

Metrolink's Sustainable Fashion Show Competition Competition Rules & Conditions

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. GENERAL INFORMATION:

Metrolink's Sustainable Fashion Show Competition (the "Competition") begins at 12:01AM PST (US) on February 23, 2024 and entries must be received by at 10:01 PM PST (US) on March 10, 2024, (the "Entry Period"). Participants enter via email address CPPContest@scrra.net. Up to thirty (30) will be selected by an internal panel of judges to be invited to showcase their original designs at Metrolink's Sustainable Fashion Show (the "Event") on April 19, 2024 (date and time subject to change). All designers must complete their finished design submissions in time for the Event and panel of judges will select the winners from each category.

2. PARTICIPANT AGREEMENT:

The Competition involves a submission whereby each participant will submit via email address CPPContest@scrra.net in either PDF, .jpg or .png format. Participant expressly agrees that you understand and agree to the rules. Registration for the Competition by each selected participant will constitute an affirmative agreement to the rules.

3. WHO CAN PLAY:

The Competition is void where prohibited by law and outside the counties listed below. The Competition is open only to natural persons who are legal residents of California and located within the counties of San Bernardino, Riverside, Ventura, Orange, Los Angeles and North San Diego to Oceanside who are age 16 or older. Minors must have written permission from a parent or legal guardian to participate in the Competition. Current or former employees of Metrolink and its subsidiaries, and other Sponsors ("collectively Competition Parties"), their parent companies, subsidiaries, affiliates, advertising or promotional agencies (including anyone who prepares and/or distributes Competition materials), and the immediate family members or persons living in the same household (whether related or not) of all the foregoing are not eligible to participate or win. The term "immediate family members" includes spouses, grandparents, parents, siblings, children and grandchildren.

The Competition is subject to all applicable federal, state, and local laws and regulations. By participating in the Competition, entrants agree fully and unconditionally to these Official Rules and decisions, which are final and binding in all matters related to the Competition. Eligibility to win a prize is contingent upon complying with and fulfilling all requirements set forth herein.

4. HOW TO ENTER:

Participants must email their submission to CPPContest@scrra.net with a completed Design Drawing Submission Form, Design Description Form, Image Release Form and Consent to Participate for Minors form, if applicable. All designs

and forms must be submitted in either .jpg or .png format. Please see section 8 for additional rules and conditions pertaining to design criteria. Multiple entries are accepted, but need to be submitted separately. All entries will be judged separately.

5. NOTIFICATION:

Metrolink will make up to four (4) attempts over the 72-hour period following the top participant's design selection to contact the designers via the email address associated with that participant's entry to invite the design to build and showcase their design at the Event. If such participant cannot be reached during the 72-hour period in which he/she is contacted, such potential design participant will be disqualified and an alternate design participant will be selected using the same criteria described above from among the remaining applicable eligible entries received. The return of a potential invitation or rejection of the invite by the designer will result in disqualification of the potential design participant and an alternate potential design participant may be selected pursuant to the criteria.

Metrolink reserves the right to modify the notification procedures in connection with the selection of any alternate potential winner, if any. With respect to the selected participant, the selected participant may be required to provide proof that the selected participant is the authorized account holder of the email address associated with the winning entry and is otherwise eligible to enter the Competition.

6. PRIZES:

Prize: A prize will be awarded to the top design of each category at the Event. Prizes will be announced in early April.

7. PRIZE CONDITIONS:

Except where prohibited by law, winning participant may be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release, and a Tax Acceptance Form ("Affidavit/Release"). Such documents must be signed and returned by the date and/or time indicated within such documents. If the documents are not signed and returned within that time, or if an entrant is found to be ineligible, or if an entrant does not comply with these Official Rules, each as determined by Metrolink in Metrolink's sole discretion, then winner participant will be disqualified.

Entrant waives the right to assert as a cost of winning a prize any and all costs of verification and redemption to redeem said prize and any liability which might arise from redeeming or seeking to redeem said prize. Metrolink is not responsible for fraudulent calls or emails made to entrants not by Metrolink. Eligibility, age, and claims made by prize winner is subject to verification prior to awarding of prizes. As noted above, the prize will be awarded and presented by Metrolink to the winning participant.

