

VELD MUSIC FESTIVAL CONTEST 2024
(“the Contest”)
OFFICIAL CONTEST RULES (“Rules”)

1. CONTEST DESCRIPTION

In this Contest, participants will have a chance to win a pair of 3-day VIP Festival Passes to the Veld Music Festival Contest 2024 taking place at Downsview Park in Toronto from Aug 2 to 4, 2024, between 2pm and 11pm across all three days.

2. KEY DATES

The Contest begins on July 16, 2024 at 12:00am EST and ends on July 23, 2024 at 11:59pm EST (“Contest Period”).

3. ELIGIBILITY

To be eligible to enter, you must be a legal resident of Ontario and must be eighteen (18) years of age or older (“Eligible Participants”). Employees, agents and representatives of Metrolinx (the “Sponsor”), the Ontario Ministry of Transportation, VELD Music Festival Inc., the prize suppliers, the advertising/promotion agencies and any other individuals or entities involved in the development, production, implementation, administration or fulfilment of the Contest (collectively, “Contest Parties”), and any individuals (whether or not related) living at the same address of such employees, agents or representatives, are not eligible to enter or to win the Contest.

4. AGREEMENT TO BE LEGALLY BOUND BY RULES

By participating in the Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Contest Rules (the “Rules”).

5. HOW TO ENTER

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. To enter the Contest, Eligible Participants must sign up to receive marketing communications from Metrolinx for one (1) entry. One (1) bonus entry will be accepted for Eligible Participants who also sign up to receive marketing communications from UP Express through the relevant links listed below.

gotransit.com/veld

There is a limit of two (2) entries per person. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) exceed any of the limits stated in these Rules; (ii) use multiple names, identities, and/or use any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt the Contest; and/or (iii) disrupt or participate in the Contest in any other fraudulent or misleading way, then they may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties and each of their respective agents, employees, directors, officers, successors, and assigns (collectively, the “Released Parties”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible entries, and/or any other Contest-related information (collectively, “Contest-Related Information”), all of which are void.

An entry may be rejected if, in the sole and absolute discretion of the Sponsor (i) the entry is not submitted and received in accordance with these Rules during the Contest Period, and/or (ii) the entry is not in compliance with these Rules, all as determined by the Sponsor in its sole and absolute discretion.

6. DRAWING

On July 25 (the “Selection Date”) at Metrolinx corporate offices at 10 Bay St. Toronto, ON M5J 2S3 at 10:00AM EST, the Sponsor will perform a random draw from among all eligible entries submitted and received in accordance with these Rules to select the potential Prize (as defined in Section 8) winner. In addition to the other requirements set out herein, in order to be declared a winner, you must first correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question to be administered in the Sponsors declaration and release form, or by other means, as determined by the Sponsor in its sole and absolute discretion. The odds of winning depend on the number of eligible entries submitted and received in accordance with these Rules. The

Sponsor or its designated representative will make a minimum of two (2) attempts to contact the potential winner within two (2) business days of the Selection Date via telephone and/or email. A potential winner is solely responsible for ensuring they are able to receive such notification messages, monitoring for such notification messages and following all instructions contained in such notification messages, failing which, they may be disqualified (as determined by the Sponsor at its sole and absolute discretion).

7. VERIFICATION

You and your Contest-Related Information are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor, including, without limitation, government-issued photo identification): (i) for the purposes of verifying an entrant's eligibility to participate in the Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Contest-Related Information and/or other information entered (or purportedly entered) for the purposes of the Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering the Contest in accordance with the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of the Contest will be the official time-keeping devices used by the Sponsor.

8. PRIZES

The following prize (a "**Prize**") is available in the Contest:

There is one (1) prize available to be won consisting of a pair (2) of 3-day VIP Festival Passes to the VELD Music Festival 2024 with an approximate retail value of \$521 CAD.

The following general conditions apply to the Prize: (i) the Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at the Sponsor's option; (iii) the Sponsor reserves the right to substitute the Prize in whole or in part in the event that all or any component of such Prize is unavailable with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole and absolute discretion, a cash award; (iv) all characteristics and features of the Prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion; and (v) the Prize winner is solely responsible for all costs not expressly described herein.

9. ELIGIBLE WINNER CONFIRMATION PROCESS AND RELEASE

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THEM AS A WINNER IN ACCORDANCE WITH THESE RULES.

