

The 407 ETR “Log in to Win” Sweepstakes Draw (the “Draw”) Official Draw Rules & Regulations

407 ETR Concession Company Limited (the “**Sponsor**”) is offering the 407 ETR ““**Log in to Win**” **Sweepstakes Draw** (the “**Draw** ”) starting at 12:00 a.m., Eastern Standard Time, on **March 1, 2019** and ending at 11:59 p.m. Eastern Standard Time, on **April 30, 2019**(the “**Contest Period**”) subject to and upon the following Rules and Regulations:

1) Eligibility

No purchase necessary to enter or win.

The Draw is only open to residents of Ontario, Canada, who have reached the age of majority in Ontario and whose 407 ETR account does not have an outstanding balance of more than 120 days (“**Eligible Person(s)**”). Eligible Persons exclude individuals with a direct or indirect interest in 407 ETR, such as employees, officers, directors, shareholders, agents and marketing contractors of the Sponsor, or individuals that normally live with them.

2) How to Enter the Draw:

Eligible Persons can enter the Draw in the following manner:

(i) Any Eligible Person that logs into their 407 ETR web account at www.407etr.com during the Contest Period will be automatically entered into the Draw. Eligible Persons can qualify up to two (2) times if they log in once per month during the Contest Period. Multiple log ins per month will not result in multiple entries. Only one entry per account per month will be valid; or

(ii) Any Eligible Person may enter the Draw by writing a 250 word essay on “Why I feel 407 ETR is Fast, Safe and Reliable” and mailing it to 6300 Steeles Avenue West, Woodbridge Ontario L4H 1J1 Attention: Communications and Government Relations. Limit of two (2) mail-in entries per Eligible Person. Each mail-in entry must be mailed in an envelope bearing sufficient postage and must be received no later than 11:59 p.m. Eastern Standard Time on **April 30, 2019** (the “**Draw Closing Date**”); or

(iii) Any Eligible Person that is signed up for pre-authorized payment by the Draw Closing Date will be automatically entered into the Draw. Eligible Persons can qualify only once by signing up for pre-authorized payment; or

(iv) Any Eligible Person that is signed up for paperless billing by the Draw Closing Date will be automatically entered into the Draw. Eligible Persons can qualify only once by signing up for paperless billing.

Regardless of the form of entry, a maximum of six (6) entries per Eligible Person will be accepted during the Contest Period for entry into the Draw. No entries will be accepted following the Draw Closing Date.

By accepting the prize, the winner consents, to the extent permitted by law, to the use of his or her name, image, voice, likeness, city of residence and/or photographs (collectively “**Personal Information**”) without compensation in any publicity or advertising carried out in any medium worldwide by the Sponsor and/or its advertising or promotional agencies without limitation or further notification or compensation.

3) DRAW ENTRIES:

All entries become the property of the Sponsor and none will be returned. The Sponsor shall not bear or assume any liability for (a) Draw entries which are lost, stolen, delayed, damaged, destroyed, illegible,

incomplete, improperly completed, or submitted through illicit means, (b) the loss, theft or misuse of the prize, or (c) any property damage, personal injury or misfortune in any way attributable to the Draw or the prize.

4) THE PRIZE: The prizes are comprised of:

- One (1) prize of one (1) year of free travel on Highway 407 ETR (defined below) and one (1) prize of one (1) ClubLink Players Club Ultimate membership. 407 ETR travel is **for one (1) light personal vehicle plate** for the period of June 1st, 2019 – May 31st, 2020 (the “Award Period”), with an approximate retail value of \$2,500.00 (actual prize value will vary based on total amount of kilometres traveled). The light personal vehicle plate may not be used for commercial purposes for travel on Highway 407 ETR at any time during the Award Period. Approximate retail value of ClubLink Players Club Ultimate membership is \$2,995.00. Details and restrictions for ClubLink Players Club Ultimate membership are available at <https://playersclub.clublink.ca/membership/categories/>.
- Ten (10) prizes of one (1) one hundred (100) free kilometres of travel on Highway 407 ETR and one (1) ClubLink Players Club Premium memberships. The 407 ETR travel credit will be awarded to one personal vehicle account at the rate of 57.63 cents per kilometre. Credit will be applied to the selected winner’s bill within two months. Approximate retail value of ClubLink Players Club Premium membership is \$299.00. Details and restrictions for ClubLink Players Club Premium membership are available at <https://playersclub.clublink.ca/membership/categories/>.
- Three (3) prizes of one (1) one hundred (100) free kilometres of travel on Highway 407 ETR and one (1) ClubLink Muskoka getaway. The 407 ETR travel credit will be awarded to one personal vehicle account at the rate of 57.63 cents per kilometre. Credit will be applied to the selected winner’s bill within two months. Muskoka getaway prize of one (1) single night stay at Rocky Crest Golf Resort. Valid Sunday to Thursday only. Can be booked up to thirty (30) days in advance.
- Five (5) prizes of one (1) one hundred (100) free kilometres of travel on Highway 407 ETR and One (1) Glen Abbey brunch voucher for a group of four (4). Brunch voucher is valid on Sundays only. The 407 ETR travel credit will be awarded to one personal vehicle account at the rate of 57.63 cents per kilometre. Credit will be applied to the selected winner’s bill within two months. Gratuities not included. Approximate retail value of \$165.

