

Carpool Week Challenge 2019
(the “Contest”)

OFFICIAL RULES

1. **HOW TO ENTER: NO PURCHASE NECESSARY.** Contest begins at 12:01 a.m. ET on Monday January 28 and ends Sunday February 10, 2019 at 5:00 p.m. ET (the “**Contest Period**”). To enter the Contest online, log a carpool trip with the Smart Commute Tool. Limit: One entry per person per email address. Multiple entries will be void. Only completed entries submitted during the Contest Period, as determined by the timestamp allocated to the entry in the Smart Commute Tool, are eligible to enter the draw. All fields on the entry form must be completed unless indicated as optional. Entries will be disqualified if not fully completed and submitted during the Contest Period. Automated, programmed, scripted or robotic entries are prohibited and will be disqualified from the Contest.
2. **ELIGIBILITY:** Legal residents of Ontario that are 18 years of age or older on or prior to Monday January 28, 2019 are eligible to enter this Contest. Employees or representatives of Metrolinx (the “**Sponsor**”), the Ministry of Transportation, participating Smart Commute Transportation Management Associations (“**TMA**s”)¹ and any other suppliers of materials and services related to the Contest, and any member of the household (defined as those with whom they are domiciled whether related or not) of such employees or representatives are not eligible to enter the Contest or to win a prize.
3. **DRAWING AND RELEASES:** There is a total of one (1) prize to be awarded and one (1) draw. The draw will occur on February 11, 2019. One entry will be drawn at random electronically from all eligible entries received during the Contest Period. The odds of winning depend upon the number of eligible entries received. The selected entrant will be notified by email within four (4) business days of the draw. In order for a prize to be awarded, the selected entrant must first (a) correctly answer without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question to be administered by email; and (b) sign a standard declaration and release form (“**Release**”) confirming compliance with these Contest Rules, acceptance of the prize as awarded and releasing Sponsor, MTO and participating TMAs and all of their officers, agents, representatives, employees, successors and assigns (“**Releasees**”) from any liability in connection with the Contest, the entrant’s participation therein and/or the awarding and use of the prize or any portion thereof. If a selected entrant cannot be contacted within fourteen (14) days of the first attempt to contact him or her, fails to correctly answer the skill-testing questions, or does not return the Release by the specified deadline, that entrant will be disqualified and an alternate entrant will be selected from among the remaining eligible entries. This process will be repeated until the prize is awarded.
4. **PRIZES:** There is one (1) prize available to be won: a pre-activated PRESTO card pre-loaded with \$250. The prize is subject to the Terms and Conditions of PRESTO. No difference between the actual and approximate retail values will be awarded. The prize must be accepted as awarded and cannot be substituted, whether for cash or otherwise, except at Sponsor’s sole and absolute discretion. Sponsor reserves the right to substitute a prize of equal or greater monetary value if a prize, or any component of a prize, cannot be awarded as described above for any reason. Prizes will only be awarded to verified winners.
5. **FACEBOOK:** The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to the Sponsor and not to Facebook. The information you provide will only be used for the administration of this Contest and in accordance with the Sponsor’s Privacy Policy available at: Metrolinx.com. Facebook is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Facebook.
6. **TWITTER:** The Contest is in no way sponsored, endorsed or administered by, or associated with Twitter. You understand that you are providing your information to the Sponsor and not to Twitter. The information you provide will only be used for the administration of this Contest and in accordance with the Sponsor’s Privacy Policy available at: Metrolinx.com. Twitter is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Twitter.
7. **PRIVACY:** Pursuant to Subsection 39(2) of the *Freedom of Information and Protection of Privacy Act*, you are hereby notified that by entering this Contest, personal information relating to you is being collected for the purpose of participating in this promotional activity. By entering the Contest, each entrant expressly consents to Sponsor and its agents and/or representatives storing, sharing and using personal information submitted by the entrant with his/her entry only for the purposes of administering the Contest and in accordance with Sponsor’s Privacy Policy (available at

¹ The TMAs include the following: Smart Commute Durham; Smart Commute Markham Richmond Hill; Smart Commute Central York; Smart Commute North Toronto Vaughan; Smart Commute Scarborough; Smart Commute North East Toronto; Smart Commute Toronto Central; Smart Commute Etobicoke South; Smart Commute Pearson Airport Area; Smart Commute Brampton Caledon; Smart Commute Mississauga; Smart Commute Hamilton; and Smart Commute Halton.

Metrolinx.com), unless the entrant agrees otherwise. Questions about the collection of personal information should be addressed to Michelle Kearns at 97 Front Street W., Toronto, Ontario, M5J 1E6, 416-202-7940 or Michelle.Kearns@Metrolinx.com. By accepting a prize, the winner consents to Sponsor's use of his/her name, address (city/province), photograph or other likeness, statements about the Contest and/or prize information for promotional purposes in any medium, whether now known or hereafter developed, including but not limited to any Internet-based medium, without additional compensation or notice. Metrolinx's handling of all personal information is governed by the *Freedom of Information and Protection of Privacy Act*.

8. **TMA MEMBERS:** If you have linked your profile on the Smart Commute Tool to a Smart Commute workplace or TMA network, you are hereby notified that your personal information may be shared with the applicable TMA as part of the administration of the Contest.
9. **LIMITATIONS OF LIABILITY:** Without limiting the foregoing or any other limitation and/or release of liability, by entering this Contest entrants hereby agree that Releasees will not be responsible or liable for: (a) late, lost, stolen, damaged, garbled, incomplete, misdirected, redirected, or undeliverable data, e-mail or other communications; (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of data or information, whether arising by way of human error, technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines or data corruption; (c) theft, destruction, unauthorized access to or alteration of entry materials; or (d) any injuries, damages, or losses to any person or property resulting in whole or in part, directly or indirectly, from participation in the Contest (including, without limitation, damage to any computer system resulting from accessing or downloading information related to the Contest) or any Contest-related activity or from the acceptance, possession, participation in, use or misuse of a prize.
10. **GENERAL:** Contest is subject to all applicable federal, provincial, municipal and local laws. By entering the Contest, entrants agree to comply with these Official Rules and the decisions of Sponsor, the Ministry of Transportation and/or TMA, whose decisions are final and binding on all entrants in all matters related to the Contest, without right of appeal. Entrants who have not complied with these Official Rules, in Sponsor's sole and absolute discretion, are subject to disqualification. Sponsor reserves the right, at its sole discretion and without prior notice, to modify, cancel, terminate or suspend the Contest, including changing any timing or element of the Contest, should any cause beyond the reasonable control of Sponsor corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest. Paragraph headings herein are for convenient reference only and are not to affect the interpretation of these Official Rules. No correspondence will be entered into except with potential winners or as otherwise permitted per Rule 8 above. If any provision of these Official Rules is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of these Official Rules.

Sponsor reserves the right in its sole discretion to disqualify, from this Contest and any future Contest or other promotion conducted by Sponsor, any individual that it finds or it believes: (a) to be tampering with the entry process or operation of the Contest or any Contest component(s); (b) to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (c) to be acting or conducting themselves in any way contrary to the spirit and purpose of these Official Contest Rules. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY COMPONENT(S) OF THE CONTEST (INCLUDING BUT NOT LIMITED TO ANY WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY REMEDY AVAILABLE TO IT TO THE FULLEST EXTENT PERMITTED BY LAW.