

OFFICIAL CONTEST RULES AND REGULATIONS & PRIVACY STATEMENT
The SMART COMMUTE IN YORK REGION “*Winter Commute Month*” CAMPAIGN

No purchase necessary!
This contest is open to residents of Ontario only (see details below).

OFFICIAL CONTEST RULES AND REGULATIONS
SMART COMMUTE IN YORK REGION “*Winter Commute Month*” CAMPAIGN (the “CONTEST”)

Please read these official rules and the associated Privacy Statement in their entirety before entering the Contest. You are not eligible to enter the Contest unless you agree to these official rules and the Privacy Statement. Participation in the Contest constitutes full and unconditional agreement and acceptance of these official rules, which are final on all matters relating to the Contest.

Smart Commute Transportation Management Associations (“Smart Commute”) which includes Smart Commute Central York; Smart Commute North Toronto, Vaughan; and, Smart Commute Markham, Richmond Hill), in partnership with York Region, are administrators of the Contest and as such its employees shall not be held responsible for any costs, losses, damages or expenses arising by reason of accident, negligence, printing, administrative or other errors that may arise or occur in connection with the Contest. Smart Commute reserves the right to modify, amend, suspend, or terminate this Contest, without prior notice, with no obligation or liability.

CONTEST DURATION

The Contest starts on February 1, 2023 at 12:01 a.m. ET and ends on February 28, 2023 at 11:59 p.m. ET (the “Contest Duration”).

ELIGIBILITY

Contest is open to all residents of Ontario at least 16 years old.

HOW TO ENTER

No purchase is necessary to enter. During the Contest Period, valid Contest entries (“Entries”) will be accepted via Twitter and/or by logging a trip on the Smart Commute Tool. (New users will need to register an account to log a trip).

Entries generated by script, macro or other automated means and Entries by any means which subvert these Official Contest Rules are **void**. All Entries become the property of Smart Commute for use by Smart Commute in its sole and absolute discretion (except as prohibited by applicable law and per the terms of these Official Contest Rules) and will not be returned.

No responsibility is assumed by Smart Commute for any disruption to postal service or to telephone network or lines, computer on-line systems, servers or providers, computer equipment, software or failure of any entry to be received because of technical problems on the internet or at any website, or any combination thereof, as well as lost, misdirected, or late entries which for any reason are not received or which are illegible, incomplete or irregular in any way.

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ENTRIES

All entries become the property of Smart Commute and none shall be returned. By entering this Contest, Contestants indicate their consent to their personal information being stored, used and processed for purposes concerning this Contest by Smart Commute. The declared prize winners' information, including his/her name, and e-mail address, will be shared with Smart Commute, the independent contest administrator, as required to award the prizes in this Contest.

PRIZES DESCRIPTION

One of ten \$50 e-gift cards e-gift card from one of the following:

- Chapters/Indigo
- Sporting Life
- Starbucks
- Tim Hortons
- Well.ca

For the General Prizes, entries by Contestants will have the chance to be selected as the winners of these prizes. The selection process is described below.

PRIZE WINNER SELECTIONS AND NOTIFICATION

At the end of the Contest Period, the representatives of Smart Commute will select by random draw, ten winners from the valid Entries made during the Contest Period. The winner will be announced no later than March 10, 2023.

Contest Period: February 1, 2023 at 12:01 a.m. to February 28, 2023 at 11:59 p.m. Smart Commute will notify each selected winner by e-mail in order to be declared a winner.

CLAIMING ANY PRIZE

Within ten (10) business days of being confirmed a qualified prize winner, that person will be responsible for responding so that delivery can be arranged.

The qualified winners each agree to release York Region, Smart Commute, its employees, Regional Council members, agents, successors and assigns and all other Contest Parties from any and all liability, loss, damage, or claims caused by, resulting from or otherwise associated with the awarding, receipt, installation, possession, and/or use or misuse of any prize, including any travel or transportation related thereto.

