OFFICIAL RULES

METROLINK AND URB-E: DITCH YOUR DRIVE

NO PURCHASE NECESSARY

- PROMOTION DESCRIPTION: The DITCH YOUR DRIVE is a Sweepstakes (collectively, the "Sweepstakes") that begins at 12:00:00 AM Pacific Time ("PT") on 4/20/17 and ends at 11:59:59 PM (PT) on 5/31/17 ("Promotion Period"). There will be three (3) Sweepstakes winners for the Promotion Period to be determined by random drawing from among all eligible entries received for the Sweepstakes. Entry into the Sweepstakes is free. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsors, which shall be final and binding in all respects. Entry periods, drawing dates and prize information is provided in further detail below.
- 2. ELIGIBILITY: Open to legal residents of California, who are 18 years of age or older at time of entry. Employees of Metrolink, its Member Agencies, affiliates, subsidiaries, suppliers, advertising and promotion agencies ("Promotion Entities") and their immediate family members and/or those living in the same household of each are not eligible to participate.

3. HOW TO ENTER:

A) <u>Metrolink Online Entry</u>: During the Promotion Period, go online to metrolinktrains.com/URB-E("Website") and follow the instructions to complete the Sweepstakes registration to enter the Sweepstakes. The Website's database clock will be the official timekeeper for online entries in this Sweepstakes. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsors' satisfaction, the affected entry will be deemed ineligible. Note: Online entry must be made by the entrant, only at the Website. Entries made by any other individual or any entity, and/or originating at any other website or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and is disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited. Limit one (1) entry per person.

All entries become the property of Metrolink and URB-E ("Sponsors"). In the event of a dispute over the identity of a participant in the Sweepstakes, participation will be deemed completed by the authorized account holder of the email address provided at the time of participation. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provided, online service provider, wireless carrier, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the

submitted email address. The potential winners may be required to provide Sponsors with proof that he/she is the authorized account holder of the email address associated with the winning Sweepstakes entry. If a dispute cannot be resolved to Sponsors' satisfaction, the affected Sweepstakes entry will be deemed ineligible. Entrants may not participate with multiple email addresses, nor may entrants use any device or artifice to enter as multiple entrants in the Sweepstakes. Any entrant who attempts to enter with multiple email addresses, under multiple identities or uses any other device or artifice to enter multiple times (other than as provided in these Official Rules) in the Sweepstakes will be disqualified from participation and all entries submitted by that entrant will be void. Only fully completed entries are eligible. The Promotion sponsors assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

- 4. WINNER SELECTION AND NOTIFICATION: <u>Three (3) winners</u> will be selected in a random drawing on or about 6/1/2017 from among all eligible entries received during the Promotion Period by Sponsors or its designee, whose decisions are final and binding. Winners will be notified by email at Sponsors' discretion. Sponsors shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within two (2) calendar days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsors, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go un-awarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such prize will be forfeited and an alternate prize winner may be selected.
- PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS: One (1) 7-Day Promotional code to redeem pass and an URB-E to use for a week will be provided to three (3) individuals. 7-Day Pass is valued at \$192.50 + an URB-E to trial for one week.

Odds of winning depend on total number of eligible entries received from methods listed.

Unclaimed prize will not be awarded.

6. GENERAL: Potential winners will be required to sign and return a Publicity and Photo Release within ten (10) days after first notification attempt. If the Publicity and Photo Release is not signed and returned within the noted timeframe, prize may be forfeited. No cash equivalents, substitutions or transfer of prize permitted. Sponsors reserve the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable. Subject to all federal, state and local laws/regulations. By accepting prize, winner releases and agrees to hold harmless Promotion Entities, their respective affiliates, directors, employees, officers, and agents from any and all liability, injury, loss or damage of any kind, including but not limited to personal injury or death, arising from or in connection with participation in the Sweepstakes, or the awarding,

receipt, possession, use or misuse of any prize and/or respect to participation in any prize related activity. Promotion Entities will have no liability whatsoever for any injuries, losses or damages of any kind caused by any prize or resulting from acceptance, possession, use and/or misuse of any prize or participation in the promotion or any prize-related activities. Acceptance of a prize shall be construed as and signify the winner's agreement and consent that Sponsors may use the winner's name, voice, likeness and/or prize information, without limitation, for promotional purposes without further consideration, review, approval or payment, where allowed by law. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the Sponsors, which are final and binding in all respects. Sponsors not responsible for any typographical or other error in the printing of the offer or in administration of the Sweepstakes.

7. LIMITATIONS AND RELEASES: Sponsors are not responsible for lost, late, mutilated or illegible entries nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsors or presenter on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Sponsors reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsors' control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsors are prevented from awarding prize or continuing with the Sweepstakes as contemplated herein by any event beyond its control, Sponsors shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsors will (if possible) select winner(s) in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. 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. Caution: Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the game is a violation of law and should such an attempt be made, Sponsors reserves the right to seek damages from any such person to the fullest extent of the law.

- 8. PRIVACY: For information about how Metrolink uses your personal information, please see its privacy policy, located at http://www.metrolinktrains.com/help/page/title/privacy_policy.
- 9. WINNER'S LIST: For names of winners, send a self-addressed, stamped envelope by 5/31/17 to: **Metrolink Marketing**, Attn: Winner's List, One Gateway Plaza -12th Floor, Los Angeles, CA 90012. Winner's list to be available after 6/30/17.

10. SPONSORS: Metrolink, One Gateway Plaza, 12th Floor, Los Angeles, CA 90012. URB-E, 54 W Green St, Pasadena, CA 91101.