



CONTEST & PROMOTION RULES

Version: 1

Next Review: Not Set

Owner: VP of Marketing & Customer Service

Printed or downloaded copies are for reference only. Find the most current version in the policy management system (PPM). Go to the intranet and click Policies and Procedures.

Effective: 08/09/2017

Approved by: Megan Morsch (VP of Marketing & Customer Service)

1. **Sponsorship and Eligibility:** There is no purchase necessary to enter or win this contest sponsored by the Regional Transit Service (“RTS”), a subsidiary of the Rochester Genesee Regional Transportation Authority (“RGRTA”). RTS and RGRTA are “Contest Entities.” A purchase or payment of any kind will not increase the chances of winning. Void where prohibited. All contests and promotions sponsored by Contest Entities are open to all legal residents of Monroe County, New York who are at least 18 years of age at the time of entry, are allowed to participate one time to win one of the offered prizes. Officers, directors and employees of the Contest Entities and their respective subsidiaries and affiliates, as well as immediate family (grandparents and grandchildren, spouses, and/or parents, children and siblings, and their spouses) or members of the household of each such officer, director, or employee are **ineligible** to enter or win.
2. **Notice to Public Officials:** The Contest Entities understand that the law of many jurisdictions restricts private parties, lobbyists, employers, and government contractors from providing things of value to government officials and in some cases require reporting of such gifts. Likewise, government officials are restricted from accepting gifts or other things of value in many jurisdictions, including contest/promotion prizes. Prior to receiving any prizes, winners will be required to certify that acceptance of the prize is permitted in accordance with applicable law and ethics policies of the winner’s employer.
3. **Agreement to Official Rules:** By entering the contest/promotion, entrants agree to comply with and be bound by these Contest & Promotion Rules (“Rules”) and to comply with federal, state, and local laws and regulations. In addition, entrants indicate their full and unconditional agreement to, and acceptance of these Rules and the decisions of Contest Entities, which are final and binding. Winning a prize is contingent upon an entrant fulfilling all requirements set forth herein.
4. **Rights Reserved:** The Contest Entities reserve the right, at their sole and absolute discretion, to:
 - a. Discontinue the contest/promotion at any time without notice for any reason whatsoever; and
 - b. Make rules and contest changes without notice at any time; and
 - c. Change the contest dates without notice; and
 - d. Change the type and number of prizes awarded without notification; and
 - e. Award a prize of equal or lesser value, should the specified prize become unavailable for any reason; and
 - f. Modify or terminate the contest/promotion in the event of any act, occurrence, or reason that the Contest Entities believe would corrupt the integrity, administration or fairness of the contest/promotion; and
 - g. Disqualify any individual the Contest Entities find to be tampering or attempting to tamper with the entry process or the operation of the contest/promotion, or violating these Rules.
5. **How to Enter:** Unless otherwise specified, entrants are limited to one entry per email address, or mailing address, or social media handle. Depending on the contest/promotion, entry forms may be available via internet links or social media links. Entries may also be submitted via mail to 1372 East Main Street, Rochester NY 14609 or telephone call to 585-288-1700. Entrants must follow the instructions to complete and thereafter submit the entry form. Entrants must submit the following information on the entry to be eligible to enter the contest/promotion: First Name, Last Name, Mailing Address with Zip Code, and a valid Phone Number with area code or a valid Email Address. When appropriate, entries must also contain a social media handle. Entrants will be entered to win upon completion and submission of the entry form. Interested entrants will also have an opportunity to opt in to receive future news from Contest Entities. All entry information must be completed in full, accurate, and valid. An entrant must submit a complete and accurate entry form in order to be eligible to win. Entries that are incomplete, illegible, corrupted, or from ineligible entrants will be void. Entries that are determined by the Contest Entities to be fraudulent will be void and the person making such an entry barred from further participation in that contest. All entries become the property of the Contest Entities. Contest Entities are not liable for any lost or unregistered entries.



CONTEST & PROMOTION RULES

Version: 1

Next Review: Not Set

Owner: VP of Marketing &
Customer Service

Printed or downloaded copies are for reference only. Find the most current version in the policy management system (PPM). Go to the intraweb and click Policies and Procedures.

Effective: 08/09/2017

Approved by: Megan Morsch (VP of
Marketing & Customer Service)

6. **Prizes and Notification of Winner(s):** No prize substitutions or cash alternatives for prizes will be granted. All prizes will be provided as indicated and are not redeemable for other prizes or cash. Prizes will be provided while supplies last. The odds of winning a grand prize are dependent upon the number of entries received. The prizewinners will be drawn at random from all eligible entries no later than the date specified. Winners will be notified by email, mail, telephone, or through a direct message on social media that they have won one of the possible prizes within 4 weeks after the end date of the contest/promotion. Winners will be provided with details about how, when, and where to claim their prize. If any winner does not respond to the initial notification, the Contest Entities will attempt to notify the winner one additional time. If any winner does not respond second notification within five (5) days of transmission, or should the notification be returned as undeliverable, the prize will be forfeited and the Contest Entities will select an alternative winner at random from all remaining eligible entries. In claiming a prize, the winners may be required to show valid photo identification and the Contest Entities may choose to accept or deny awarding the prize based on the identification presented.