8. DESIGN RESTRICTIONS:

By submitting any design in connection with any Competitions or otherwise in connection with the Competition (each, a "Design Submission"), each entrant grants

the Competition Parties a perpetual, non-exclusive license to use his/her Design Submission, and acknowledges and agrees that the Competition Parties may use, or not use, entrant's Design Submission, or any part of it, in any manner, in any media, at any time, in their sole discretion, including in a commercial manner and in advertising and promotions, and entrant forever releases and discharges the Competition Parties from any liability associated with any such usage.

In addition to any other requirements set forth in these Official Rules, in order to be deemed eligible for participation, each Design Submission and/or the entrant submitting it must meet the following conditions and restrictions:

The entrant owns the Design Submission, including the permission to make the Design Submission public without payment.

The Design Submission must not defame or invade the publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights or constitute or suggest copyright infringement.

The Design Submission must not be considered sexually explicit, offensive, illegal, pornographic or obscene or that features, promotes or suggests the use or abuse of drugs, alcohol, tobacco, firearms or other harmful substances or otherwise is in bad taste or is otherwise objectionable to Metrolink, determined by Metrolink in its sole and exclusive discretion.

The Design Submission must be original to the Entrant and not be based on any third-party designs and must not contain any recognizable art or other copyrighted materials, or third-party logos, trademarks or other commercial or advertising content, other than those of the Competition Parties.

The Design Submission must not disparage the Competition Parties or any other person or entity.

The Design Submission must not contain corrupted files, viruses, or any other similar files, the intent of which is to damage the operation of another's computer.

The Design Submission must not depict material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.

The Design Submission must not depict material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Design Submission is created.

Metrolink in its sole discretion shall determine if any Design Submission or part thereof is inappropriate for any reason for public release or publication. Metrolink shall have the right to disqualify any Design Entries that it deems to not meet the criteria, or due to technical, legal, clearance or other problems, or otherwise in breach of the above rules, as determined by Metrolink in its sole discretion. The Challenge relating to any such disqualified Design Entry shall be deemed not to have been met.

The Design Submission must be submitted in either .jpg or .png format.

9. TAXES:

All federal, state, provincial, and local taxes and other tax liabilities (including income taxes), if any, and other incidental costs or expenses not identified in these rules are the sole responsibilities of the winning participant. The winning participant(s) will be required to provide Metrolink with valid identification and a valid taxpayer

identification number or social security number before any prize will be awarded. Entrants winning over \$600 in prizes will receive an IRS form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

10. RELEASE:

By participating in the Competition, participants agree to release, indemnify, defend and hold the Competition Parties, and their respective parents, affiliates, subsidiaries, directors, officers, employees, and agents, including advertising and promotion agencies, and assigns, and any other organizations/entities related to the Competition (collectively, "Releasees") harmless from any and all claims, injuries, damages, expenses, or losses to person or property and/or liabilities of any nature incurred by any Releasee that in any way arise from an entrant's participation in the Competition or acceptance or use of a prize or parts thereof (collectively, "Claims"), including without limitation (i) any condition caused by events beyond Releasees' control that may cause the Competition to be disrupted or corrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of any prize, or acceptance, possession, or use of any prize, or from participation in the Competition, including any injuries to person or property related to the transportation required to participate; (iii) any printing or typographical errors in any materials associated with the Competition.

11. LIMITATION OF LIABILITY:

The Releasees are not responsible for (i) late, lost, delayed, damaged, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether through the platform, by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software program, or transmission malfunctions, failures or difficulties. Prizes are awarded "as is, where is," without warranty of any kind, express or implied, including without limitation any warranty of merchantability or suitability for a particular purpose. Except where prohibited, by participating in the Competition and submitting an entry, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or in connection with the prize awarded, determination of a winner, or any other matter relating to the Competition that cannot be resolved between such entrant and any Releasees shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Competition, but in no event attorneys' fees. Notwithstanding anything to the contrary herein, in no event shall any entrant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, operation or other exploitation of Metrolink's platform, the Competition, any website, content, advertising or other materials used, displayed or issued in connection with the Competition, or any submission or entry, and such entrant's rights and remedies in any such event shall be strictly limited to the right to recover money damages, if any, in an action at law. IN NO EVENT WILL ANY OF THE RELEASEES BE LIABLE FOR ANY

DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE COMPETITION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL ENTRANTS.

