

Bird x Urban Circus Valentine's Day Sweepstakes

Official Rules

Last updated: 2/11/2022

By participating in the Bird x Urban Circus Valentine's Day ("Sweepstakes"), you agree to be fully bound by these rules, together with details announced by Bird, and represent and warrant that you meet the eligibility requirements. No purchase is necessary to enter or win, and purchase does not enhance chances of winning.

1. Sweepstakes Sponsor is Bird Rides Europe B.V., Rokin 92, 1012KZ Amsterdam, The Netherlands. ("Sponsor").
2. The Data Controller as defined by Regulation (EU) 2016/679, art 4 (7) is Bird Rides Europe B.V., Rokin 92, 1012KZ Amsterdam, The Netherlands.
3. Eligibility. Entry is limited to users of Instagram (the "Sweepstakes Platform"), aged 18 and older who are residents of one of the following countries : Austria, Belgium, Finland, France, Germany, Israel, Italy, Netherlands, Norway, Portugal, Spain, Sweden, UK . You must have an account on the Sweepstakes Platform. If you do not have an account on the Sweepstakes Platform, it is free to create one.
 - a. All terms and conditions of the Sweepstakes Platform apply; the Sweepstakes is in no way sponsored, endorsed, administered by or associated with the Sweepstakes Platform.
 - b. Directors, officers, shareholders, employees, and agents of Sponsor, Sponsor's affiliates, or Sponsor's advertising and/or promotional partners, and their immediate families, are not eligible.
 - c. The Sweepstakes begins on February 14, 2022 at 12:00 pm CET and ends on February 18, 2022 at 12:00 pm CET (the "Promotion Period"). Entries must be received during the Promotion Period.
 - d. Entries are limited to one (1) per person.
4. How to participate:
 - a. You must have an account on the Sweepstakes Platform in order to participate. If you do not have an account on the Sweepstakes Platform, it is free to create one. Follow the Sweepstakes details announced by Bird on the Sweepstakes Platform ("Details"), which unless otherwise specified include the following:
 - i. Like the sweepstakes photo posted by the Sponsor's official account on the Sweepstakes Platform
 - ii. Follow @bird and @urbancircus on the Sweepstakes Platform
 - iii. Tag one (1) friend in the comments of the sweepstakes photo posted by the Sponsor's official account on the Sweepstakes Platform
5. No Liability/Release.
 - a. By participating in this Sweepstakes, entrants agree to release, discharge, indemnify and hold harmless Sponsor and its subsidiaries and affiliates, its advertising and promotion agencies and partners (including Urban Circus, Inc. and its affiliates ("Urban Circus")), as

well as Sweepstakes Platform, and each of their respective directors, officers, shareholders, employees and/or agents, from and against any and all claims, damages, liability, losses, and expenses, including due to any injuries, damages or losses to any person (including death) or property of any kind, arising in whole or in part, directly or indirectly, out of the Sweepstakes or acceptance, possession, use, or misuse of any prize received in the Sweepstakes. While it involves interaction with the Sweepstakes Platform, this Sweepstakes is in no way endorsed, administered by, or associated with the Sweepstakes Platform. Any questions, comments, or complaints regarding this Sweepstakes should be addressed to the Sponsor and not to the Sweepstakes Platform. Winner assumes liability for injuries, damages or losses to any person (including death) or property of any kind caused or claimed to be caused by participating in the Sweepstakes, or by the acceptance, possession, use or misuse of any prize.

6. Prize Winner Selection.
 - a. Two (2) winners will be determined at random from among all eligible entries. Chances of winning depend on the number of eligible entries.
 - b. The potential winners will be notified via direct message on the Sweepstakes Platform with a request to verify their win within one (1) day of their selection. Winners may also be announced by Sponsor. The potential winners will be required to respond to Sponsor within two (2) days of when the initial notification was sent, and will be required to confirm several pieces of information to verify their win. The potential winners must confirm their name (first/last), mailing address, that they are 18 years of age or older, and that they agree to these Official Rules. If a potential winner does not respond to the message within two (2) days of when the initial notification message was sent, or refuses to confirm the requested information, then the potential winner will be disqualified and forfeits their right to the prize and an alternate winner may be selected. The prize will be sent to the winners at the address provided after their win is verified. Sponsor is not responsible for the prize once it has shipped, and winners are solely responsible for ensuring they can receive delivery of the prize at the mailing address they provide.
 - c. Cash redemption, exchange or substitution is not allowed.
 - d. Sponsor may substitute a prize of equal or greater value for any prize that is not available for any reason.
7. Prize. The winners shall each receive 1 Urban Circus bag with an approximate retail value of €100 and a Bird credit with a value of €50. Each prize has an approximate total combined retail value of €150.
 - a. Each prize winner is responsible for all expenses not listed in these rules and for payment of any applicable taxes and compliance with all applicable laws and regulations. Potential winners may wish to seek advice from a tax professional prior to accepting the prize..
 - b. By accepting the prize, each winner grants permission to the Sponsor to use his or her name and/or photographs, likenesses, voices, any statement by winner, name and biographical information for publicity and promotional purposes without further compensation unless prohibited by law.

- c. Potential prize winners may be required to follow the reasonable instructions of Sponsor in order to claim prize in addition to any requirements otherwise described herein.
- d. Prize shall remain valid for redemption until 11:59 pm CET on February 24, 2022 and Bird credits will be valid for 90 days after being added to the Bird user account.

8. Personal Data

- a. Personal Data means as defined by Regulation (EU) 2016/679, art 4 (1).
- b. By participating in the Sweepstakes, Personal Data provided by you is processed by the Data Processor on behalf of the Data Controller.
- c. Your Personal Data will be processed for the purpose of participating in the Sweepstakes only and will be retained as long as necessary for such purpose. All Personal Data provided by you in relation to the Sweepstakes shall be processed in accordance with the privacy policy. You can request access to and/or submit a request for rectification or deletion of your Personal Data. To exercise your rights or any other question related to the processing of your Personal Data you may send your requests to: privacy@bird.co
- d.

9. Additional Terms.

- a. By entering the Sweepstakes, entrants agree that any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses.
- b. By entering the Sweepstakes, entrants agree to be bound by these Official Rules. Entrants further agree to be bound by the decisions of the Sponsor which will be final and binding in all respects. The Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the entry process; to be acting in violation of these Official Rules; or with intent to annoy, abuse, threaten or harass any other person. The Sweepstakes is governed by the laws of the Netherlands, excluding that body of law pertaining to conflict of laws.
- c. Sponsor, its advertising and promotion agencies and partners (including Urban Circus), and the subsidiaries and affiliates of each, and the Sweepstakes Platform are not in any way responsible or liable for damage, loss, or injury resulting from late, lost, damaged, misdirected, or illegible entries, or phone, computer, or other technical malfunctions. Sponsor is not responsible for any technical or human error which may occur in the processing of entries in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, including tampering, fraud, technical failures, or any other causes beyond the control of the Sponsor, which corrupt or affect the administration or proper conduct of the Sweepstakes, Sponsor reserves the right at its

sole discretion to cancel, terminate, or modify the Sweepstakes and will provide notice of the foregoing.
