

2019 Transit Month Ontario Campaign Official Campaign Rules and Regulations

NO PURCHASE NECESSARY TO ENTER OR WIN

Official Rules and Regulations which are final and binding in all matters related to this Campaign. Winning a prize is contingent upon fulfilling requirements set forth herein.

1. **ELIGIBILITY:** The “[Transit Month Ontario](#)” Campaign is open to all individuals who are legal residents of Ontario and 16-years-of-age or older prior to **Sunday, September 1, 2019**.

Employees or representatives of [SustainMobility](#) (the “Sponsor”), 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 win the prize associated with the campaign during the Transit Month Ontario promotion in the month of September 2019.

2. **HOW TO ENTER:** NO PURCHASE NECESSARY. Campaign begins at 12:00 a.m. ET on Sunday, September 1, 2019 and ends at 11:59 p.m. ET on Monday, September 30, 2019 (“Campaign Period”). To enter the Campaign, participants must pledge to ride transit in the month of September 2019 by completing an online pledge form on [Transit Month Ontario \(transitmonthontario.ca\)](#) to be entered into the Prize Draw. Participants will also have the option to share their experience through their social media channels using #TransitMonthON.

All entries must be received during the Campaign Period. All fields on the pledge form must be completed unless indicated as optional. Automated, programmed, scripted or robotic entries are prohibited.

OPTIONAL: Posting a Photo, GIF, or Message on Social Media using #TransitMonthON

Posting a photo, GIF, or message using hashtag #TransitMonthON to social media is **NOT** a requirement of the [Transit Month Ontario](#) campaign. Those wishing to post a photo, GIF, or message using hashtag #TransitMonthON do so solely for the purpose of promoting the Transit Month Ontario campaign. Posting a photo, GIF, or message on social media **DOES NOT** enter entrants into the Transit Month Ontario prize draw. The Sponsor does not take responsibility for how photos, GIFs, or messages are used by the public once posted to social media channels.

Any photo, GIF, or message deemed inappropriate, in the sole discretion of the sponsor, will not be posted to Sponsor's social media platforms. Specifically, each photo, GIF, or message:

1. Cannot contain any content that is sexually explicit or suggestive; violent or derogatory of any ethnic, racial, gender, religious, professional or age group; promotes illegal drugs, firearms/weapons, tobacco or any activities that may appear unsafe or dangerous;
2. Cannot in any manner defame, misrepresent, contain disapproving remarks or in any way negatively reflect SustainMobility, its services, third-parties or their products;
3. Cannot contain any personal identification, such as license plate numbers, email addresses or street addresses, without permission.

3. DRAWING: On **Monday, October 7, 2019**, eligible entrant(s) who have successfully completed an online pledge form on Transit Month Ontario (transitmonthontario.ca) will be entered into the Prize Draw for a chance to win one (1), \$500 Apple gift card. A winner will be selected by random draw from all eligible entries.

The elected entrants will be notified by phone or email within two business days of the draw and will be requested to sign a Prize Release Form. In order for a prize to be awarded, the selected entrant must first (a) sign a standard declaration and release form ("Release") confirming compliance with these Campaign Rules, acceptance of the prize as awarded and releasing Sponsor from any liability in connection with the Campaign, 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 five days of selection 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.

The winner will be announced via Commute Ontario's social media channels, Transit Month Ontario campaign webpage at transitmonthontario.ca and workplace/campus informational portal the week of October 14, 2019.

4. PRIZE: One (1), Apple Gift Card valued at \$500 (CAD).
Prize provided by [SustainMobility](#).

5. **PRIVACY:** By entering the Campaign, each entrant expressly consents to Sponsors and its respective 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 Campaign and in accordance with Sponsor's [Privacy Policy](#). Questions about the collection of personal information should be addressed to the Sponsor's Executive Director at (905) 813 -2171 or ggumulka@sustainmobility.ca

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 Campaign 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.

The Sponsor does not and will not disclose or sell your personal information to other public bodies, individuals, or private organizations except as authorized by you or the relevant legislation.

6. **LIMITATIONS OF LIABILITY:** Without limitation, the Sponsor will not be responsible or liable for: (a) late, lost, stolen, damaged, garbled, incomplete, misdirected, or undeliverable entry forms; (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 Campaign (including, without limitation, damage to any computer system resulting from accessing or downloading information related to the Campaign) or any Campaign-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.

In consideration of the Entrants pledge to take transit during the Campaign Period, Entrants acknowledge and agree to waive any and all rights to, or claims for, damages (including indirect, incidental, special, consequential, exemplary and punitive damages) whether arising in contract, tort (including negligence), equity or otherwise, liabilities, claims, losses, costs, expenses, proprietary or personal injury (including death), or any other compensation of any kind whatsoever against SustainMobility, its Partners and the Participating Municipalities,

Workplaces and Post-Secondary Institutions, including their respective officials, officers, directors, employees, insurers and agents that arise directly or indirectly with respect to your use and/or reliance on the information provided on Commute Ontario, Entrants participation with the Website and/or the use of the services and Users agree to indemnify and hold harmless SustainMobility, its Partners and the Participating Workplaces and Post-Secondary Institutions, including their respective officials, officers, directors, employees, insurers and agents for same.

7. **GENERAL:** Campaign is subject to all applicable federal, provincial, municipal and local laws. Campaign is void where prohibited by law. By entering the Campaign, entrants agree to comply with these Official Rules and the decisions of Sponsor, whose decisions are final and binding on all entrants in all matters related to the Campaign, without right of appeal. 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 Campaign 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 interfere with the proper conduct of the Campaign as contemplated by these Official Rules.

In the event that, due to a printing, production or administrative error, more than the advertised number of prizes are claimed, there will be a random draw conducted amongst all eligible prize claimants to award the correct number of prizes after the Campaign closing date.

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 5 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 entry, the entry will be deemed submitted by the authorized account holder of the email address submitted on the official pledge 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 the assignment of 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 the Campaign and any future Campaign or other promotion conducted by Sponsor, any individual that it finds or believes (a) to be tampering with the entry process or operation of the Campaign or Campaign Website; or (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.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CAMPAIGN IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.