

**Guidelines for Social Media Contests**

Each social media Contest Post (as defined the Rules below) must detail:

1. How to enter (e.g., comment on this post to enter).
2. If multiple entries are permitted. Note that, as a default, these rules limit entries to one per person (e.g., you may enter one time each day during the contest period by posting one photo daily).
3. The contest closing date/time and opening date if contest details are posted in advance (e.g., contest closes on August 20 at 5:00 pm ET; comment to enter before August 20 at 5:00 pm ET).
4. The number of prizes available to be won, a description of the prize, and the approximate retail value of the prize (e.g., one (1) prize of one thousand (1,000) free kilometres of travel on Highway 407 ETR with an ARV of \$340).
5. If the winner will be selected by a method other than via a random draw, the method of winner selection (e.g., the comment that receives the most likes will be selected as the winner). NOTE: random draw is the safest and easiest way to select winners. Some of the other winner selection methods could violate the social media platforms terms of service (e.g., encouraging multiple tweets of contest content).
6. A link to the following social media contest rules (see next page).

407 ETR Concession Company Limited (the “**Sponsor**”) is holding another exciting contest on Instagram (the “**Contest**”), which will be subject to the following official rules and regulations (the “**Rules**):

**1. Eligibility.** NO PURCHASE NECESSARY TO ENTER OR WIN. The Contest is only open to residents of Ontario, Canada, who have reached the age of majority in Ontario, and have no overdue balances owing to 407 ETR (“**Eligible Person(s)**”). Eligible Persons exclude individuals who have a business, employment or professional interest in the Sponsor, its affiliates or shareholders, such as directors, officers, employees, contractors, vendors, agents and other representatives or their immediate family members. “**Immediate family members**” mean mother, father, sister, brother, son, daughter, married or common law spouses, regardless of where they reside.

**2. Ways to Enter the Contest.**

(a) To enter the Contest, you must have a Instagram account, as applicable. If you do not have an account, visit Instagram and register for a free account. You are subject to the terms, conditions and rules of each social media service provider in your registration and use of your account, and agree that the Sponsor is not liable or responsible in any way for any decision that such service provider may make regarding your account with them including, and without limitation, any temporary or permanent suspension or ban.

(b) The starting date and time and closing date and time for a Contest (the “**Contest Period**”) and the details regarding how to enter will be posted on the Sponsor’s Instagram accounts (the “**Contest Post**”). To enter the Contest, follow the instructions provided in the Contest Post (e.g., respond to the Contest Post on Twitter by sending a Twitter @Reply "tweet" to the applicable Twitter post. If the Contest designates a hashtag, the designated hashtag must be included in the response. Each complete and eligible response automatically qualifies as an entry to the Contest.

(c) In the event that a Contest requires followers to post a photograph and/or image of any sort, each entrant's photo entry must:

- i. be their original creation, and be a photograph taken solely by entrant over which entrant has all necessary rights, title and interest, including copyright and must not violate the rights of any third party, including, but not limited to copyright, publicity or privacy rights;
- ii. not include any other people or include any third party owned material, unless they have given their written consent to their use as required by these Rules;
- iii. be in "good taste" and in keeping the Sponsor’s brand image and must not be explicit or offensive, as determined by the Sponsor, in its sole and absolute discretion;
- iv. not contain any commercial content that promotes any product or service;
- v. not violate any law or regulation; and
- vi. not be libelous, threatening or harassing.

By entering the Contest and submitting a photo entry, entrants thereby grant to the Sponsor a worldwide, royalty-free, sub-licensable, irrevocable, right to use, publish, reproduce, display, exhibit and transmit the photo entry in all media now known or hereafter devised in perpetuity beginning as of the date of entry, for any reason, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest, without notice or compensation. In addition, entrants agree to waive in favour of the Sponsor and its licensees all moral rights in the photo entry.

(d) Unless otherwise indicated in the Contest Post, only one (1) entry in the Contest is allowed per person,

and you may only use one (1) Instagram account (as applicable) to participate. Anyone found to use multiple Instagram accounts to enter and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt the Contest may be disqualified in the sole and absolute discretion of the Sponsor.

### 3. Prize Conditions.

(a) The number of prizes to be awarded is one (1) unless otherwise indicated in the Contest Post. The prize description and approximate retail value will be included in the Contest Post.

(b) Where a prize is comprised of free kilometres of travel on Highway 407 ETR, the credit will be awarded for one (1) vehicle plate only at the maximum rate of 62.24cents per kilometre. Credit will be applied to the selected winner's bill within two (2) months.

(c) Where the prize is comprised of free travel on Highway 407 ETR:

- i. the approximate retail value will be based on a value determined using \$12 per trip, multiplied by six (6) trips per week, but the actual prize value will vary based on the total number of kilometres travelled;
- ii. the free travel will be for one (1) vehicle plate only;
- iii. free travel will be credited to the winner's bill on a monthly basis, commencing on the first full month following the Contest entrant's confirmation as a winner;
- iv. the light personal vehicle plate may not be used for commercial purposes for travel on Highway 407 ETR at any time during the specified prize award period; and
- v. free travel will apply on Highway 407 ETR\* only, and will exclude travel on provincially-owned Highways 407, 412 and 418.

\*Highway 407 ETR extends east to west, approximately 108 kilometres from the junction of Queen Elizabeth Way (QEW) and Highway 403 in Burlington to Highway 7 and Brock Road (Durham Regional Road 1) in Pickering.

