

Turn Down Tickets Contest – UP Express
(the “Contest”)

OFFICIAL CONTEST RULES (“Rules”)

1. **CONTEST DESCRIPTION:** In this contest, participants will have a chance to win two (2) preloaded PRESTO cards valued at \$14 each (\$28 total) by sharing a photo of their experience being turned down for a ride to the airport on Instagram.
2. **HOW TO ENTER:** NO PURCHASE NECESSARY. Contest begins at 7:00 am EDT on October 3, 2022 and ends at 11:59 pm EDT on October 7, 2022 (“**Contest Period**”). Only one entry per person will be accepted. To enter the Contest, Eligible Participants must take a screenshot of their experience being turned down for a ride to the airport and post it on Instagram using #TurnDownTickets and tagging @UPExpress (“**Eligible Entry**”). In order to be eligible, screenshots must not contain any identifying information such as full names, locations or phone numbers.
3. **ELIGIBILITY:** To be eligible to enter, you must be a legal resident of Ontario who is 18 years of age or older at the time of entry (“**Eligible Participant**”). For the purposes of this Contest, Rethink Communications is hereinafter referred to as the “**Service Provider**”. Employees and representatives of Metrolinx (the “**Sponsor**”), the Ontario Ministry of Transportation, the Service Provider, suppliers of materials and services related to this Contest, and any member of the immediate family (defined as parents, siblings, children, or spouses) or household (whether related or not) of such employees or representatives are not eligible to enter or to win.
4. **PRIZES:** There are fifty (50) prizes available to be won, each consisting of two (2) preloaded PRESTO cards with sufficient balance for a round trip from Union Station to Toronto Pearson International Airport on UP Express (“**Prize**”). Approximate retail value is \$14 each (\$28 total). Prizes are not transferable, must be accepted as awarded, and cannot be substituted, whether in cash or otherwise, except at the sole discretion of Sponsor. Sponsor reserves the right at its sole discretion to substitute the Prize for one of equal or greater monetary value if the prize described above cannot be awarded for any reason.
5. **PRIZE DRAW:** Ten (10) winners will be selected randomly from all Eligible Entries received per day during the Contest Period from Eligible Participants. Winner selections for October 3, 4 and 5 will take place the following day at the Service Provider’s offices at 9:00am EDT. Selections for October 6 and 7 will be selected on October 11 at 9:00 am EDT. The odds of winning a 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 the Prize, the potential winner will be contacted by Direct Message on their Instagram account by the Service Provider shortly after the draw, and within five (5) business days of contact the potential winner must confirm acceptance of the Prize. If the potential winner cannot be contacted or does not confirm acceptance within five (5) business days of contact, or does 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 the Prize, the potential winner must first (i) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question and (ii)

sign and return to the Contest Sponsor, a Declaration of Compliance with Official Contest Rules and Release of Liability, releasing Sponsor, the Ontario Ministry of Transportation, and suppliers of materials and services related to this Contest, (collectively, the “Releasees”), from any liability in association with this Contest or the prize. Once a potential winner is declared winner, the Sponsor will provide details on how to receive the Prize.

7. **INSTAGRAM:** The Contest is in no way sponsored, endorsed, or 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.
8. **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 this contest. 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*.
9. **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.
10. **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:

<https://www.upexpress.com/public/up-express-turn-down-ticket-contest-instagram-FR.pdf>