

ZABAR'S X MTA 120TH ANNIVERSARY SOCIAL GIVEAWAY SWEEPSTAKES OFFICIAL RULES

1. NO PURCHASE NECESSARY.

2. **Sponsor:** The sponsor is Metropolitan Transportation Authority ("MTA"), located at 2 Broadway, New York, NY 10004. MTA will conduct the Zabar's x MTA 120th Anniversary Social Giveaway Sweepstakes ("Sweepstakes") as described in these Official Rules.

3. **Eligibility:** The Sweepstakes 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 Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited by law. Employees 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 Sweepstakes.

4. **Agreement to Rules:** By entering this Sweepstakes, the Entrant ("You") agrees to abide by the MTA's Official Rules. By entering this Sweepstakes, You represent and warrant that You are eligible to participate. You also agree to accept the decisions of the MTA regarding the Sweepstakes as final and binding.

5. **Entry Period:** Entries must be received between October 17, 2024 at 12:01 am Eastern Daylight Time and October 27, 2024 at 11:59 pm Eastern Daylight Time.

6. **How to Enter:** You can enter the Sweepstakes by either by either (a) tagging a friend in the comments of the giveaway post on the @MTA Instagram account ("instagram.com/mta"); (b) emailing your full name and phone number to entries@mtacd.org with the re: line "Zabar's x MTA Sweepstakes Entry". Any entry not meeting all Sweepstakes requirements will be disallowed by the MTA in its discretion.

7. **Prizes:** The MTA plans to award to one (1) Winner of the Sweepstakes ("Winner"), chosen at random, a prize package consisting of the following: One (1) Zabar's Great Celebrations gift basket; one (1) 1 train baseball-style hat; one (1) circle subways t-shirt; and, one (1) month of free OMNY rides valued at \$136. (Total retail value \$397.47) The actual prizes and appraised prize value may differ. The prize(s) shall be determined solely by the MTA. There shall be no cash or other prize substitution permitted 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.

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

9. **Selection and Notification of Winner:** The Winner will be selected by a random drawing under the supervision of the MTA. The MTA will notify the Winner(s) by email within ten (10) days following Winner selection. The MTA is not responsible, nor shall the MTA have any liability, for Winner's failure to receive notices. Nor shall MTA be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. 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 an executed Affidavit of Eligibility/Liability Release within the specified timeframe, the prize may be forfeited, and an alternate Winner may be selected. Receipt of the prize offered in the Sweepstakes 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 Affidavit of Eligibility / Liability Release (if required) within the specified timeframe or noncompliance with these Official Rules will result in disqualification and forfeiture of the prize. Any potential winner agrees by submitting their Entry to accept the prize for their personal use and will not attempt to sell or transfer for profit any part of the prize package.

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.

10. **Terms & Conditions:** In its sole discretion, the MTA reserves the right to modify, suspend, cancel, or terminate the Sweepstakes 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 Sweepstakes. 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 Sweepstakes 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 Sweepstakes, to void entries for any reason, including, but not limited to: multiple entries from the same user; multiple entries from the same computer; 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 Sweepstakes 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.

11. **Limitation of Liability and Release:** Your entry into this Sweepstakes constitutes Your agreement to release and hold harmless the MTA and its subsidiaries, representatives, affiliates, partners, licensees, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers, including IMG, 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 Sweepstakes and/or the (a) 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 Sweepstakes; (e) electronic error or human error in the Sweepstakes administration or the processing of entries. By accepting the prize, the selected Winner grants permission for the MTA to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation.

12. Disputes: THIS SWEEPSTAKES 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 Sweepstakes, that if any disputes cannot be resolved between the Entrant and the MTA, and if causes of action arise out of or are connected with this Sweepstakes, 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 or attorney's fees. The participant waives all rights to have damages multiplied or increased.

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

14. Winners List: You may obtain a copy of the Winner's name by sending your request via mail with a stamped, self-addressed envelope to: Metropolitan Transportation Authority, Advertising & Promotions, Re: 120th Anniversary Giveaway Winner List, 2 Broadway, 4th Floor, New York, NY 10004. Requests must be postmarked no later than January 31, 2025.