

MTA “WIN A YEAR IF FREE RIDES” GIVEAWAY

OFFICIAL RULES

1. NO PURCHASE NECESSARY.

2. **Eligibility:** The MTA Giveaway (“Giveaway”) is open to legal residents of the United States. Entrants must be 18 years of age or older as of their date of entry in this promotion to qualify. This Giveaway is subject to federal, state, and local laws and regulations and is void where prohibited by law. MTA's employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the “Employees”), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the MTA Giveaway.

3. **Sponsorship:** The sponsor is Metropolitan Transportation Authority (“Sponsor”), located at 2 Broadway, New York, NY 10004. Sponsor will conduct the Giveaway substantially as described in these Official Rules.

4. **Agreement to Rules:** By entering this Giveaway, the Entrant (“You”) agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserve the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Giveaway, You represent and warrant that You are eligible to participate based on eligibility requirements explained in these Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this promotion.

5. **Entry Period:** This promotion begins on December 4, 2023 at 12:00 AM EST and ends on February 14, 2024 at 11:59 PM EST (“Entry Period”). To be eligible for the Giveaway, entries must be received within the specified Entry Period.

6. **How to Enter:** Eligible entrants can enter MTA Giveaway by subscribing to the MTA's Newsletters and entering their email address. As a participant, your entry must fully meet all Giveaway requirements, as specified in these Official Rules, to be eligible to win a prize. Incomplete entries, mistyped email addresses, or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion. Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating your entries and removing them from the Giveaway at the Sponsor's sole discretion.

7. **Alternate Means of Entry:** To enter by mail, send your request via mailed letter or postcard to: Metropolitan Transportation Authority, Advertising & Promotions, 2 Broadway, 4th Floor, New York, NY 10004. Requests must be postmarked no later than February 11, 2024.

8. **Prizes:** The Winner of the MTA Giveaway (the “Winner”) will receive:

One Year of Free Transit Rides (Pre-loaded OMNY Card valued at \$1,768.00, or free ride value added to Winner's credit or debit card).

The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The Winner, upon

acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others, nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

9. **Odds:** The total number of eligible entries received determines the odds of winning.

10. **Selection and Notification of Winner:** The Winner will be selected by a random drawing under the supervision of the Sponsor. The Sponsor will notify the Winner(s) by email within ten (10) days following Winner selection. The Sponsor is not responsible for nor shall have no liability for Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within seven (7) days from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited, and an alternate Winner may be selected. Receipt of the prize offered in the MTA Giveaway by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

11. **Obligations of Winner(s):** The Winner must provide the Sponsor with a valid Social Security number or taxpayer-identification number before the Sponsor can award the prize. A Form 1099 will be issued to winner.

12. **Terms & Conditions:** In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Giveaway should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Giveaway. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Giveaway or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Giveaway, to void entries for any reason, including, but not limited to: multiple entries from the same user; multiple entries from the same computer beyond the number allowed by the Giveaway rules; or the use of bots, macros, scripts, or other technical means for entering. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

13. **Limitation of Liability:** Your entry into this Giveaway constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Giveaway and/or the 1)

Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.

14. Disputes: THIS GIVEAWAY IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Giveaway, they shall be individually resolved exclusively before a court located in New York County having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses. The participant waives all rights to have damages multiplied or increased.

15. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the MTA website. [Click here](#) to read the Privacy Policy.

16. Winners List: You may obtain a copy of the Winner's name(s) or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to: Metropolitan Transportation Authority, Advertising & Promotions, 2 Broadway, 4th Floor, New York, NY 10004. Requests must be postmarked no later than February 11, 2024.