(d) Prizes comprised of goods will be shipped via standard post or courier (as determined by the Sponsor) at no cost to confirmed winner(s) at the mailing address provided by winner(s) within sixty (60) days of being confirmed as a winner, or other suitable arrangements will be made with the winner.

(e) Prizes must be accepted as awarded and are not divisible, transferable or redeemable for cash or credit. The Sponsor reserves the right to substitute a prize that is, in its sole discretion, of equivalent or greater value. Under no circumstances will the Sponsor be required to award more than an aggregate of one (1) prize as specified in the Rules or award any prize, other than those so specified in accordance with the Rules.

**4. Selecting the Winner.** Unless otherwise indicated in the Contest Post, winner(s) will be selected in a random draw held following the Contest closing date from all eligible entries received. Selected entrant(s) will be announced via a Instagram post, or via a direct message, phone or email within three (3) business days of the Contest draw. Selected entrant(s) will be required to respond to the Sponsor to confirm eligibility and provide contact information (full name, email address, and mailing address). Each selected entrant has until midnight EST of the next business day on which the selected entrant(s) is announced or the communication is sent (or other date/time indicated by the Sponsor in the announcement or communication) to provide the Sponsor with the required contact information and to satisfy all of the Contest requirements. If a selected entrant does not respond in the prescribed time or if for any

other reason the prize cannot be awarded, another entry will be randomly selected until the prize has been awarded. In the event of a dispute regarding who submitted an entry, the Sponsor reserves the right, in its sole and absolute discretion, to deem the entry to have been submitted by the authorized account holder of the social media account used at the time of entry. **“Authorized account holder”** is defined as the person who is assigned a social media account by Instagram.

**5. Skill-Testing Question.** Before being declared a winner, the selected entrant must first correctly answer a time-limited mathematical skill-testing question without mechanical or other assistance. In the event that the selected entrant is unable to answer the skill-testing question correctly, the Sponsor may disqualify such entrant and randomly draw another eligible entry.

**6. Contest Release Form.** Selected entrants that are successfully contacted and pass the skill-testing question, must complete and return a Contest Release Form prior to receiving their prize. The Contest Release Form will confirm eligibility, obtain consent relating to publicity, and release the Sponsor from liability. Failure to complete and return the Contest Release Form within three (3) business days of receipt (or if the form is undeliverable) may result in forfeiture of the prize.

**7. Claiming the Prize.** The Sponsor may physically deliver the prize to the winner’s home address or to a location agreed upon by both parties. If at any time and for any reason the selected entrant cannot accept (or is unwilling to accept) the prize, as awarded, or if the prize cannot be awarded to the selected entrant in accordance with the Rules, then the selected entrant will be disqualified and will forfeit all rights to the applicable prize and the Sponsor reserves the right, in its sole and absolute discretion, to cancel the prize or to randomly select an alternate eligible entrant from among the remaining eligible entries received to date during the Contest Period in accordance with the Rules (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

**8. Contest Administration & Integrity.** Entrants acknowledge that the Contest draw is conducted randomly and the odds of winning depend on the total number of entries during the Contest Period. Entrants agree that decisions of the Sponsor are final and binding. In the event of a dispute, entries will be deemed to have been made by the person in whose name the 407 ETR account is registered. The Sponsor may, in its absolute discretion, disqualify any individual found to be in violation of the Rules (or any related terms and conditions) or found to be undermining the integrity or administration of the Contest, and reserves the right to seek damages from person(s) associated with such acts or omissions. If, for any reason, the Contest is not capable of running as planned, or if the administration, security, fairness, integrity, or proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering or attempting to tamper, unauthorized interventions, fraud, technical failures, or any causes beyond the Sponsor’s control, the Sponsor reserves the right to cancel, terminate, modify or suspend the Contest, including cancellation of the method of entry and selection of the winner from previously received entries. If a selected entrant is awarded the prize due to a system error, modification or defect, the prize will be returned to the Sponsor, to be re-awarded.

**9. Release.** By participating in the Contest, entrants agree that the Sponsor shall bear no liability or responsibility whatsoever for: (a) Contest entries which are lost, stolen, delayed, damaged, destroyed, illegible, incomplete, improperly completed, or submitted through illicit means; (b) any Contest disqualifications or prize forfeitures for any reason; (c) any human or technical errors that may arise or occur in connection with online, electronic or computer hardware or software failures; (d) the loss, theft or misuse of the prize; or (e) any property damage, personal injury (including death) or misfortune in any way attributable to the Contest or the prize. In addition, entrants agree to fully and completely waive any and all rights of recourse at law or otherwise against the Sponsor, its affiliates or their representatives, and to release and discharge same from any and all losses, liabilities, costs and expenses of any kind whatsoever suffered or incurred by an entrant or others in connection with the Contest, the prize and/or any publicity,

marketing or promotions related thereto. Each entrant acknowledges that the Contest is in no way sponsored, endorsed or administered by, or associated with Instagram, and agrees that Instagram are completely released of all liability in this Contest. Any questions, comments or complaints regarding the contest must be directed to the Sponsor and not Instagram.

**10. Privacy.** By participating in the Contest, each entrant consents to the collection, use and disclosure of their personal information for the purposes of administering the Contest and for related publicity, marketing and promotions, subject to the Sponsor's privacy notice located at <https://www.407etr.com/en/help/policies/privacy-policy.html>.

**11. Governing Laws.** The Contest is subject to laws of the Province of Ontario and the federal laws of Canada, and the jurisdiction of Ontario courts.