

## #CarFreeMSP Sweepstakes Rules

- 1. Sponsorship:** This Sweepstakes (the “Sweepstakes”) is sponsored by Metro Transit Commuter Programs, located at 560 Sixth Avenue North, Minneapolis, MN 55411 (the “Sponsor”). THERE IS NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.
- 2. Eligibility:** The Sweepstakes is open to legal persons who: (a) permanently live or work in the Minnesota counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington; and (b) are 18 years or older at the time of entry (“Participant”). Employees of the Sponsor, its affiliates, licensees, franchisees, advertising and promotional agencies and the immediate family members of each are not eligible.
- 3. Agreement to Terms and Conditions:** By entering the Sweepstakes, Participant agrees to abide by the Sweepstake Rules, which are fully and unconditionally binding in all respects (including, without limitation, decisions regarding eligibility of entries, the selection of the winners, and the awarding of the prizes). The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor’s sole discretion. By entering this contest Participant represents and warrants that Participant is eligible to participate based on the eligibility requirements described herein. Participant also agrees to accept the decisions of the Sponsor as final and binding as it relates to the Sweepstakes.
- 4. How to Enter:** To enter the Sweepstakes, Participant may pledge to take one trip using a mode of transportation other than driving alone (i.e., bus, bike, train, walking) to a destination in Minnesota where the Participant would ordinarily drive alone to (“Car Free Trip”). The Car Free Trip cannot be taken for recreational purposes. Participant may fully complete the entry form located at: [https://metropolitancounciltdm.my.salesforce-sites.com/VMR\\_Tracker\\_TakeSurveyLT?skip=1&pgb=1&id=a1H4x00000Fgf4OEAR&cld=none&cald=none](https://metropolitancounciltdm.my.salesforce-sites.com/VMR_Tracker_TakeSurveyLT?skip=1&pgb=1&id=a1H4x00000Fgf4OEAR&cld=none&cald=none) and submit the entry form in accordance with the submission instructions and with a pledge to take a Car Free Trip. Participant may also enter the Sweepstakes by filling out and submitting the entry form via paper with a pledge to take the Car Fee Trip at an in-person event hosted by the Sponsor. Alternatively, Participant may enter the Sweepstakes without pledging a Car Free Trip by filling out and submitting an entry form located at the following address: 560 Sixth Avenue North, Minneapolis, MN 55411. There is a limit of one (1) entry per Participant; multiple entries by a Participant are void. By entering into the Sweepstakes, Participant represents and warrants that any and all information provided on the entry form is true and correct in all respects. Participant’s entry must fully meet all contest requirements in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Sweepstakes Rules will be disqualified at the Sponsor’s sole discretion. Winners are selected at random. The total number of eligible entries received determines the odds of winning.
- 5. Qualification Period:** The Sweepstakes opens for Participants to submit the entry form at 12:01 AM (CST) on July 21, 2023. Participants must take the Car Free Trip between

September 1, 2023 and September 30, 2023. The Sweepstakes ends at 11:59 PM (CST) on September 30, 2023 (the "End Date").

- Description of Prizes:** There will be three (3) drawings and such drawings will occur following the End Date. The drawings will be for the following prizes:

Prize 1:

Jamis Hudson E2 E-Bike  
Retail Value: \$1,799.95

Prize 2:

NiteRider headlight/taillight combo  
Retail Value: \$169.99

Prize 3:

Gift Basket  
Includes a water bottle, travel umbrella, tote bag, \$25 Metro Transit Preloaded GoTo Card, and \$25 Gift Card to Peace Coffee  
Retail Value: \$191.95

- Notification of Winners; Substitution of Prizes:** The winners will be notified by electronic mail at the email address provided on the entry form. The Sponsor will attempt to re-send such email up to two (2) times. If the winners do not respond to the email notification within three (3) days of its transmission, or should the email be returned as undeliverable after two (2) total attempts, the prize will be forfeited and an alternate winner will be selected at random. The winners may not substitute or transfer prizes. The Sponsor reserves the right to substitute a prize of equal or greater value in its sole discretion. Prizes are not redeemable for cash and the winners may not elect to receive cash in lieu of the prizes noted above. The prizes may vary from the prize pictures and/or advertising used to promote the Sweepstakes. Any depiction of prizes is for illustrative purposes only. Lost or stolen prizes will not be replaced. All taxes on the prizes are the winner's responsibility. The Sponsor may identify the winner to any person as required by law.
- Duties of Participants.** By submitting an entry form, Participant agrees to be bound by these Sweepstakes Rules and all decisions of the Sponsor which shall be final and binding. Participant also agrees to be bound by and comply with all applicable federal, state, and local laws. Eligibility is at the exclusive discretion of the Sponsor, and the Sponsor shall be entitled to reject any entrant for any reason or no reason at all without having to provide an explanation.

