



FIND THE OWL CONTEST CONTEST WINNER AGREEMENT

I, _____ of _____, _____, BC _____, acknowledge and understand that I have been randomly selected as a winner in the South Coast British Columbia Transportation Authority Find the Owl Contest (the "Contest"), and, as such, I am eligible to receive a prize from South Coast British Columbia Transportation Authority ("TransLink"), consisting of one three-zone monthly transit pass (the "Prize"), provided that I return a duly executed copy of this Agreement to TransLink by no later than noon (12:00pm) on Tuesday, September 30, 2014.

I accept the Prize and, in consideration for the Prize, I hereby agree with TransLink as follows:

1. I confirm my eligibility in the Contest and my agreement to the Terms and Conditions (the "Rules") of the Contest, a copy of which are attached hereto as Schedule A. If a conflict exists between the terms of this Agreement and the Rules, the terms of this Agreement will prevail;
2. I forever release TransLink and its subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees and representatives and hold them harmless for any loss, harm, damages, cost or expense arising out of my participation in the Contest, any breach of the Rules of the Contest, participation in any Contest-related activity, any breach of this Agreement, or the acceptance, use, or misuse of the Prize including, without limitation, costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom;
3. I assume liability for injuries caused or claimed by participating in the Contest, or by the acceptance, possession, use of, or failure to receive my Prize; and
4. I consent to the use and re-use in perpetuity of my name, image, likeness, voice, biography, city/town of residence and comments, in any and all medium now known or hereafter devised, for promotional, advertising and publicity purposes and in connection with or separate from the Contest and the promotion and exploitation thereof.

I declare that:

- (i) I am resident in British Columbia;
- (iii) I had reached the age of nineteen years by September 15, 2014;
- (iv) I am not an employee of TransLink, or any of its subsidiaries or contractors, nor am I am family member or a household member of an employee of TransLink, its subsidiaries or contractors; and
- (vi) I have carefully read all of the foregoing and the Rules, I fully understand the contents of this Agreement and the Rules and I have executed this Agreement of my own free will.

Dated at _____, British Columbia this _____ day of September, 2014.

Name of Winner

Signature of Winner

SCHEDULE A
Find the Owl Contest
Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ENTERING THE TRANSLINK FIND THE OWLCONTEST (THE "CONTEST"), THE ENTRANT 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 PARTICIPATING IN 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, and (b) 19 years of age or older.

Employees of the South Coast British Columbia Transportation Authority ("TransLink"), its subsidiaries and its 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 18, 2014 at 9 a.m. Pacific Daylight Time (PDT) and all entries must be received by 11:59 p.m. Pacific Daylight Time (PDT) on September 15, 2014. Late entries will be rejected.

To participate, entrants must visit the translink.ca service change section of the website, find and click the owl icon, and fill out the online entry form with the entrant's full legal name and daytime telephone number. Only one entry per person per day will be accepted; all subsequent entries will be disqualified. Entries received by any other method will not be accepted.

Each submission must be the property of the entrant. The entrant 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 three three-zone monthly transit passes.

SELECTION OF WINNING ENTRIES AND WINNER NOTIFICATION

The winning entries will be chosen randomly from all qualified entries on September 16, 2014.

Contest Winner Agreement

The selected winners will be notified by TransLink within 48 hours of the draw via the phone number given by the entrant at the time of entry.

The selected winners will be required to acknowledge via phone his/her receipt of the notification of eligibility for the prize. If no response is received by TransLink within two (2) business days of initial 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, the selected winner must:

- (a) First correctly answer, unaided, a time-limited, mathematical skill-testing question;
- (b) Sign a release form, in a form acceptable to TransLink; and
- (c) Consent to their name, city and likeness to be used in any promotional materials, advertising, news releases or photography as deemed appropriate by TransLink for promotion.

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 reserve 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 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.