TRANSLINK

2016 Mark III VIP Contest

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ENTERING THE TRANSLINK 2016 MARK III VIP (THE "CONTEST"), THE ENTRANT (OR HIS/HER PARENT/LEGAL GUARDIAN) AGREES TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED HEREIN. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT ENTER THE CONTEST. FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION AND/OR NULLIFY THE ENTRANT FROM PARTICIPATINGIN THE CONTEST.

ELIGIBILITY AND PARTICIPATION

To be eligible for the Contest, an individual must be:

- (a) a legal resident of the Province of British Columbia
- (b) 19 years of age or older, or if a minor, have permission from a parent or guardian to enter and participate in this Contest; and
- (c) be available to participate in a guided tour of the inaugural Mark III train ride to take place on August 18, 2016, and in the case of a minor to be available to participate with a parent or legal guardian on such date.

Employees of the South Coast British Columbia Transportation Authority ("TransLink"), or any of its subsidiaries or contractors, as well as family members of such employees, and household members who reside at the same address as such employees are not eligible for the Contest. The Contest is void where prohibited by law.

SUBMISSION REQUIREMENTS AND CONTEST DEADLINES

The Contest will open on **August 9, 2016**, and all entries must be received by **11:59 p.m.** on **August 15, 2016**.

Late entries will not be accepted.

To participate, entrants must email <u>thebuzzer@translink.ca</u> with the subject line "Mark III VIP" and explain why they should be chosen as a Mark III VIP.

Entrants must have Proof of Payment to enter the Fare Paid Zone as such terms are defined in the Transit Tariff.

One entry per person will be accepted. All subsequent entries will not be accepted. Entries received by any other method will not be accepted.

Once contestants have been notified that they have won, they, or if a minor their parent or legal guardian, will be asked to communicate via email to claim their prize.

Each submission must be the property of the entrant. The entrant, or if a minor, the entrant's parent of legal guardian, agrees to indemnify TransLink and its subsidiaries from any and all copyright, trademark or other intellectual property infringement claims or liability which may arise with regard to the entrant's submission.

Entries must not include content that is unlawful, harmful, vulgar, obscene, hateful, discriminatory, or otherwise objectionable as determined by TransLink, in its sole discretion.

Entries become the property of TransLink and will not be returned. By submitting an entry for the Contest, the entrant grants TransLink a non-exclusive, worldwide, royalty-free right in perpetuity to use and reproduce the entry in any manner without further permission or remuneration.

TransLink and its subsidiaries are not responsible or liable for any potential entrant's inability to access the submission process. TransLink and its subsidiaries are not responsible for lost, late, damaged, illegible, garbled, stolen, misdirected, misidentified, delayed, or incomplete entries, for any problems or technical or mechanical malfunction of the computer online systems, servers, access providers, computer equipment, software, failure of any entry to be received by TransLink on account of technical problems or traffic congestion on the internet or at any website, or inaccurate entry information, whether caused by equipment, programming used in this contest, human processing or otherwise, or any combination thereof.

PRIZES

Qualified entrants are eligible to win one of 20 spots on the inaugural Mark III SkyTrain ride with guided tour of the train. Each minor must be accompanied on the tour by their parent or legal guardian. Winners (but not parents or legal guardians) will also receive a Mark III pin and collector's certificate.

SELECTION OF WINNING ENTRIES AND WINNER NOTIFICATION

The winning entries will be chosen from all qualified entries on Tuesday, August 16, 2016.

The selected winners will be notified by TransLink within 48 hours of the draw via the account used by each entrant at the time of entry.

The selected winner, or their parents or legal guardians, will be required to acknowledge via email his/her receipt of the notification of eligibility for the prize. If no response is received by TransLink

within two business days of notification, the prize will be forfeited and an alternate winner from the remaining eligible entries will be selected. Up to two redraws will be made for each gift certificate prize.

To be declared a winner, each selected entrant, or their parents or legal guardians, must first correctly answer, unaided, a time-limited, mathematical skill-testing question, and sign a release of liability and acknowledgment form, in a form acceptable to TransLink in its sole discretion, upon request.

GENERAL TERMS AND CONDITIONS

The prize is non-transferable and non-assignable. The prize must be accepted as awarded and cannot be substituted or redeemed for cash. The odds of winning are dependent upon the number of eligible entries received.

The decision of TransLink is final on all matters of fact, interpretation, eligibility, procedure and fulfillment in all matters related to this Contest and without appeal.

TransLink reserves the right to require proof of age and jurisdiction of residence prior to awarding any prize.

TransLink may, at its sole discretion, alter, amend, suspend, or cancel this Contest or amend the draw procedures at any time, subject to applicable law.

Winners are solely responsible for the reporting and payment of any and all taxes, if any, that may result in claiming a prize in this Contest.

By participating in this Contest, the entrant, or in the case of a minor their parent or legal guardian, agrees to release and hold TransLink and their subsidiaries and each of their directors, officers, employees, contractors and agents harmless from any and all losses, damages, rights, claims and action of any kind in connection with this Contest or resulting from the entrant's acceptance, possession, or use of any prize, including without limitation, personal injury, death, or property damage.

These are the official Contest rules. This Contest is subject to the laws of the province of British Columbia and the laws of Canada applicable herein.

The personal information collected, used and disclosed is necessary for the administration of the Contest and is in accordance with the provisions of Part 3 of the Freedom of Information and Protection of Privacy Act (British Columbia). Please refer to www.translink.ca/privacypolicy or contact the TransLink Privacy Officer at privacy@translink.ca for further information.