

GO Sweater Contest – GO TRANSIT INSTAGRAM

(the “Contest”)

OFFICIAL CONTEST RULES (“Rules”)

1. **CONTEST DESCRIPTION:** In this contest, participants must follow @gotransit Instagram account, like the GO Sweater Contest post on GO Transit’s Instagram account, and tag at least (1) one friend with an Instagram account in the contest post’s comment section. Five (5) winners will be selected randomly and will have to complete a skill-testing question and sign a release in order to win one GO sweater each, size large (no option to select size).
2. **HOW TO ENTER: NO PURCHASE NECESSARY.** Contest begins at 10:00am EDT on June 17, 2022 and ends on June 20, 2022 at 11:59 pm EDT. (“**Contest Period**”).
To enter the Contest, Eligible Participants must follow @gotransit Instagram account, like the GO Sweater Contest post and tag at least (1) one friend with an Instagram account in the contest post’s comment section, which will have been posted on GO Transit Instagram account. (“**Eligible Entry**”). More than one (1) entry per person will be accepted.
3. **ELIGIBILITY:** To be eligible to enter, you must be a legal resident of Ontario who has reached the age of thirteen (13) at the time of entry (“**Eligible Participant**”). For the purposes of this Contest, Metrolinx is referred to as the (“**Sponsor**”).
Employees and representatives of Metrolinx, the Ontario Ministry of Transportation, suppliers of materials and services related to this Contest, and any member of the immediate family (defined as parents, siblings, children, or spouse) or household (whether related or not) of such employees or representatives are not eligible to enter or to win the Contest.
4. **PRIZES:** Each of the five (5) winners will win one GO sweater, size large (no option to select size) (“**Prize**”).

Quantity available: 5

Approx. Value of each Prize: \$107.10 (excluding taxes, duties, and shipping fees)

The Prize may not be transferred or sold and must be accepted as awarded. Sponsor reserves the right at its sole discretion to substitute the Prize with one of equal or greater monetary value if the prize described above cannot be awarded for any reason. The winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.

5. **PRIZE DRAW:** The winners will be selected randomly from all Eligible Entries received during the Contest Period from Eligible Participants. The selection will take place virtually at the Sponsor’s offices, at 10 Bay Street, Floor 16, Toronto, ON, M5J 2S3 on June 21, 2022 at 09:30 a.m. EDT. The odds of winning the Prize depend on the total number of Eligible Entries received during the Contest Period from Eligible Participants.
6. **HOW TO CLAIM THE PRIZE AND RELEASES:** Before being declared a winner and awarded one of the Prizes, the potential winners will be contacted by Direct Message on their Instagram account

by the Sponsor shortly after the draw, and within three (3) business days of contact the potential winners must confirm acceptance of the Prize. If the potential winners cannot be contacted or confirm acceptance within three (3) business days of contact, or do not meet the requirements of these Rules, the Sponsor will follow the same process to select another Eligible Participant randomly. Before being declared a winner and awarded one of the Prizes, the potential winners must first (i) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question and (ii) within three (3) business days from their acceptance of the Prize sign and return to the Contest Sponsor, a Declaration and Release Form, releasing Sponsor, the Ontario Ministry of Transportation, Instagram and suppliers of materials and services related to this Contest, (collectively, the "Releasees"), from any liability in association with this Contest or the prize. If the participant is under the age of 18, the Release must also be signed by the participant's parent or legal guardian. Once the winners have been confirmed, the Sponsor will provide details to each on how to receive the Prize.

INSTAGRAM: The Contest is in no way sponsored, endorsed, administered by, or associated with Instagram. You understand that you are providing your information to the Sponsor and not to Instagram. 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: <http://www.metrolinx.com/en/aboutus/privacy.aspx>. Instagram is completely released of all liability by each participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Instagram.

7. **PRIVACY:** Pursuant to Section 39(2) of the *Freedom of Information and Protection of Privacy Act*, you are notified that by entering this Contest, personal information relating to you is being collected for the purpose of participating in promotional activities. Questions about this collection should be addressed to the Senior Privacy Officer, Metrolinx, 97 Front Street West, 2nd Floor, Toronto, Ontario, M5J 1E6, (416) 202-5941. By accepting a Prize, the winner agrees that the Sponsor may use their name, address (city/province), likeness, and/or prize information for promotional purposes in any medium, whether now known or developed at a future date, 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 6 above, by entering this Contest participants agree that Releasees will not be responsible or liable for: (a) late, lost, stolen, damaged, garbled, incomplete, misdirected, or undeliverable e-mail or Direct Message on their Instagram Account 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 this Contest (including, without limitation, damage to any computer system resulting from accessing or downloading information related to this 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 or redirected from an individual's email in-box, or Direct Message on Instagram 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 participant's e-mail account or Instagram Account to receive e-mail messages or Direct Messages.

9. **GENERAL:** Contest is subject to all applicable federal, provincial, municipal, and local laws. By entering the Contest, participants agree to comply with these Rules and the decisions of the Sponsor, whose decisions are final and binding in all matters related to this Contest. Participants 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 this Contest should any virus, bug, worm, trojan horse, technical failures, unauthorized human intervention, or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Contest. Paragraph headings are for 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 6 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 believes to be tampering with the entry process or operation of the Contest, 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 A PARTICIPANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE 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.

For French Terms & Conditions, visit: www.gotransit.com/fr/politiques