

**Metrolinx Tunnel Boring Machine Naming Contest**  
(the "Contest")  
**OFFICIAL RULES**

1. **HOW TO ENTER:** NO PURCHASE NECESSARY. Contest begins at 1:00 pm EST on Friday, October 26, 2012 and ends at 4:00 pm EST on Thursday, November 8, 2012 ("Contest Period"). To enter, complete the official online entry form available at [thecrosstown.ca](http://thecrosstown.ca) (the "Contest Website") and click on Submit. Limit: One entry per person per email address. All entries must be received during the Contest Period. All fields on the entry form must be completed unless indicated as optional. Automated, programmed, scripted or robotic entries are prohibited. Proof of entry does not constitute proof of receipt. Upon submission, all entries become the property of Metrolinx (the "Sponsor") and the act of submitting the entry shall constitute an acknowledgement and consent to a) the transfer, release and assignment of all property rights in the entry to Metrolinx, including a waiver of moral rights and b) the publishing, printing or distribution of the entry in any form of media, electronic or otherwise, in whole or in part and c) the consent to disclose personal information of the entrant including name and municipality of residence.
2. **ELIGIBILITY:** To be eligible to enter, you must be a legal resident of Ontario who is 18 years of age or older, with Internet access and a valid email address, prior to 1:00 pm Friday, October 26, 2012. Employees or representatives of Metrolinx, the Ontario Provincial Government and its Ministries, the independent judging organization, suppliers of materials and services related to this Contest, and any member of the immediate family (defined as parents, siblings, children, or spouses) or household (whether related or not) of such employees, or representatives are not eligible to enter or to win.
3. **SUBMISSION PERIOD:** During the Contest Period, entries will be received on the Contest Website. Once the Submission Period is over, entries will move to the Judging Period.

**JUDGING PERIOD;** Within the period commencing 4:00 pm Thursday November 8, 2012 and ending Tuesday, November 13, 2012 at 5:00 pm, a panel of judges made up of representatives selected by the Sponsor (the "Judging Panel") will select up to 6 semi-finalists from all eligible entries received during the Contest Period. Entries will be judged using a four-point scoring system with the following criteria: originality, creativity and complementary fit of the pair of names. Semi-finalists will be chosen at the Judging Panel's sole discretion and notified by email within two business days of selection.

**VOTING PERIOD;** Starting at noon on Wednesday, November 14, 2012, up to 6 semi-finalist entries will be posted online at the Contest Website. Members of the general public may vote for their favourite entry until Monday, November 19<sup>th</sup> at 4:00 pm. Limit of one vote per person. At the close of the voting period, the 2 semi-finalist entries with the greatest number of votes will be declared the winners. In the event that two or more of the semi-finalist entries have the greatest and equal number of votes making declaration of both winners impossible, the Judging Panel will vote to break the tie.

In order to be declared a winner, the selected entrant(s) must have correctly answered without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question on the official online entry form. The selected winners will be notified within two business days of the close of the voting period. The odds of winning depend upon the number of eligible entries received. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate eligible entrant, at Sponsor's sole discretion. If the selected entrant cannot be contacted within five business days of the first attempt to contact him or her, or does not complete the Release form described in Rule 5 below, the prize may be forfeited and awarded to an alternate entrant at Sponsor's sole discretion.

4. **PRIZES:** There are two prizes available to be won, each consisting of recognition through a combination of a press release, potential event with the unveiling of the names at one of the Tunnel Boring Machine sites, profile article(s) of winners in Sponsor related articles, newsletters, websites and social media. The prizes have no monetary value. Prizes are not transferable, must be accepted as awarded, and cannot be substituted, whether in cash or otherwise. Sponsor reserves the right to substitute a prize of equal or greater monetary value if a prize, or any component of a prize cannot be awarded as described above for any reason. Prizes will only be awarded to verified winners. Limit one prize per person or household.
5. **RELEASES:** Before being declared a winner, selected entrant will be required to sign in person a Declaration of Compliance with the Contest Rules and Release of Liability, releasing Sponsor, the Ontario Provincial Government and its Ministries, the independent judging organization, and suppliers of materials and services related to this Contest (collectively, the "Releasees"), from any liability in association with this Contest or the prize.

6. **PRIVACY:** Pursuant to Section 39(2) of the Freedom of Information and Protection of Privacy Act, you are hereby notified that by entering this Contest, personal information relating to you is being collected for the purpose of participating in promotional activities. Questions about this collection should be addressed to the Freedom of Information Coordinator at 20 Bay Street, 6th Floor, Toronto, Ontario M5J 2W3, 416.869.3600 or 1.888.438.6646. By accepting a prize, the winner agrees to use by Sponsor of his/her name, address (city/province), likeness, and/or prize information for promotional purposes in any medium, whether now known or hereafter developed, including but not limited to any Internet-based medium, at any time and in perpetuity, without additional compensation or notice. Metrolinx's handling of all personal information is governed by the Freedom of Information and Protection of Privacy Act.
7. **LIMITATIONS OF LIABILITY:** Without limiting the release provided in Rule 5 above, by entering this Contest entrants agree that Releasees will not be responsible or liable for: (a) late, lost, stolen, damaged, garbled, incomplete, misdirected, or undeliverable email or other communications; (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines or data corruption; (c) theft, destruction, unauthorized access to or alteration of entry materials; (d) any injuries, damages, or losses to any person or property resulting in whole or in part, directly or indirectly, from participation in this Contest (including, without limitation, damage to any computer system resulting from accessing or downloading information related to this Contest) or any Contest-related activity or from the acceptance, possession, participation in, use or misuse of a prize; or (e) electronic communications that are undeliverable and/or redirected from an individual's email inbox as a result of any form of active or passive filtering of any kind, including but not limited to spam filtering, or insufficient space in entrant's email account to receive email messages.
8. **GENERAL:** Contest is subject to all applicable federal, provincial, municipal and local laws. By entering the Contest, entrants agree to comply with these Official Rules and the decisions of the Sponsor and/or the independent judging organization, whose decisions are final and binding in all matters related to this Contest. Entrants who have not complied with these Official rules are subject to disqualification. Sponsor reserves the right, at its sole discretion and without prior notice, to modify, cancel, terminate or suspend this Contest should any virus, bug, worm, trojan horse, technical failures, unauthorized human intervention, or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Contest. Paragraph headings are for convenient reference only and are not to affect the interpretation of these Official Rules. No correspondence will be entered into except with potential winners or as otherwise in compliance with Rule 6 above. If any provision of these Official Rules is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of these Official Rules.

In the event of a dispute regarding the identity of the person who submitted an online entry, the entry will be deemed submitted by the authorized account holder of the email address submitted on the official online entry form. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization or person that is responsible for assignment of email addresses for the domain associated with the submitted email address. A selected entrant may be required to provide Sponsor with proof that s/he is the authorized account holder of the email address associated with the selected entry.

Sponsor reserves the right in its sole discretion to disqualify, from this Contest and any future Contest or other promotion conducted by Sponsor, any individual that it finds or believes to be tampering with the entry process or operation of the Contest or Contest Website; to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.