

TRANSLINK

INVICTUS GAMES 2025 CONTEST

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ENTERING THE TRANSLINK INVICTUS GAMES TICKET GIVEAWAY CONTEST (THE “**CONTEST**”), THE ENTRANT AGREES TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED IN THESE CONTEST RULES. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THESE CONTEST RULES, 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.

SPONSOR

The sponsor of the contest is TransLink, with an address at 400 – 287 Nelson’s Court, New Westminster, BC, V3L 0E7.

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 February 6, 2025 at 4:45 p.m. Pacific Standard Time (PST) and all entries must be received by 11:59 a.m. PST on February 7, 2025 (the “**Contest Period**”). All entries received after the Contest Period will be disqualified.

NO PURCHASE NECESSARY. To participate, entrants must follow @TransLink on Instagram, like and share the Instagram giveaway post, and tag another Instagram account in the comments.

Only one entry per person will be accepted; additional entries will be disqualified. Entries received by any other method will not be accepted. Entries generated by script, macro, robotic, programming, or any other automated means are prohibited and will be disqualified.

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 entrant's or 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 two tickets (\$100 value) to the opening ceremony of the Invictus Games 2025.

All prizes are non-transferable and non-assignable. Prizes must be accepted as awarded and cannot be substituted or redeemed for cash. Prize winners are not entitled to any monetary difference between actual prize value and stated approximate prize value, if any.

SELECTION OF WINNING ENTRIES AND WINNER NOTIFICATION

Two winners shall be selected as follows:

On or about February 7, 2025 in North Vancouver, British Columbia, two entrant(s) will be selected by a random draw from all eligible entries received during the Contest Period.

The odds of being selected as a potential winner are dependent upon the number of eligible entries received by TransLink during the Contest Period.

The selected winners will be notified by TransLink within 48 hours of the draw via Instagram direct message provided by the entrant at the time of entry. The selected winner(s) must respond via email within two (2) business days of initial notification. If no response is received by TransLink within two (2) business days of initial notification, the winner will be disqualified, the prize will be forfeited and another

entrant from the remaining eligible entries for a prize draw will be selected until a winner successfully responds to the notification (except in the case of gift certificate/card prizes, where only up to two redraws will be made for each gift certificate/card prize).

If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest rules, there will be a random draw amongst all eligible prize claimants after the end of the Contest Period to award the correct number of prizes.

To be declared a winner, the selected winner must:

- (a) First correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question;
- (b) Sign and return a declaration and release form, in a form acceptable to TransLink in its sole discretion (the “**Release**”), confirming compliance with these Contest rules and acceptance of the applicable prize as offered and acknowledging the non-responsibility of TransLink, its subsidiaries, and their respective employees, directors, officer, representatives and agents with respect to liability, damage, injuries, accident, loss or misfortune relating to (i) participation in the Contest or any related activity, and (ii) acceptance, possession, use, or misuse of the applicable prize or any component thereof, to the extent permitted by law; and
- (c) Consent to his/her/their name, city and likeness to be used in any promotional materials, advertising, news releases or photography as deemed appropriate by TransLink for promotion.

If the selected winner fails to meet these conditions within 7 days of acknowledging his/her receipt of the notification of eligibility for the prize, the prize will be forfeited and another entrant may be selected from the remaining eligible entries for the applicable prize draw in TransLink’s sole discretion until such time as an entrant satisfies the terms and conditions set out in these Contest rules. Failure to comply with any other terms or conditions of these Contest rules may, at the sole discretion of TransLink, result in the winner’s disqualification and the forfeiture of their interest in the prize.

TransLink or TransLink’s representative will contact the prize winner(s) to coordinate the provision of the prize(s) within three (3) days once such winners have been successfully contacted and notified of their prize and fulfilled the requirements set out in these Contest rules. If prize winners are responsible for picking up their prize, they must do so by the deadline specified by TransLink or TransLink’s representative. Failure to do so may result in forfeiture of the prize.

GENERAL TERMS AND CONDITIONS

The Contest will be run in accordance with these Contest rules. Entrants must comply with these Contest rules, and will be deemed to have received and understood these Contest rules by submitting an entry.

TransLink will not, under any circumstances, be responsible for, or liable to, any entrant or any other person for:

- any erroneous, lost, damaged, late, incomplete, misdirected, deleted, defective, or altered Contest entries, regardless of the cause, but including, but not limited to, any failure of any website or platform on which the Contest is being run;
- any failure for any reason whatsoever of the selected entrant to receive a prize notification;
- any changes in email addresses after the Contest entries are submitted; and
- any computer, online, telephone, or technical malfunctions or errors that may occur, regardless of the cause.

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, address and jurisdiction of residence prior to awarding any prize.

TransLink may, at its sole discretion, alter, amend, suspend, or cancel this Contest or these Contest rules 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 from claiming a prize in this Contest.

By participating in this Contest, the entrant agrees to release, indemnify and hold harmless TransLink, its subsidiaries, and each of their respective directors, officers, employees, contractors, prize suppliers, agents, sponsors, administrators, licensees and representatives and hold them harmless from any and all losses, harm, damages, rights, claims, actions, costs or expenses of any kind (collectively, "Losses") arising out of, or in any way connected to, directly or indirectly, participation in this Contest, breach of these Contest rules, participation in any Contest-related activity, any breach of the Release, or the acceptance, possession, use, or misuse of any prize, including, without limitation, Losses in relation to personal injury, 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.

This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized. Any questions, comments or complaints regarding the Contest must be directed to TransLink.

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. If any provisions of these Contest rules are held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions hereof will remain in full force and effect.

PRIVACY

The personal information requested via the entry submission process is collected by TransLink for the management of its marketing, communications, and promotions programs, including administration of the Contest. This collection is done in accordance with s. 26(c) of the *Freedom of Information and Protection of Privacy Act* (British Columbia). Please direct any questions about this collection to the TransLink Privacy Officer at privacy@translink.ca.