

Smart Commute Week Challenge 2015
(the “Contest”)

OFFICIAL RULES

1. **HOW TO ENTER:** NO PURCHASE NECESSARY. Contest begins at 8:00 a.m. ET on Monday, September 14, 2015 and ends at 5:00 p.m. ET on Monday, September 28, 2015 (“Contest Period”). To enter the contest online, log in or register an account on the Smart Commute tool at <https://explore.smartcommute.ca> (the “Contest Website”) during the Contest Period and log at least one trip using a travel mode other than “drive alone” (see the Addendum: *Smart Commute Week Challenge 2015 Contest – Trip Logging Guidelines* for assistance in categorizing your trip). If you would like to enter the Contest, and do not have access to the Internet, you may obtain a paper entry form from your local participating Smart Commute office. Completed paper entry forms must be returned to the same Smart Commute office from which they were obtained, prior to 5:00 p.m. ET on Monday, September 28, 2015. Limit: One entry per person per email address. Multiple entries will be void. All entry forms must be received during the Contest Period. All fields on the entry form must be completed unless indicated as optional. Entries will be disqualified if the entry form is not fully completed and submitted during the Contest Period. Automated, programmed, scripted or robotic entries are prohibited.
2. **ELIGIBILITY:** Legal residents of Ontario that are 18 years of age or older on or prior to Tuesday, September 8, 2015 are eligible to enter this contest. Employees or representatives of Metrolinx (the “Sponsor”), the Ministry of Transportation, participating Smart Commute Transportation Management Associations (“TMAs”), VIA Rail Canada Inc. (“VIA”), 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 or to win.
3. **DRAWING AND RELEASES:** On Friday, October 2, 2015, four eligible entrants will be selected by random draw from all eligible entries received. One prize will be drawn for each of the following four travel modes logged on the Smart Commute online tool: transit, carpool, telework and cycle/walk. Cycle and walking modes will be considered as one travel mode (“Active Transportation”) for the purpose of this contest. The odds of winning depend upon the number of eligible entries received. The selected entrants will be notified by phone within two business days of the draw. In order for a prize to be awarded, the selected entrants must first (a) correctly answer without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question to be administered at a mutually convenient time by telephone; 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, participating TMAs, VIA and their respective directors, 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 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 are four prizes available to be won. Each prize consists of a VIA Rail travel voucher. The winner and his/her guest are responsible for all costs including, without limitation, accommodation, meals, gratuities, ground transportation, travel insurance and personal expenses. Approximate retail value of each voucher is \$500. No difference between the actual and approximate retail values will be awarded. Travel dates are subject to availability, blackout dates, terms and conditions, and other restrictions at the sole and absolute discretion of the Sponsor and/or VIA. The prize is not transferable, must be accepted as awarded, and cannot be substituted, whether in 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. Limit one prize per person or household.
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 promotional activities. 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 form only for the purposes of administering the Contest and in accordance with Sponsor's Privacy Policy (available at Metrolinx.com), unless the entrant agrees otherwise. Questions about the collection of personal information should be addressed to Sponsor's Freedom of Information Coordinator at 97 Front Street W., Toronto, Ontario, M5J 1E6, 416-202-5997 or 1-888-438-6646. 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, at any time and in perpetuity, 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. **LIMITATIONS OF LIABILITY:** Without limiting the release provided in Rule 3 above, by entering this Contest entrants agree that Releasees will not be responsible or liable for: (a) late, lost, stolen, damaged, garbled, incomplete, misdirected, or undeliverable e-mail or other communications; (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, whether arising by way of 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; (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; or (e) electronic communications that are undeliverable and/or redirected from an individual's email inbox as a result of any form of active or passive filtering of any kind, including but not limited to spam filtering, or insufficient space in entrant's email account to receive email messages.

9. **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, TMA, and/or VIA, whose decisions are final and binding on all entrants in all matters related to the Contest. Entrants who have not complied with these Official Rules are subject to disqualification. Sponsor reserves the right, at its sole discretion and without prior notice, to modify, cancel, terminate or suspend the Contest should any virus, bug, worm, trojan horse, technical failures, printing or other administrative error, human intervention, fraud or other causes beyond the reasonable control of Sponsor corrupt or affect the administration, security, fairness or proper conduct of the Contest. Paragraph headings 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 in compliance with Rule 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.

In the event of a dispute regarding the identity of the person who submitted an online entry, the entry will be deemed submitted by the authorized account holder of the email address submitted on the official online entry form. "**Authorized account holder**" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization or person that is responsible for assignment email addresses for the domain associated with the submitted email address. A selected entrant may be required to provide Sponsor with proof that s/he is the authorized account holder of the email address associated with the selected entry.

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 believes to be tampering with the entry process or operation of the Contest or Contest website <https://explore.smartcommute.ca>; 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. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE 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 DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.