The winner(s) may be required to sign and return a release of liability, declaration of eligibility and, where lawful, publicity consent agreement, upon receipt of their prize and as conditions of receiving the prize. Participation in the contest and the prizes awarded are non-transferable. Winners are responsible for paying any applicable taxes and any and all other costs and expenses not included with the prize. Any prize details not specified on the website will be determined by the Contest Entities in their sole and absolute discretion. In claiming any associated contest prize, the winners acknowledge that the Contest Entities and their sponsor(s) have the right to, without further authorization, publicize their name, character likeness, photograph, voice and the fact that they are a prizewinner for promotional purposes without financial remuneration. Failure to collect the prize by the appropriate deadline date will constitute forfeit of the prize. If forfeited, the prize may remain property of the Contest Entities, as another winner may not be selected. Failure to comply with the aforementioned conditions shall be grounds for forfeiture of a prize.

7. **Privacy:** The personal information of entrants who opt in to receive communications from Contest Entities will be subject to the privacy policy of RGRTA available at <https://www.myrts.com/Privacy-Policy>. By opting in, entrants agree to receive future communications from RGRTA and RTS. Opting in to receive communications does not improve one's chances of winning. If an entrant chooses not to opt in to future communications, then any personal information submitted will only be used in connection with the contest/promotion. An entrant may unsubscribe from receiving future communications at any time by calling 585-288-1700 or visiting www.myRTS.com/contact-us.
8. **Conduct:** By participating, entrants agree to comply with and be bound by these Rules. Entrants must adhere to all Contest Entity rules and regulations—including [the Rules of Conduct for Transit Vehicles, Facilities, and Properties](#)—while riding Contest Entity vehicles. Failure to comply with these Rules may result in disqualification from the contents/promotion. Entrants further agree to comply with and be bound by decisions of the Contest Entities, which shall be final and binding in all respects. The decision of the Contest Entities in the interpretation of these Rules is final. If any prizewinner is found in violation of any of these Rules, they may be required to forfeit their prize. Contest Entities may disqualify a winner/entrant immediately upon learning the entrant has provided any false information.
9. **Publicity:** Except where prohibited by applicable law, participation in the contest/promotion constitutes permission for Contest Entities to use, without notice or further compensation, worldwide, in perpetuity, in any and all forms of media and marketing campaigns, now known and hereafter devised, an entrant's first name, last name, likeness, photograph, voice, opinions and/or hometown and state for purposes of advertising, trade, promotion and/or publicity.



CONTEST & PROMOTION RULES

Version: 1

Next Review: Not Set

Owner: VP of Marketing &
Customer Service

Printed or downloaded copies are for reference only. Find the most current version in the policy management system (PPM). Go to the intranet and click Policies and Procedures.

Effective: 08/09/2017

Approved by: Megan Morsch (VP of
Marketing & Customer Service)

- 10. Release and Limitation of Liability:** By entering the contest/promotion, entrants agree to be bound by all applicable law. The decisions of the Contest Entities are final and binding in all respects. Entrants waive any rights to claim ambiguity with these Rules. Contest Entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) to entrants in connection with:
- Participation in the contest/promotion, including, but not limited to, human error; incorrect or inaccurate transcription of entry information; or
 - Acceptance/possession, use/misuse, and/or defects of the prize(s) awarded herein; or
 - Any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized in connection with the contest/promotion; or
 - Interruption or inability to access contest/promotion entry form, website, or any online service via the Internet due to hardware or software compatibility problems; or
 - Any damage to entrant's (or a third person's) computer and/or phone and/or its contents related to or resulting from any part of the contest/promotion; or
 - Any lost/delayed data transmissions, omissions, interruptions, defects and/or any other errors or malfunctions, even if caused by the negligence of one of the Contest Entities.

By entering, entrants agree and prize winners further agree to release, discharge, indemnify and hold harmless the Contest Entities from and against any and all claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting or arising, in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the prize or participation in the contest/promotion or any contest/promotion-related activity.

By entering, entrants further agree to release all rights to bring any claim, action, or proceeding against the Contest Entities relative to the prize(s), and hereby acknowledge that said Contest Entities have neither made nor are in any manner responsible or liable for any representation or guarantee express or implied, in fact or in law, relative to the prize, including express warranties provided exclusively by the prize suppliers that may be sent along with the prize(s), its quality, merchantability, fitness for a particular purpose, or suitability for use.

The failure of the Contest Entities to comply with any provision of these Rules due to an act of God, hurricane, war, fire, riot, earthquake, act of terrorism, act of public enemies, actions by governmental authorities outside the control of Contest Entities (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Rules.

- 11. Disputes:** The contest/promotion is governed by, and will be construed in accordance with, the internal laws of the State of New York and the forum and venue for any claim, whether substantive or procedural, shall be exclusively venued in either the United States District Court for the Western District of New York or the Supreme Court of the State of New York in Monroe County.

By entering the contest/promotion, the entrant agrees that any claim brought by him/her in any other court or forum, or in the event that a claim is commenced on an entrant's behalf, in any other forum, shall be transferred to the agreed forums and that he/she waives any claim of an inconvenient forum.

The entrant agrees that any claim shall be brought individually and not by class action. The remedy for any claim brought by any entrant shall be limited to the lesser of (a) fifty U.S. dollars (\$50.00), or (b) the expenses incurred by entrant to enter the contest/promotion, and in no event shall entrant be entitled to recover punitive, exemplary, consequential, or incidental damages, including, without limitation, attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.