with the Program, with or without notice. You agree that Company will not be liable to you or to any third party for any modification, suspension or discontinuance of the Program or any part thereof.