OFFICIAL RULES: WIN TICKETS TO SMUIN'S "THE CHRISTMAS BALLET" (the "Sweepstakes")

NO PURCHASE NECESSARY TO ENTER OR WIN. VALID ONLY IN CALIFORNIA. VOID WHERE PROHIBITED. NEED NOT BE PRESENT TO WIN.

1. Entry: To enter, follow the sweepstakes prompt to complete the registration process. Each entrant will need to provide the following information to be entered into the Sweepstakes: email address. Upon sweepstakes entry, entrants will be given the option to subscribe to the *BARTable This Week* email newsletter. By completing and submitting the Sweepstakes registration during the Entry Period, each such entrant will earn one (1) Sweepstakes entry. Limit of one (1) entry per entrant during the Entry Period. Additional entries beyond the specified limit will be void. All information submitted online via the form will be subject to, and treated in a manner consistent with, Sponsor's privacy policy accessible at bart.gov/siteinfo/privacy.aspx.

2. Sponsor of the Sweepstakes is San Francisco Bay Area Rapid Transit District (BART), 2150 Webster St., 10th Floor, Oakland, CA 94612 ("Sponsor").

3. Entry Period: The Sweepstakes begins on Monday, Nov. 2, 2026 at 08:00 AM Pacific Daylight Time ("PDT") and ends on Sunday, Nov. 8, 2026 at 11:59 PM PDT (the "Entry Period"). Sponsor's computer is the official time-keeping device for this Sweepstakes.

4. Eligibility: This Sweepstakes is open only to U.S. legal residents of California who are eighteen (18) years of age or older at the time of entry and have not won a BARTable Sweepstakes in the last ninety (90) days. Employees and agents of Sponsor, their immediate family members and persons residing in the same household of such employees are not eligible to enter or win. "Immediate family members" <shall mean parents, spouses, children, siblings or grandparents and each of their respective spouses, regardless of where they reside. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void outside California and where prohibited or restricted by law, rule or regulation. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

5. Drawing: On or about Monday, Nov. 9, 2026 ("Drawing Date"), ten (10) potential winners will be selected in a random drawing that will be conducted by Sponsor from among all eligible entries received. Entrant need not be present to win.

6. Notification: Potential winner will be notified by email. If potential winner does not respond within twenty-four (24) hours, or if prize notification is returned as undeliverable, prize will be forfeited, and an alternate potential winner will, time permitting, be selected via random drawing from among all remaining eligible entries received. Providing all eligibility requirements are met and potential winner is otherwise in compliance with these Official Rules, potential winner will be declared the official winner of the Sweepstakes. Winner will claim prize on date and location designated in confirmation email from Sponsor. Except where prohibited by law, potential winner may be required to complete, sign and return an Affidavit of Eligibility/Ownership/Liability Release and Publicity Release (the "Affidavit") prior to claiming prize. Affidavit must be returned within twenty-four (24) hours, or prize may be forfeited, and an alternate winner will, time permitting, be selected by random drawing from among all remaining eligible entries. In the event of noncompliance with these requirements, the prize will be forfeited, and an alternate potential winner will, time permitting, be selected as set forth herein.

7. Prize/Odds: Ten (10) prizes will be awarded. Odds of winning depend on the number of eligible entries received.

DESCRIPTION OF PRIZE:

- Two tickets to Smuin Contemporary Ballet's "The Christmas Ballet" at Lesher Center for the Arts in Walnut Creek on Saturday, Nov. 21, 2026 at 7:30 p.m.

8. Prize Conditions**:** Winner's guests must be of legal age of majority in their jurisdictions of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. Released Parties (defined below) will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any event or exhibition. Event and exhibition tickets awarded as prizes may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture and may invalidate the event or exhibition tickets. Winner is fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes) on the prize and any other costs incurred in claiming or using the prize, including any transportation costs beyond that awarded. Unclaimed prizes may not be awarded. No prize substitutions or cash equivalent of prize are permitted, except that the Sponsor reserves the right, in its sole discretion, to substitute the prize (or any portion thereof) with a prize of equal or greater value. Prizes are non-transferable. Purchase will not increase your chances of winning. Sponsor makes no representation to winner as to the fitness or suitability of the prize for any purpose, and Sponsor hereby disclaim any and all warranties, express or implied, concerning any prize.

9. Waiver of Liability/ Publicity Release: By participating in the Sweepstakes and submitting an entry, each entrant agrees to (a) be bound by these Official Rules, including all entry requirements, and (b) waive any and all claims against Sponsor and each of its respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of the prize (or any portion thereof) or any travel or activity related to the receipt or use of the prize (or any portion thereof). By entering this Sweepstakes, each entrant gives his/her express permission to be contacted by Sponsor by USPS, telephone and/or email for Sweepstakes purposes. The winner, by acceptance of the prize, grants to Sponsor and each of their respective designees the right to publicize the winner's name (first name and last initial only), photograph, statements and/or other likeness and prize information for advertising, promotional, trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

10. General Conditions: Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections including those through and/or by any website, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed email notifications; printing, typographical or other errors appearing within these Official Rules, in any Sweepstakes-related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize or in any Sweepstakes-related materials, or the cancellation or postponement of any event or exhibition. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer and/or wireless device related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website or attempt to

undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor or who is in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by Sponsor and/or their respective agents. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in its sole discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Dispute Resolution: Except where prohibited, entrant agrees that (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a federal or state court located in the State of California; (2) any and all claims, judgements and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with this Sweepstakes, shall be governed by, and constructed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

12. WARNING: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY ENTRANT OR OTHER PERSON RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.

Entries generated by a script, macro or other mechanical or automated means will be disqualified. In the event of dispute as to the identity or eligibility of any potential winner based on an email address, the winning entry will be declared made by the Authorized Account Holder of the email address submitted at the time of entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the email address for the domain associated with the submitted email address.

13. Winner's List: For winner's name, send a self-addressed, stamped envelope to be received by no later than ninety (90) days or Feb. 9, 2027 after the Drawing Date to WIN TICKETS TO SMUIN'S "THE CHRISTMAS BALLET" SWEEPSTAKES c/o BART Marketing Dept., 2150 Webster St, 10th Floor, Oakland, CA 94612. Reasonable handling fees shall not exceed $1.50 plus the actual cost of postage.

14. Personal information: The personal information provided to enter the Sweepstakes will be used to notify the winning entry of the prize won. BART does not share, sell, trade, or rent personal information to anyone, or disclose personal information except: 1) When the purpose and manner of the disclosure has been disclosed prior to the provision of the information, or 2) When disclosure is required by law. BART's privacy policy is available at: bart.gov/siteinfo/privacy.aspx

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