

**The 407 ETR Concession Company Limited (the "Sponsor")**

**Trivia Tuesday Official Contest Rules & 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, with a 407 ETR account which does not have an outstanding balance of more than 120 days ("**Eligible Person(s)**"). Eligible Persons exclude individuals with a direct or indirect interest in the Sponsor, such as employees, officers, directors, shareholders, agents and marketing contractors of the Sponsor or the 407 ETR, and any individuals that normally live with any of the foregoing along with members of their immediate family. "Immediate family" means mother, father, sister, brother, son, daughter, married or common law spouses, regardless of where they reside.

**2) HOW TO ENTER THE CONTEST:**

(a) To enter the Contest, you must have an Instagram account, and must correctly answer the Trivia Tuesday question posted via Instagram within the Contest Period. If you do not have an account, visit Instagram and register for a free account. You are subject to Instagram's terms, conditions and rules in your registration and use of your account. The Sponsor is not responsible in any way for any decision that Instagram may make regarding your account.

(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 account (the "**Contest Post**"). To enter the Contest, follow the instructions provided in the Contest 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:

- o 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;
- o 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;
- o 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;
- o not contain any commercial content that promotes any product or service;
- o not violate any law or regulation; and
- o not be libelous, threatening or harassing.

By entering the Contest and submitting a photo entry, entrants thereby: (i) 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; and (ii) agree to waive in favour of the Sponsor and its licensees all moral rights in the photo entry.

**3) CONTEST LIMITS:** 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 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 from the contest in the sole and absolute discretion of the Sponsor.

**4) DISPUTE:** 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) WINNER SELECTION:** 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. Odds of winning depend on the number of eligible entries received.

**6) THE PRIZE:** The prize consists of one (1) prize of one (1) month of free travel on Highway 407 ETR for one (1) light personal vehicle licence plate. Approximate retail value of \$288.00\*. Transponder Lease Fee is not included. Prize is non-transferrable and cannot be redeemed for cash or credit.

\*Approximate retail value calculated using an average trip cost of \$12 per trip, six (6) trips per week, for a period of 4 weeks.

## **7) PRIZE CONDITIONS:**

(a) 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 rate of 65.70 cents per kilometre. Credit will be applied to the selected winner’s bill within two (2) months. 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 \$10 value per trip, multiplied by 8 trips per week, but the actual prize value will vary based on the total amount 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 entrant’s confirmation as a winner; (iv) regular transponder lease fees will still apply, if applicable; (v) the light personal vehicle plate may not be used for commercial purposes for travel on Highway 407 ETR at any time during the Award Period; and (vi) free travel will apply to travel on Highway 407 ETR only (defined below). Highway 407, Highway 412 and/or 418 will be subject to tolls and fees.

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

(b) Prize(s) must be accepted as awarded, is not transferable and cannot be exchanged for cash. The Sponsor reserves the right to substitute a prize that is, in their sole discretion, a prize of equivalent or greater value.

(c) By accepting the prize, the winner consents, to the extent permitted by law, to the use of his or her name, image, voice, likeness, city of residence and/or photographs (collectively **“Personal Information”**) without compensation in any publicity or advertising carried out in any medium worldwide by the Sponsor

and/or its advertising or promotional agencies without limitation or further notification or compensation.

#### **8) WINNER CONFIRMATION:**

(a) Selected entrant(s) will be announced via an Instagram Story post, or via a direct message, telephone or email within three (3) business days of the draw. Selected entrant(s) will be required to contact 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/communication) to provide the Sponsor with the required contact information and to satisfy all the Contest requirements.

(b) Before being declared a winner, the selected entrant must: (i) first correctly answer a time-limited mathematical skill-testing question without mechanical or other assistance; and (ii) execute and return by mail and/or email a Liability / Publicity Release form (the “**Release**”) by the date / time indicated by the Sponsor. The Release will contain terms: confirming eligibility, and compliance with the Contest rules; confirming that the Sponsor can publicize the winner’s Personal Information and acceptance of the prize in its promotional and advertising materials; and releasing the Sponsor from any and all further responsibility with respect to the prize, its acceptance, receipt, possession, use or misuse.

(c) If a selected entrant: (i) cannot be contacted or does not respond within the time frame indicated; (ii) fails to correctly answer the skill-testing question if required; (iii) fails to return the properly executed Release within the specified time; (iv) cannot accept (or is unwilling to accept) the applicable prize (as awarded) for any reason; (v) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); or (vi) if, for any other reason, the prize cannot be awarded to the selected entrant in accordance with the Rules, then he/she will be disqualified, 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 submitted and received to date during the Contest Period in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

(d) By entering the Contest, entrants agree that if they are disqualified, and the prize is forfeited for any reason, the Sponsor shall be fully and completely released and discharged from any and all liability or responsibility in this regard and that entrant will have no recourse against the Sponsor or anyone else involved in the Contest. Decisions of the Sponsor are binding and final.

**9) CONTEST ADMINISTRATION:** The Sponsor shall not be liable for any human or technical errors that may arise or occur in connection with the online, electronic or computer hardware or software failures of any kind which could limit or prevent any person from entering the Contest. THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY ENTRANT WHO UNDERMINES IN ANY MANNER THE LEGITIMATE OPERATION OF THE CONTEST. The Sponsor may, in its absolute discretion, disqualify any individual found to be tampering with the administration of the Contest. 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 a prize due to a system error, modification or defect, the prize will be returned to the Sponsor, to be re-awarded. Under no circumstances will the Sponsor, its shareholders, affiliates, independent contractors, and agents nor their respective directors, officers, employees and agents, be required to award more than an aggregate of one (1) prize as specified in these Rules or award any prize, other than those so specified in accordance with these Rules.

**10) RELEASE AND INDEMNIFICATION:** By participating in the Contest, entrants agree to release and indemnify the Sponsor and any of their respective shareholders, affiliates, agents and contractors, including advertising and promotional agencies, and their respective directors, officers, employees, and agents, from any and all losses, expenses (including legal fees, damages, and claims of any kind) in connection with the Contest or resulting from the acceptance, possession or use of a prize, including without limitation, any loss, personal injury including death, property damage or claim based on publicity rights, defamation, or intrusion of privacy.

**11) CONDUCT:** All entrants agree to be bound by these Rules and the terms, conditions and rules of Instagram as applicable, and decisions of the Sponsor. The Sponsor in its sole discretion, reserves the right to disqualify any person it finds to be in violation of these Rules or the terms, conditions and rules of Instagram. The Sponsor is not liable if any entrant's account is suspended by Instagram for any reason. Such entrant may also be disqualified from any the Sponsor-sponsored contest.

**12) INSTAGRAM RELEASE:** The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. Instagram is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the contest must be directed to the Sponsor and not Instagram.

**13) GOVERNING LAWS:** The Contest is subject to all applicable laws of Ontario and the federal laws of Canada, and the jurisdiction of Ontario courts.