Before being declared a winner and awarded a Prize, selected entrants will be required to sign and return to Sponsor, prior to the deadline to be provided by Sponsor, a Declaration and Release form that, among other things, releases the Released Parties from any liability in association with the Contest and the Prize. If a potential Prize winner: (i) cannot be contacted within ten (10) business days of the Sponsor's first attempt to contact them; (ii) is determined to have failed to correctly answer the skill-testing question; (iii) fails to return the properly executed Contest documents, as applicable, within the specified time; (iv) cannot or is unwilling to accept the applicable Prize as awarded for any reason; and/or (v) is determined to be in violation of these Rules; all as determined by the Sponsor in its sole and absolute discretion, then they will be disqualified and will forfeit all rights to the applicable Prize, and the Sponsor reserves the right, but for certainty, is under no obligation, in its sole and absolute discretion and time permitting, to select an alternate potential winner in accordance with the procedure outlined herein, with the necessary amendments, in which case the foregoing provisions of this section shall apply to such newly selected potential winner.

Without limiting any of the foregoing, by accepting a Prize, the applicable winner hereby: (i) confirms that they have read, understood and are in compliance with these Rules; (ii) grants all consents required, and authorizes the Sponsor to publish, reproduce and/or otherwise use their name, address, voice, statements about the Contest and/or photograph or other likeness in perpetuity throughout the world without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the Internet (iii) accepts the applicable Prize, as awarded; (iv) releases the Released Parties from any and all liability in connection with this Contest, their participation therein and/or the awarding and use/misuse of the

applicable Prize or any portion thereof; and (v) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from any use of a Prize.

10. The Contest is in no way sponsored, endorsed or administered by, or associated with Meta Platforms (e.g., Facebook, Instagram etc.) is completely released of all liability by each entrant in the Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Facebook.

11. PRIVACY

By entering this Contest, you expressly consent that any personal information provided to or collected by the Sponsor or its agents and/or representatives, including but not limited to your contact information, is collected pursuant to the *Metrolinx Act, 2006* and is intended to be used for the following principle purposes: to conduct and administer the Contest by the Sponsor or its agents and/or representatives, including, but not limited to the awarding of a Prize and referring to such personal information in voice messages or other messages left for you; and upon opting in, to provide you with electronic promotional or advertising notifications, offers or contests, conducted by the Sponsor and to comply with legal requirements. The Sponsor's handling of all personal information is governed by the *Freedom of Information and Protection of Privacy Act* and the Sponsor's privacy policy (available at: <https://www.metrolinx.com/en/privacy-policy>). Questions regarding the collection of personal information, should be addressed to Metrolinx's Privacy Office at privacyoffice@metrolinx.com. For clarity, this section does not limit any other consent(s) that you may provide the Sponsor or others in relation to the collection, use and/or disclosure of your personal information.

12. LIMITATIONS OF LIABILITY

Without limiting the release provided in Section 12 or any other provision hereof, by entering the Contest, you agree that the Released Parties will not be responsible or liable for: (i) late, lost, stolen, damaged, garbled, incomplete, misdirected, or undeliverable email other communications; (ii) 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 device or transmission line or data corruption; (iii) any injuries, damages or losses to any person or property resulting in whole or in part, directly or indirectly, from participation in the Contest (including, without limitation, damage to any computer system resulting from accessing or downloading information related to the Contest) or any Contest-related activity or from the acceptance, possession, participation in, use or misuse of a prize; or (iv) electronic communications that are undeliverable and/or redirected from an 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 their email account to receive email messages.

13. GENERAL

This Contest is subject to all applicable federal, provincial, municipal and local laws. By entering the Contest, you agree to comply with these Rules and the decisions of the Sponsor whose decisions are final and binding in all matters related to the Contest. Entrants who have not complied with these Rules are subject to disqualification. The Sponsor reserves the right, at its sole and absolute discretion and without prior notice, to modify, cancel, terminate or suspend the Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever, including, without limitation, if a virus, bug, worm, trojan horse, technical failures, unauthorized human intervention, or other cause beyond the Sponsor's control corrupts or affects the administration, security, fairness or proper conduct of the Contest.

In the event of a dispute regarding the identity of the person who has submitted an entry, the entry will be deemed submitted by the Authorized Account Holder (as defined below) of the email address associated with the entry. For the purposes of these Rules, "**Authorized Account Holder**" means 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. You may be required to provide the Sponsor with proof that you are the Authorized Account Holder of the email address associated with the selected entry.

The Sponsor reserves the right in its sole and absolute discretion to disqualify, from the Contest and any future contest or other promotion conducted by the Sponsor, any individual that it finds or believes to be: (i) tampering with the entry process or operation of the Contest; or (ii) to be acting in violation of these Rules, 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 THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law. Further, the Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance of any entrants, Contest-Related Information and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, the Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to the Contest.