The Transponder Location Program Contest Rules

Definitions


“Award Period” means the period from February 1, 2021 to January 31, 2022, or as otherwise determined by 407 ETR in its sole discretion.

“Contest” means the 407 ETR Transponder Location Program Contest.

“Contest Period” means 12:00 a.m. (ET) on January 1, 2020, to 11:59 p.m. (ET) on December 31, 2020.

“Draw Closing Date” means 11:59 p.m. (ET) on December 31, 2020.

“Draw Date” means the period up to January 15, 2021 at 10:30 a.m. (ET).

“Eligible Person(s)” means a resident of Ontario, Canada, who has reached the age of majority in Ontario, and whose 407 ETR account does not have an outstanding balance of more than one hundred and twenty (120) days. Eligible Persons exclude individuals with a direct or indirect interest in 407 ETR, such as employees, officers, directors, shareholders, agents and marketing contractors of 407 ETR, or individuals that normally live with them.

“Highway 407 ETR” means the private toll road located in Ontario that extends 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. For clarity, Highway 407 ETR excludes the Province of Ontario’s Highway 407, Highway 412 and 418 (located east of Brock Road).

“Personal Information” means any information about an identifiable individual.

“Program” means the 407 ETR Transponder Location Program.

“Rules” mean the Transponder Location Program Rules as of December 31, 2019. The Rules may change at any time without notice to you. If important parts of the Rules change, we will notify you about them through our website or as we otherwise determine necessary.

1. How to Enter the Contest

No purchase necessary to enter or win.

407 ETR is offering the Contest to Eligible Persons during the Contest Period. Eligible Persons can enter the Contest in one of two ways:

(a) During the Contest Period or any prior contest period, any Eligible Person that: (i) orders a new 407 ETR transponder and opts-in to the Program; or (ii) has an existing 407 ETR transponder and opts-in to the Program; will be entered into the Contest
and any subsequent Contest(s), provided they have a registered and active transponder and are still in the Program at the time of the Draw Closing Date. Eligible Persons can qualify for up to one (1) entry per registered transponder during any one Contest Period. The maximum number of entries per Eligible Person will depend on the total number of registered transponders and opt-ins to the Program received by 407 ETR during the Contest Period. No entries will be accepted outside the Contest Period.

(b) In the alternative, any Eligible Person may enter the Contest 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: Marketing, Communications and Government Relations. Each mail-in entry must be mailed in an envelope bearing sufficient postage and must be received no later than the Draw Closing Date. Eligible persons can qualify for only one (1) mail-in entry during any one Contest Period. No entries will be accepted outside the Contest Period.

2. Publicity

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, photographs and/or other Personal Information, without notice or compensation of any kind whatsoever, in any publicity or marketing or advertising carried out in any medium worldwide by 407 ETR and/or its advertising or promotional agencies.

3. Entries

All entries become the property of 407 ETR and no entries will be returned. 407 ETR shall not bear or assume any liability for: (a) entries which are lost, stolen, delayed, damaged, corrupted, 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 Contest or the prize.

4. Prize

The prize consists of one (1) year of free travel on Highway 407 ETR for one (1) light personal vehicle plate for the Award Period. The prize has an approximate retail value of $2,500.00 CDN, although the actual prize value may vary based on total amount of kilometres travelled. 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. The nature or value of the prize awarded may change without notice to Eligible Persons entered into the Contest.

5. Draw

(a) Odds of winning will depend on the total number of entries during the Contest Period. The Contest will consist of a random Draw, which will take place by the Draw Date, from all eligible entries received by 407 ETR 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 reached in a timely fashion, as determined by 407 ETR in its sole 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.

(b) By entering, you agree that if you are a selected entrant that is disqualified, and the prize is forfeited for any reason, 407 ETR 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 407 ETR or anyone else involved in the Contest.

(c) 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, 407 ETR may disqualify such entrant and randomly draw another eligible entry. 407 ETR 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 407 ETR or anyone else involved in the Contest.

(d) **Decisions of 407 ETR are binding and final.** Winners will be required to sign a personal declaration and release form: (i) confirming eligibility, and compliance with the Contest Rules; (ii) expressly permitting 407 ETR to publicly communicate certain Personal Information of the winner and his or her acceptance of the prize; and (iii) releasing 407 ETR 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 is not divisible, transferable or redeemable for cash or credit. The 407 ETR reserves the right to substitute the prize with a prize of equal or greater value.

(e) Winners of the Contest will be posted on the Contest Winners page.

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. 407 ETR 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. **407 ETR reserves the right to seek damages from any entrant who undermines, in any manner, the legitimate operation of the Contest.** 407 ETR may, in its absolute discretion, disqualify any individual found to be tampering with the administration of the Contest. If, for any reason, the Contest or Draw is not capable of running as planned, or if the administration, security, fairness, integrity, or proper conduct of the Contest 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 407 ETR’s control, 407 ETR reserves the right to cancel, terminate, modify or suspend the Contest, 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 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 407
ETR, to be re-awarded. Under no circumstances will 407 ETR, 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 the Rules or award any prize, other than those so specified in accordance with the Rules.

7. Release & Indemnification

By participating in the Contest, entrants agree to release and indemnify 407 ETR 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 Contest 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 Law & Venue

The Contest is subject to the laws of the Province of Ontario and the federal laws of Canada, and the jurisdiction of Ontario courts.