12. PUBLICITY RELEASE:

Except where prohibited, an entrant's participation in the Competition constitutes consent to the perpetual, worldwide, royalty-free use of his/her name, photo, and/or likeness, biographical information, entry, and statements attributed to him/her by any Releasee for advertising and promotional purposes, including without limitation, inclusion on Metrolink's website, in its e-mail blasts and any other media chosen by Metrolink without compensation.

13. GENERAL CONDITIONS:

By participating in the Competition, each entrant acknowledges that he/she has read these Official Rules and agrees to be bound by them and by the decisions of Metrolink, which are final and binding on all matters pertaining to the Competition. Non-compliance with these Official Rules may result in disqualification and all associated entries will be void. Metrolink reserves the right, in its sole discretion and without liability to the entrant, to cancel, modify or suspend the Competition in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Competition is compromised. Metrolink reserves the right to disqualify any entrant or winning participant, as determined by Metrolink, in its sole discretion and without liability to the entrant or winning participant. The Competition is subject to these Official Rules and all applicable federal, state, provincial, and local laws and regulations. The Competition is void where prohibited or restricted by law. The Competition will take place solely within the State of California. All disputes, issues and/or questions concerning the Competition, including the rights and obligations of the entrant and Metrolink in connection with the Competition, or the construction, validity, interpretation and enforceability of these Official Rules shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. Any legal actions, suits or proceedings related to the Competition (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in Los Angeles County, California, and each entrant accepts and submits to the personal jurisdiction of such courts with respect to any legal actions, suits or proceedings arising out of or related to the Competition. Metrolink may substitute prizes of equivalent value, amend the rules, or discontinue the Competition at any

time for any reason. Metrolink disclaims any responsibility to notify entrants of any aspect related to the conduct of the Competition.

14. PRIVACY AND PERSONAL INFORMATION:

Metrolink may collect personal data about entrants online and use such data in accordance with Metrolink's privacy policy at <http://www.metrolinktrains.com/privacy-policy> ("Privacy Policy") and as set forth in these Official Rules. Please review these Official Rules and the Privacy Policy carefully. By participating in the Competition, entrants hereby agree to such collection and use of their personal information by Metrolink, either collectively or individually, and acknowledge that they have read and accepted these Official Rules and the Privacy Policy.

15. FORCE MAJEURE:

Without limiting any other provision in these Official Rules, in the event that any of the entrants' activities or the Releasees' operations or activities are affected, as determined by Metrolink, in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic or public health crisis (e.g. SARS), explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above, subject to any governmental approval that may be required, Metrolink shall have the right to modify, suspend, or terminate the Competition, and no Releasees shall be responsible or liable to any entrant or prize winning participant or any person claiming through such entrant or prize winning participant for failure to supply the prize or any part thereof. Metrolink is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages.

16. MISCELLANEOUS:

The invalidity or unenforceability of any provision of these Official 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 Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Metrolink's failure to (or decision not to) enforce any provision in these Official Rules shall not constitute a waiver of that or any other provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Competition-related materials and these Official Rules, these Official Rules shall

prevail, govern, and control and the discrepancy will be resolved in Metrolink's sole and absolute discretion.

17. WINNER'S LIST:

For an Official Winners (available after the selection of the winning participants), or for a copy of these Official Rules, send a self-addressed, stamped envelope to: Metrolink's Sustainable Fashion Show Competition (please specify Official Winner or Official Rules), c/o Marketing Department, 900 Wilshire Boulevard, Suite 1500, Los Angeles, CA 90017.