

MTA 2024 OPEN DATA CHALLENGE OFFICIAL RULES

1. NO PURCHASE NECESSARY.

2. **Sponsor:** The sponsor is Metropolitan Transportation Authority (“MTA”), located at 2 Broadway, New York, NY 10004. The MTA will conduct the MTA 2024 Open Data Challenge (“Challenge”) as described in these Official Rules.

3. **Eligibility:** The Challenge is open to legal residents of the United States. Entrants must be 18 years of age or older as of their date of entry. The Challenge is subject to federal, state, and local laws and regulations and is void where prohibited by law. Employees and contractors of the MTA, its subsidiaries, affiliates, and directors (collectively the “Employees”), as well as members of an Employee’s immediate family and/or those living in the same household, are ineligible to participate in the Challenge.

4. **Agreement to Rules:** By entering this Challenge, you agree to abide by these Official Rules; you represent and warrant that you are eligible to participate; and you agree to accept all decisions of the MTA regarding the Challenge as final and binding.

5. **Entry Period:** Entries must be received between September 24, 2024 at 11:59 PM Eastern Daylight Time and October 25, 2024 at 11:59 PM Eastern Daylight Time.

6. **How to Enter:** You can enter the Challenge by emailing your submission to opendata@mtahq.org. Any entry not meeting all Challenge requirements will be disallowed by the MTA in its discretion.

7. **Prizes:** There will be one winner of the Challenge (“Winner”). The Winner will receive: one (1) item chosen by the MTA in its sole discretion from the MTA’s [Memorabilia & Collectibles](#) collection. Retail value of the prize will be no greater than two thousand dollars (\$2,000.00). There shall be no cash or other prize substitution except at the MTA’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. In addition to the prize from Memorabilia & Collectibles, the MTA may in its discretion feature the Winner on MTA web and/or social media outlets.

8. Selection and Notification of Winner: The MTA will in its sole discretion select a Winner based on its assessment of the overall merit of the submission, including but not limited to factors such as creativity in utilization of MTA open data, utility, quality of execution, user-friendliness, and functionality.

The MTA will notify the Winner by email within ten (10) days of Winner's selection. The MTA is not responsible, nor shall the MTA have any liability, for Winner's failure to receive notices for any reason. If the Winner (a) fails to claim the prize within two (2) days from the time the award notification was sent, (b) is found ineligible, or (c) does not complete and return a release within the specified timeframe, the prize may be forfeited, and an alternate Winner may be selected. Receipt of the prize offered in the Challenge by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations.

Failure to respond to the initial notification within the specified time frame, failure to return the release within the specified timeframe or noncompliance with these Official Rules will result in disqualification and forfeiture of the prize. By entering the Challenge, you agree to accept the prize for personal use and that you will not attempt to sell or transfer for profit any part of the prize package.

9. Terms & Conditions: In its sole discretion, the MTA reserves the right to modify, suspend, cancel, or terminate the Challenge should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the MTA's control, impact or corrupt the security, fairness, proper conduct, or administration of the Challenge. The MTA, 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 MTA. Individuals who tamper with or attempt to tamper with the operation or entry process of the Challenge or website or violate these Terms & Conditions will be disqualified by the MTA in its sole discretion. In its sole discretion, the MTA has the right to maintain the integrity of the Challenge, to void entries for any reason, including, but not limited to: multiple entries from the same user; multiple entries from the same computer; or entries submitted by the use of bots, macros, scripts, or other non-human means. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the Challenge may be a violation of criminal and civil laws. If any such attempt is made, the MTA reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability, Release and Waiver: By entering the Challenge, you release and hold harmless the MTA and its subsidiaries, representatives, affiliates, partners, licensees, advertising and promotion agencies, successors, agents, assigns, directors, employees, contractors, and officers, and each of the foregoing's affiliates, subsidiaries, directors, officers, and employees, 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 Challenge and/or (a) the Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; (b) any type of technical failure; (c) the unavailability or inaccessibility of any transmissions, phone, or Internet service; (d) unauthorized intervention in any part of the entry process or the Challenge; (e) electronic error or human error in the Challenge administration or the processing of entries; (f) the MTA's efforts to publicize the Challenge. You grant permission for the MTA to use your likeness, entry, and name for purposes of advertising and trade without further compensation. You acknowledge that the MTA has full rights to utilize its Open Data materials in any manner, and you waive any right to sue the MTA based on any claim of similarity between your entry and any use of Open Data that the MTA might implement. You represent and warrant that you have full rights in any intellectual property embodied in your entry and full rights to submit your entry to the MTA. To the extent that you have any intellectual property rights in your entry, such as patent or copyright, you grant the MTA a perpetual, royalty-free license to use such intellectual property for all purposes related to the Challenge.

11. Disputes: THIS CHALLENGE IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. Any disputes related to the Challenge must be resolved only through individual litigation before a court located in the State and County of New York having jurisdiction, without resorting to any form of class action. Any award in such a dispute will be limited to the participant's actual damages, with no multiplier and no award of attorneys' fees.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy found at <https://new.mta.info/privacy-policy>.