

**Smart Commute Week 2011**  
(the "Contest")

**OFFICIAL RULES**

**Agreement to Official Rules**

Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Regulations which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling requirements set forth herein.

1. **HOW TO ENTER: NO PURCHASE NECESSARY.** Contest begins at 9:00 a.m. ET on Monday, September 19, 2011 and ends at 9:00 a.m. ET on Monday, September 26, 2011 ("Contest Period"). To enter, visit [www.smartcommutemiss.ca/smartCommuteWeek.php](http://www.smartcommutemiss.ca/smartCommuteWeek.php), (the "Contest Website") and complete the online registration form. All required fields must be completed to validate your Contest entry. Participants must log in during the week of September 19 to 25, 2011, and log their commute to work to be entered in a draw for prizes. Limit: One entry per person or per email address. All entries must be received during the Contest Period. All fields on the entry form must be completed unless indicated as optional. Automated, programmed, scripted or robotic entries are prohibited.

2. **ELIGIBILITY:** Only employees or students affiliated with a Smart Commute workplace who are legal residents of Ontario and are 18 years of age or older are eligible to enter this contest. Employees or representatives of Metrolinx, the Ministry of Transportation, Smart Commute TMAs, VIA Rail, the Albert at Bay Suite Hotel, the independent judging organization, suppliers of materials and services related to this Contest, and any member of the immediate family (defined as parents, siblings, children, or spouses) or household (whether related or not) of such employees, or representatives are not eligible to enter or to win.

In order to Register for the grand prize, VIA Rail trip to Ottawa, participants must "give permission" to share your registration information to Metrolinx. For complete Rules & Regulations pertaining to the VIA Rail grand prize visit [www.smartcommute.ca](http://www.smartcommute.ca)

3. **DRAWING:** A random draw will be held on or about Monday, October 3, 2011 from all eligible entries received. Selected entrant will be notified by e-mail or phone within two business days of the draw. In order to be declared a winner. The odds of winning depend upon the number of eligible entries received. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate eligible entrant, at Smart Commute Mississauga's sole discretion. If the selected entrant cannot be contacted within five business days of the first attempt to contact him or her, or does not complete the Release form described in Rule 5 below, the prize may be forfeited and awarded to an alternate entrant at Smart Commute Mississauga's sole discretion.

4. **PRIZE:** There are two prizes available to be won consisting of a) two nights accommodation on Friday, February 10 and Saturday, February 11, 2012, in a standard suite for two people at the Albert at Bay Suite Hotel in Ottawa, Ontario. The prize also includes return travel between Toronto and Ottawa for two people on Via Rail (economy class). Transfers to/from the VIA Station, meals and other travel expenses are not included. Approximate retail value is \$600.00 and b) Phillips Portable DVD Player. Approximate retail value is \$150.00. Prizes are not transferable, must be accepted as awarded, and cannot be substituted, whether in cash or otherwise. Smart Commute Mississauga's reserves the right to substitute a prize of equal or greater monetary value if a prize, or any component of a prize, cannot be awarded as described above for any reason. Prizes will only be awarded to verified winners. Limit one prize per person or household.

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 Metrolinx, the Ontario Provincial Government and its Ministries, Smart Commute TMAs, VIA Rail, the Albert at Bay Suite Hotel, the independent judging organization, and suppliers of materials and services related to this Contest (collectively, the "Releasees"), from any liability in association with this Contest or the prize.

6. **PRIVACY:** Pursuant to Section 39(2) of the *Freedom of Information and Protection of Privacy Act*, you are hereby notified that by entering this Contest, personal information relating to you is being collected for the purpose of participating in promotional activities. Questions about this collection should be addressed to the Freedom of Information Coordinator at 20 Bay Street, 6th Floor, Toronto, Ontario M5J 2W3, 416.869.3600 or 1.888.438.6646. By accepting a prize, the winner agrees to use by Smart Commute Mississauga's 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. Smart Commute Mississauga's handling of all personal information is governed by the Freedom of Information and Protection of Privacy Act.

Smart Commute Mississauga does not and will not disclose or sell your personal information to other public bodies, individuals, or private organizations except as authorized by you or the relevant legislation. [Privacy Statement](#)

**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. Smart Commute Mississauga 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 Smart Commute Mississauga'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 Smart Commute Mississauga with proof that s/he is the authorized account holder of the email address associated with the selected entry. Smart Commute Mississauga reserves the right in its sole discretion to disqualify, from this Contest and any future Contest or other promotion conducted by Smart Commute Mississauga, 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.