

**Metrolinx 2024 Niagara Falls Winter Getaway Contest**  
**(the “Contest”)**

**OFFICIAL CONTEST RULES (“Rules”)**

1. **CONTEST DESCRIPTION:** In this Contest, participants will have a chance to win one (1) grand prize of a winter getaway to Niagara Falls for two people. One (1) winner will be selected randomly and will have to complete a skill-testing question and sign a release in order to win the Prize (as defined below).
2. **HOW TO ENTER: NO PURCHASE NECESSARY.** Contest begins at 9:00am Eastern Standard Time (“EST”) on January 7, 2025 and ends at 11:59pm EST on January 20, 2025 (“Contest Period”). To enter the Contest, Eligible Participants (as defined below) must sign up to receive marketing communications from Metrolinx for one (1) entry.
3. **ELIGIBILITY:** To be eligible to enter, you must be a legal resident of Ontario who has reached the age of majority at the time of entry (“Eligible Participant”). Employees and representatives of Metrolinx (the “Sponsor”), the Ontario Ministry of Transportation, Niagara Falls Tourism, Niagara Parks, Embassy Suites Hotel, suppliers of materials and services related to this Contest, and any individual who resides in the same household with such persons are not eligible to enter or to win the Contest.
4. **PRIZE:** There is a total of one (1) prize to be awarded in this Contest. There is one (1) grand prize, to be handed out to one (1) winner, which is a one-night, two-day winter getaway to Niagara Falls for two people (the “Prize”).

The Prize shall consist of:

- 1 night stay at the Embassy Suites by Hilton Niagara Falls Fallsview Hotel in a King-Sized Bed Fallsview room for two (2) people on any day from Sunday to Thursday between January 26<sup>th</sup>, 2025 and March 27<sup>th</sup>, 2025, excluding all Fridays and Saturdays and the following blackout dates: February 16, 18, 19, March 9-13, 2025;
- 1 lunch for two people at Niagara Parks Table Rock Bistro which includes one main entree, one dessert and one non-alcoholic beverage, per person, two people max; inclusive of taxes and gratuities;
- 1 dinner at Table Rock House Restaurant for two people which includes selections from a Prix-Fixe menu which consists of a starter, main entrée and dessert and one non-alcoholic beverage per person, two people max; inclusive of taxes and gratuities subject to a limit of \$100/person;
- One (1) voucher for lunch for two at TGI Fridays, in the Embassy Suites by Hilton Niagara Falls Fallsview Hotel, which excludes alcoholic beverages and is subject to a limit of \$150 total.
- One (1) voucher for breakfast for two (2) people at Embassy Suites Hotel by Hilton Niagara Falls Fallsview Hotel, excludes alcoholic beverages;
- Two Niagara Parks Wonder Passes (one for the contest winner, and one for a guest) which provide admission to four (4) premier attractions in Niagara Falls, including:

- (1) Journey Behind the Falls
- (2) Niagara Parks Power Station + Tunnel
- (3) Butterfly Conservatory
- (4) Floral Showhouse;
  - o 2-day unlimited Incline Railway to Fallsview hotel area, for two (2) people;
  - o 2-day unlimited hop-on, hop-off on WEGO bus transportation in Niagara Falls, including transportation from and to the Niagara Falls GO station, for two (2) people;
- Return transportation on GO Transit from any GO station to Niagara Falls GO Station for two (2) people.

The winner will be contacted via email by Metrolinx and will be provided with instructions on how to redeem the Prize after submitting all required information and the Declaration and Release Form as stated in Section 6 of the Rules.

Quantity available and approximate retail value of the Prizes: One (1) grand has an approximate retail value of \$1,096.00 CAD, in total.

The Prizes awarded cannot be transferred or sold to any other person and must be accepted as awarded. Sponsor reserves the right at its sole discretion to substitute any Prize for one of equal or greater monetary value if a Prize described above cannot be awarded for any reason.

Winner and the winner's guest(s) must abide by all applicable policies of the hotel, restaurant and attraction facility including any rules and regulations related to COVID-19. Sponsor reserves the right to require the return of the full or partial Prize from any winner or winner's guest who Sponsor or hotel's, restaurant's or attraction facility's personnel deem, in their sole discretion, may be intoxicated, be a safety risk, have violated any applicable policy or law, or bring the Sponsor into disrepute. Sponsor is not responsible if any of the hotel, restaurant, attraction facility or any portion thereof are closed or unavailable for whatever reason.

5. PRIZE DRAW: The one (1) winner will be selected randomly from all Eligible Entries received during the Contest Period from Eligible Participants. The selection will take place at Metrolinx corporate offices at 10 Bay St. Toronto, ON M5J 2S3 at 10:00AM EST on January 21, 2025. The odds of winning a Prize depend on the total number of Eligible Entries received during the Contest Period from Eligible Participants.
6. HOW TO CLAIM THE PRIZE AND RELEASES: Before being declared winners and awarded a Prize, the potential winners will be contacted by email ("Contact") by the Sponsor shortly after the draw. The potential winner must confirm receipt of the Contact by return email by January 22, 2025 at 10:00AM EST. If a potential winner cannot be contacted or does not confirm receipt of the Contact from the Sponsor by January 22, 2025 at 10:00AM EST, or does not meet the requirements of the Rules, the Sponsor will follow the same process to select another Eligible Participant randomly. Before being declared a winner and awarded a Prize, each potential winner must first (i) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question and (ii) by January 23, 2025 at

10:00AM EST, sign and return to the Sponsor, a Declaration and Release Form releasing Sponsor, the Ontario Ministry of Transportation, Niagara Falls Tourism, Niagara Parks, Embassy Suites Hotel, and suppliers of materials and services related to this Contest, (the "Releasees"), from any liability in association with this Contest or the Prize. Once the winners have been confirmed, the Sponsor will provide details to each on how to receive their Prize. Each winner and winner's guest may be required to sign a publicity and liability release prior to accepting and claiming the Prize.

7. PRIVACY: Metrolinx is collecting your personal information under the authority of the *Metrolinx Act, 2006*, for the purposes of administering the Contest. Your personal information will be protected pursuant to the *Freedom of Information and Protection of Privacy Act*. Questions about how we manage your personal information should be addressed to the Manager, Customer Care, Metrolinx, 20 Bay St, Suite 600, Toronto, ON M5J 2W3, (416) 869-3600. For more information, visit the Metrolinx Privacy Page: <https://www.metrolinx.com/en/privacy-policy>.
8. LIMITATIONS OF LIABILITY: Without limiting the release provided in Rule 6 above, by entering this Contest participants agree that Releasees will not be responsible or liable for: (a) late, lost, stolen, damaged, garbled, incomplete, misdirected, or undeliverable email, phone, or other communications; (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmissions 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 or redirected from an individual's email inbox or voicemail 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 participant's email account to receive email messages or voicemails.

GENERAL: Contest is subject to all applicable federal, provincial, and municipal laws. By entering the Contest, participants agree to comply with these Rules and the decisions of the Sponsor, whose decisions are final and binding in all matters related to this Contest. Participants who have not complied with these 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 reference only and are not to affect the interpretation of these 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 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 Rules.

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, to be acting in violation of these Rules, or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL OR 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.

For French Terms and Conditions, visit:

[https://assets.metrolinx.com/image/upload/Documents/GO/Contest\\_Rules\\_Niagara\\_Falls\\_Winter\\_Contest\\_FR.pdf](https://assets.metrolinx.com/image/upload/Documents/GO/Contest_Rules_Niagara_Falls_Winter_Contest_FR.pdf)