“Highway 407 ETR” stretches east to west, approximately 108 kilometres from the junction of the Queen Elizabeth Way (QEW) and Highway 403 in Burlington to Highway 7 and Brock Road (Durham Regional Road 1) in Pickering. Any travel on the Province’s Highway 407, including Highway 412, will be subject to tolls and fees.

5) DRAW AND DRAW DATE: The Draw will consist of a random draw which will take place by **May 10, 2019** at about 10:30 a.m.(Eastern Standard Time) from all eligible entries received by the Sponsor by the Draw Closing Date. Selected entrants will be notified by telephone and/or email within three (3) business days of the Draw. If a selected entrant cannot be contacted in a timely fashion, as determined by 407 ETR in its sole and unfettered discretion, or if, for any other reason, the prize cannot be awarded, another draw entry will be randomly selected until the prize has been awarded. By entering, you agree that if you are a selected entrant that is disqualified, and the prize is forfeited for any reason, the Sponsor shall be fully and completely released and discharged from any and all liability or responsibility in this regard and that you will have no recourse against the Sponsor or anyone else involved in the Draw. Before being declared a winner, the selected entrant must first correctly answer a time-limited mathematical skill-testing question without mechanical or other assistance. In the event that the selected entrant is unable

to answer the skill-testing question correctly, the Sponsor may disqualify such entrant and randomly draw another eligible entry, and the Sponsor shall be fully and completely released and discharged from any and all liability or responsibility in this regard and the disqualified entrant will have no recourse against the Sponsor or anyone else involved in the Draw. Odds of winning depend on the total number of entries during the Contest Period. Decisions of the Sponsor are binding and final. Winners will be required to sign a standard declaration and release form: (1) confirming eligibility, and compliance with the Draw rules; (2) that the Sponsor can publicize the winner's Personal Information and acceptance of the prize in its promotional and advertising materials; and (3) releasing the Sponsor from any and all further responsibility with respect to the prize, its acceptance, receipt, possession, use or misuse. The prize must be accepted as awarded and are not divisible, transferable or redeemable for cash or credit. The Sponsor reserves the right to substitute the prize with a prize of equal or greater value.

6) DRAW ADMINISTRATION: In the event of a dispute, entries will be deemed to have been made by the person in whose name the 407 ETR account number is registered. The Sponsor shall not be liable for any human or technical errors that may arise or occur in connection with the online, electronic or computer hardware or software failures of any kind. THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY ENTRANT WHO UNDERMINES IN ANY MANNER THE LEGITIMATE OPERATION OF THE DRAW. The Sponsor may, in its absolute discretion, disqualify any individual found to be tampering with the administration of the Draw. If, for any reason, the Draw is not capable of running as planned, or if the administration, security, fairness, integrity, or proper conduct of the Draw is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering or attempting to tamper, unauthorized interventions, fraud, technical failures, or any causes beyond the Sponsor's control, the Sponsor reserves the right to cancel, terminate, modify or suspend the Draw, including cancellation of the method of entry and selection of the winner from previously received entries. Failure by any selected entrant to complete, sign and return any of the documents referred to above under the heading "Draw and Draw Date" within three (3) business days after notification is provided to the selected entrant, or the return of the prize documents as undeliverable, may result in forfeiture by the selected entrant of the prize and selection of an alternate winner. If a selected entrant cannot be contacted in a timely fashion, or if, for any other reason, the prize cannot be awarded, another Draw entry will be randomly selected by draw until the prize has been awarded. If a selected entrant is awarded the prize due to a system error, modification or defect, the prize will be returned to the Sponsor, to be re-awarded. Under no circumstances will the Sponsor, its shareholders, affiliates, independent contractors, and agents nor their respective directors, officers, employees and agents, be required to award more than an aggregate of one (1) prize as specified in these Rules and Regulations or award any prize, other than those so specified in accordance with these Rules and Regulations.

7) RELEASE AND INDEMNIFICATION: By participating in the Draw, entrants agree to release and indemnify the Sponsor and any of their respective shareholders, affiliates, agents and contractors, including advertising and promotional agencies, and their respective directors, officers, employees, and agents, from any and all losses, expenses (including legal fees, damages, and claims of any kind in connection with the Draw or resulting from the acceptance, possession or use of a prize, including without limitation, any loss, personal injury including death, property damage or claim based on publicity rights, defamation, or intrusion of privacy.

8) GOVERNING LAWS: The Draw is subject to all applicable laws of Ontario and the federal laws of Canada, and the jurisdiction of Ontario courts.