The Sponsor will not consider incorrect, fraudulent, incomplete, late, or otherwise non-conforming entries or entries that are submitted in bad faith or intended to annoy, abuse, threaten, or harass any person or entity in any way. The Sponsor and the employees, officers, directors, shareholders, agents, and representatives of the Sponsor and its

affiliates, subsidiaries, and advertising, promotion and legal advisors are not responsible for and shall not be liable for: (a) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; (b) telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, or difficulties; (c) errors in transmission; (d) any condition caused by events beyond the control of the Sponsor that may cause the Sweepstakes to be disrupted or corrupted; (e) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, or use of a prize, or from participation in the Sweepstakes; or (f) any printing or typographical errors in any materials associated with the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running for any of the reasons set forth in (b) and (d) above, the Sponsor reserves the right, at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes upon posting of such decision at the Sweepstakes submission page and without any requirement for prior notice to any individual Participant.

9. **Violation of the Sweepstakes:** The Sponsor reserves the right to disqualify any Participant or winner who, in its sole suspicion and discretion, tampers with the entry process, intentionally submits more than a single entry, violates these Sweepstakes Rules or acts in an unsportsmanlike or disruptive manner.
  
10. **Permissions:** Except where prohibited by law, Participant's entry constitutes permission to use winners' names, image, hometowns and likenesses for online posting, and/or any advertising and publicity without additional compensation. Winners may also be required to sign and return an agreement further restricting use of winnings to the prize described above, a release of liability, declaration of eligibility and, where lawful, a publicity consent agreement, as conditions of receiving a prize. Failure to comply with the aforementioned conditions shall be grounds for forfeiture of the prize. By Participant's election to submit Participant's information in the Sweepstakes, Participant acknowledges that the Sponsor will be collecting, storing and using Participant's information for the Sponsor's business purposes such as to administer the Sweepstakes and exercise its rights hereunder, including for marketing and publicity campaigns performed by the Sponsor. In addition, Participant understands that the Sponsor may share Participant's information with certain third-parties solely for purposes of administering the Sweepstakes, including, Move Minneapolis, Move Minnesota, Anoka County Transit - Commute Solutions, Commuter Services (the outreach program of I-494 Corridor Commission), the Minnesota Department of Revenue, and the International Revenue Service. The personal information that the Sponsor collects includes first and last name, email address, residential address, employer or school, and employer or school zip code. By entering into the Sweepstakes, Participant agrees to the Sponsor's collection, use, and storage of Participant's personal information. For more information on the Sponsor's handling of personal information, see the Sponsor's privacy policy, located here: <https://metro council.org/Privacy-Policy.aspx>.
  
11. **Limitation of Liability:** IN NO EVENT WILL THE SPONSOR, ITS LICENSEES, AFFILIATES, AND ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY

DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND USE OF THE SPONSOR' WEBSITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE SPONSOR'S WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SPONSOR'S WEBSITE AND THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, OR NONINFRINGEMENT. THE SPONSOR DOES NOT MAKE ANY WARRANTY REGARDING THE PRIZES; THE SPONSOR WILL PASS THROUGH ANY EQUIPMENT MANUFACTUROR OR LESSOR WARRANTY RELATED TO THE PRIZES. THE SPONSOR SHALL HAVE NO LIABILITY FOR, AND AS CONDITIONS OF RECEIVING A PRIZE, SHALL BE AFFIRMATIVELY RELEASED AND INDEMNIFIED BY PARTICIPANT AGAINST ANY LOSSES, DAMAGES, LIABILITIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, PENALTIES, FINES, COSTS OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATED TO: (a) ANY COSTS AND EXPENSES RELATED TO A PRIZE OTHER THAN AS SET FORTH IN SECTION 6 ABOVE; (b) USE OR MISUSE OF A PRIZE, INCLUDING ANY VIOLATION OF APPLICABLE LAW IN CONNECTION WITH THE SAME.

12. **Disputes:** As a condition of participating in the Sweepstakes, Participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connection with the Sweepstakes, shall be resolved exclusively, before a court located in the City of Minneapolis and State of Minnesota having competent jurisdiction, which court shall apply the laws of the State of Minnesota without regard for principles of conflicts of law. Further, in any such dispute, under no circumstances will Participant be permitted to obtain awards for, and waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and Participant further waives all rights to have damages multiplied or increased. Any controversy or claim arising out of or relating to the Sweepstakes will be settled by arbitration in Hennepin County, Minnesota, at a time and location designated by the arbitrator. Arbitration will be conducted by the American Arbitration Association in accordance with its Rules of Commercial Arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Participant agrees that any claims or proceedings brought by Participant relating to the Sweepstakes will be conducted on an individual basis. Participant waives any right to bring a claim on a class-wide, collective, or representative basis, and acknowledges that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Participant will not sue the Sponsor as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against the Sponsor. Nothing in this paragraph, however, limits Participant's right to file a claim as an individual plaintiff. The Sponsor and Participant waive any right to a trial by jury.

**13. Inquires or Questions.** Any inquiries or questions regarding the Sweepstakes, including any lawful request for the name of the winners, may be sent by email to [Commuterprograms@metrotransit.org](mailto:Commuterprograms@metrotransit.org) or by regular mail to 560 Sixth Avenue North, Minneapolis, MN 55411.