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GENERAL RULES

By participating in this Contest, Contestants agree to comply with these official contest rules and regulations and with the decisions of Smart Commute, judges and/or the independent contest administrator, which are irrevocable and shall be legally binding in all instances.

By entering this Contest and submitting your information, you agree that you have read and understand the Contest rules and that the information you provide will be governed by our Privacy Statement.

By participating in this Contest, the potential winners agree to sign a Declaration and Release Form in the manner prescribed herein, releasing York Region its employees, Regional Council members, agents, successors and assigns respective advertising and promotional agencies, and the independent contest administrator and other Contest Parties from any liability in connection with this Contest or the prizes awarded.

By participating in this Contest, all eligible Contestants and qualified winners also agree to the use of their submitted Entry information including name, address (municipality only), and photos for publicity purposes relating exclusively to this Contest without additional compensation.

By participating in this Contest, all Contestants grant to Smart Commute a worldwide, non-exclusive, unrestricted, royalty-free, perpetual, irrevocable, assignable right and license to use, reproduce, modify, publish, create derivative works from, translate, license and display the submitted entry information, images (in whole or in part) and/or to incorporate it in other works in any form, media or technology now known or later developed, without the Contestant’s prior approval and all Contestants further waive any copyright that they may have in the submitted entry information. In addition, by submitting an Entry in this Contest, each Contestant represents and warrants that they own and control all rights in and to the submitted entry information and that each Contestant has the right to grant the foregoing rights to York Region.

This Contest and the terms and conditions contained in these official contest rules and regulations, shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein. Any dispute arising hereunder shall be adjudicated solely in the applicable court in Toronto, Ontario, Canada.

This Contest is subject to all applicable federal, provincial, and municipal laws and regulations. Void where prohibited.

RIGHTS RESERVED

Smart Commute reserves the right, in its sole discretion to cancel or suspend this promotion should fraud, virus, bugs or other causes beyond the control of Smart Commute corrupt the administration, security or proper play of the contest. With respect to computer entries, Smart Commute is not responsible for computer system, phone line, hardware, software or program malfunctions or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. Should multiple users of the same email account enter the contest and a dispute thereafter arise regarding the identity of the Contestant, the authorized subscriber of said email account at the time of entry will be considered the Contestant. “Authorized account subscriber” is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted e-mail address. Automated entries are prohibited, and any use of such automated entries shall result in disqualification. Smart Commute reserves the right at its sole discretion, to disqualify any individual (and all of his or her contest entries) who tampers with the entry process.

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Privacy Statement as it applies to
THE SMART COMMUTE IN YORK REGION "Winter Commute Month" CONTEST

Smart Commute recognizes our responsibility to protect the personal information provided to us. In brief, "personal information" is information that can be uniquely identified with you, such as your full name, address, and email address for the purposes of your entry into THE SMART COMMUTE IN YORK REGION "Smart Commute Month" CAMPAIGN (the Contest).

This Privacy Statement applies to individuals who deal with us in relation to the Contest in Canada and to all personal information that we collect about you for the purposes of the Contest. Smart Commute does not control the content or the privacy policies of third-party online resources to which our websites may provide links and this Privacy Statement does not, therefore, apply to any such resources.

By entering the Contest, you agree with the terms of this Privacy Statement. When you submit information to the Contest, you consent to the collection, use, and disclosure of that information in accordance with this Privacy Statement.

Although we have enacted security measures, we cannot guarantee the security of any information that you submit via email, Instagram, Twitter, Facebook, SurveyMonkey or otherwise over the Internet. Please be aware that there are technology implications concerning the collection of information when you are visiting websites, including Smart Commute websites.

Submission of personal information using such networks is done at your own risk, since no Internet transmission is ever 100 per cent secure or error-free. Our websites may contain links or references to other websites to which this Privacy Statement does not apply. Smart Commute is not responsible for the data collection and use practices of companies or organizations to which the Smart Commute websites may provide links. We encourage you to read the privacy statement/policy of every application or website you visit.