MTA SURVEY EMAIL OPT IN 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
MTA Survey Email Opt In 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 any applicable federal, state, and local laws and regulations and is void where prohibited by law. Employees and directors of the MTA, its subsidiaries, affiliates, and contractors (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 March 20, 2025 at 2:30 pm Eastern Daylight Time and April 4, 2025 at 11:59 pm Eastern Daylight Time.

6. How to Enter: You can enter the Sweepstakes by either (a) filling out and submitting the form with your email address, zip code and services you would like to receive surveys for; or, (b) by emailing your name and phone number to <u>entries@mtacd.org</u> with the re: line "MTA Survey Email Opt In 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 two (2) Winners of the Sweepstakes ("Winner"), chosen at random, a prize package consisting of the following: One (1) \$500 OMNY credit. (Total retail value \$500). 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(s) 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 nonfunctioning 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, then the prize may be forfeited, and an alternate Winner may be selected, in the discretion of the MTA. Receipt of the prize offered in the Sweepstakes by the Winner requires compliance by the Winner with any and all applicable 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 any part of the prize package. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE MTA'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 otherwise violate these Official Rules 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, and 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, 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. You agree, as a condition of participating in this Sweepstakes, that if any disputes cannot be resolved between You and the MTA, and if causes of action arise out of or are directly or indirectly connected with this Sweepstakes, then such disputes shall be individually resolved, without resorting to any form of class action, exclusively before a court of competent jurisdiction located in New York County, State of New York. Under no circumstances in any such dispute shall You be permitted to obtain awards for, and You hereby waive all rights to, punitive, incidental, or consequential damages or attorney's fees. You waive 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: MTA Survey Email Opt In, 2 Broadway, 4th Floor, New York, NY 10004. Requests must be postmarked no later than July 15, 2025

15. Email Consent: By entering, As a condition of entering the Sweepstakes, You consent to receive emails from MTA Market Research and its vendors for research purposes. Additionally, You may opt in to receive the MTA's Weekender Newsletter or other MTA marketing communications. You may opt out of any of these communications at any time, using the unsubscribe links within the messages that You receive from the MTA.