



**CARPOOL WEEK 2012**  
**The “Sign-up Contest” & “Carpool Group Contest”**  
**OFFICIAL RULES**

1. **HOW TO ENTER:** No purchase necessary. Contest begins at 12:01 a.m. EST on Wednesday, February 1, 2012 and ends at 11:59 p.m. EST on Wednesday, February 12, 2012 (“Contest Period”). To enter the Sign-up Contest create and activate an account on CarpoolZone.ca by completing all fields in the registration form, unless indicated as optional, and by clicking the activation link sent to the email address you provide during registration. All entries must be received during the Contest Period. One entry per person. To enter the Carpool Group Contest you must be part of an active carpool group and notify Smart Commute Markham, Richmond Hill (“Sponsor”) of the full name of each group member. The Sponsor will create the group on CarpoolZone.ca. Each group member must have an active account on CarpoolZone.ca prior to notifying the Sponsor.
2. **ELIGIBILITY:** Only employees or students affiliated with a Smart Commute Markham, Richmond Hill workplace that are legal residents of Ontario and are 18 years of age and older are eligible to enter this contest. Employees or representatives of Metrolinx, The Ministry of Transportation, or Smart Commute TMAs are not eligible to win. To be eligible for the Carpool Group Contest each member of the carpool must have an active CarpoolZone.ca account within their dedicated company subgroup. A carpool group must have a minimum of 2 and a maximum of 5 persons.
3. **DRAWING:** A random draw will be held for both the Sign-up Contest and the Carpool Group Contest on or about Monday, February 13, 2012 from all eligible entries received. Selected entrants will be notified by e-mail or phone within two business days of the draw. The odds of winning depend upon the number of eligible entries received. Return of any prize notification as undeliverable may result in disqualification and selection of an alternate eligible entrant at Sponsor’s sole discretion. If the selected entrant cannot be contacted within 5 business days of the first attempt to contact him or her, the prize may be forfeited and awarded to an alternate entrant at Sponsor’s sole discretion.
4. **PRIZE:** For the Sign-up Contest there are up to four \$50 iTunes card prizes available to be won. For the Carpool Group Contest, one group can win a \$1000 Ticketmaster and Esso prize package. Package includes a \$150 Ticketmaster card and a \$50 Esso card per member up to 5 members. Limit of \$200 prize value per person. Prizes are not transferable, must be accepted as awarded and cannot be substituted, whether in cash or otherwise. Prizes will only be awarded to verified winners.
5. **RELEASES:** Before being declared a winner, selected entrant will be required to sign in person a Declaration of Compliance with the Contest Rules and Release of Liability, releasing Sponsor to this Contest from any liability in association with this Contest or the prize.
6. **PRIVACY:** By accepting a prize, the winner agrees to use by Sponsor of his/her name, address (city/province), likeness, and/or prize information for promotional purposes in any medium, whether now known or hereafter developed, including but not limited to any Internet-based medium, at any time and in perpetuity, without additional compensation or notice.
7. **LIMITATIONS OF LIABILITY:** Without limiting the release provided in Rule 5 above, by entering this Contest entrants agree that Releasees will not be responsible or liable for: (a) late, lost, stolen, damaged, garbled, incomplete, misdirected, or undeliverable email other communications; (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of

information, whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines or data corruption; (c) theft, destruction, unauthorized access to or alteration of entry materials; (d) any injuries, damages, or losses to any person or property resulting in whole or in part, directly or indirectly, from participation in this Contest (including, without limitation, damage to any computer system resulting from accessing or downloading information related to this Contest) or any Contest-related activity or from the acceptance, possession, participation in, use or misuse of a prize; or (e) electronic communications that are undeliverable and/or redirected from an individual's email inbox as a result of any form of active or passive filtering of any kind, including but not limited to spam filtering, or insufficient space in entrant's email account to receive email messages.

8. **GENERAL:** Contest is subject to all applicable federal, provincial, municipal and local laws. By entering the Contest, entrants agree to comply with these Official Rules and the decisions of the Sponsor and/or the independent judging organization, whose decisions are final and binding in all matters related to this Contest. Entrants who have not complied with these Official rules are subject to disqualification. Sponsor reserves the right, at its sole discretion and without prior notice, to modify, cancel, terminate or suspend this Contest should any virus, bug, worm, trojan horse, technical failures, unauthorized human intervention, or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Contest. Paragraph headings are for convenient reference only and are not to affect the interpretation of these Official Rules. No correspondence will be entered into except with potential winners or as otherwise in compliance with Rule 6 above. If any provision of these Official Rules is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of these Official Rules.

In the event of a dispute regarding the identity of the person who submitted an online entry, the entry will be deemed submitted by the authorized account holder of the email address submitted on the official online entry form. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization or person that is responsible for assignment email addresses for the domain associated with the submitted email address. A selected entrant may be required to provide Sponsor with proof that s/he is the authorized account holder of the email address associated with the selected entry.

Sponsor reserves the right in its sole discretion to disqualify, from this Contest and any future Contest or other promotion conducted by Sponsor, any individual that it finds or believes to be tampering with the entry process or operation of the Contest or Contest Website; to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.