

## OFFICIAL RULES

### 12 DAYS OF METRO INSTAGRAM SCAVENGER HUNT CONTEST (The "Contest")

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN.  
VOID WHERE PROHIBITED.**

**PARTICIPATION IN THE CONTEST CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE OFFICIAL RULES. Individuals who participate in the Contest or submit an entry are referred to herein as an "Entrant."**

1. SPONSOR: Los Angeles County Metropolitan Transportation Authority, One Gateway Plaza, Los Angeles, CA 90012. ("Sponsor").

2. PERIOD: Contest begins at 8:00 a.m. (all times provided are Pacific Time) on Thursday, December 5, 2013 and ends at 6:00 p.m. on Friday, December 20, 2013 ("Contest Period"). An individual contest/hunt will be held each business day of the Contest Period. Each day's contest begins at 8:00 a.m. with the posting of the day's clue and closes at 6:00 p.m. that same day.

3. ELIGIBILITY: Contest is open to all legal residents of the State of California who are eighteen (18) years or older on the date of entry. Employees of Sponsor and their immediate family members are not eligible to win a Prize.

4. HOW TO ENTER: Visit [instagram.com/metrolosangeles](http://instagram.com/metrolosangeles) (the "Website") and follow the Contest entry instructions during the Contest Period. Instructions on how to enter each day's contest will be distributed via the Website. **There is a limit of one entry per person, per day.** Sponsor reserves the right to verify eligibility of all Entrants. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, Pinterest, Wordpress or YouTube. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the Instagram account is registered on the date the entry is submitted.

#### 5. WINNER SELECTION & NOTIFICATION:

For each day's contest, one Entrant that properly completes all necessary steps for such day's contest will be chosen at random in drawing by Sponsor ("Potential Winner"). Potential Winners will be announced via the Website the following day, starting December 6, 2013. Potential Winners will be contacted via Instagram message ("Prize Notification").

To be confirmed a winner ("Prize Winner") and receive the Prize, each Potential Winner must respond to the Prize Notification message sent by Sponsor and will be required to sign and return a completed Affidavit of Eligibility/Release of Liability and Publicity as well as provide a mailing (street)address. This information may be submitted through a private email. Failure of the Potential Winner to satisfy the above stated conditions, will result in forfeiture of the Prize and an alternate Potential Winner may be selected by Sponsor (in such case, the selection and notification process will be repeated.) Sponsor will provide instructions to the Prize Winner on how to receive the Prize

6. **PRIZES:** The Contest Prizes range in estimated value from \$17.00 to \$190.00 and include restaurant and retail gift cards, theatre and museum tickets, and sports memorabilia. Each day, the estimated value of that day's Prize will be included in the daily instructions. In no event will more than the stated number of Prizes be awarded. **There is a limit of one Prize per person.** The odds of winning a Prize depend upon the number of eligible Entrants.

7. **PRIZE RESTRICTIONS:** No portion of the Prize may be transferred, redeemed for cash or substituted, except by Sponsor (in its sole discretion), which reserves the right to substitute any portion of the Prize with a prize of equal or greater value for any reason, including, without limitation, Prize unavailability. All expenses not specifically identified as included in the Prize are the sole responsibility of the Prize Winner. The Prize, and all elements thereof, are subject to availability. The Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation any implied warranty of merchantability or fitness for a particular purpose). Acceptance, participation in and/or use of the Prize is at Prize Winner's sole risk and Sponsor is not responsible for any damages whatsoever including special, indirect, or consequential damages, arising out of or in connection with the use and/or misuse of the Prize.

Prize Winner will be solely responsible for all federal, state and local taxes and fees and other expenses associated with his/her Prize receipt and/or use that are not expressly included in the Prize description. The Prize Winner may be issued a 1099 tax form for the ARV of the Prize. Failure to take or complete any portion of the Prize does not relieve the Prize Winner of his/her tax obligations associated with winning the Prize.

8. **PUBLICITY/PRIVACY POLICY:** Except where prohibited by law, each Prize Winner's entry and acceptance of a Prize constitutes the Prize Winner's irrevocable, sub-licensable, absolute right and permission for Sponsor to use, publish, post or display said Prize Winner's name, photograph, likeness, statements, biographical information, voice, city and state address, Prize information, any quotes attributable to him or her, any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Sponsor's sole discretion), and Prize Winner's submitted photograph, for any purpose, including but not limited to advertising, trade, promotional and publicity purposes on a worldwide basis, and in all forms of media now known or hereafter devised, in perpetuity, without further authorization, opportunity to review, approval, notification, or compensation of any kind and each Entrant releases Sponsor from any and all liability related thereto. Nothing contained in these Official Rules obligates the Sponsor to make use of any of the rights granted herein and Prize Winner waives any right to inspect or approve any such use. Sponsor has specified on the Website which information is mandatory in order to participate in the Contest. This information will be used by Sponsor for the purposes of administering the Contest. The personal information will be collected, processed and used in accordance with Sponsor's Privacy Policy. The Sponsor's Privacy Policy can be found here: [www.metro.net/about/site-information/privacy-policy/](http://www.metro.net/about/site-information/privacy-policy/)

8. GENERAL CONDITIONS: This Contest is subject to all applicable federal, state and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of Sponsor. Entrants waive any right to claim ambiguity in the Contest or these Official Rules. All Entrants agree to follow the Official Rules and release, discharge, hold harmless, indemnify and defend (by counsel satisfactory to Sponsor) the Sponsor, its subsidiaries, and their respective directors, officials, officers, commissioners, employees, agents, successors and assigns and each of them from and against any and all liability, damages or causes of action (however named or described), costs and expenses (including without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees) with respect to or arising out of any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize, or any portion thereof, or occurring while traveling to or from or participating in any promotional-related activity or participating in this Contest. In consideration for being awarded a Prize, or any portion thereof, each Prize Winner hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of Prize Winner's name and/or likeness in any and all advertising, promotions and other publicity conducted by Sponsor, except where prohibited by law. Sponsor reserves the right to modify the scheduling of the Contest, including but not limited to extending or terminating the Contest, without prior notification. Sponsor also reserves the right to make changes or additions to these Official Rules for any reason at any time. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

9. BY ENTERING THIS CONTEST, PRIZE WINNERS AND ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND (BY COUNSEL SATISFACTORY TO SPONSOR) AND HOLD HARMLESS, THE SPONSOR, ITS SUBSIDIARIES AND THEIR RESPECTIVE DIRECTORS, OFFICIALS, OFFICERS, COMMISSIONERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY, LOSSES, COSTS AND EXPENSES (INCLUDING ANY FINES PENALTIES, JUDGMENTS, LITIGATION EXPENSE, AND EXPERT'S AND ATTORNEY'S FEES) WITH RESPECT TO OR ARISING OUT OF ANY INJURIES, DAMAGES, OR LOSSES TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE, OR ANY PORTION THEREOF, OR OCCURRING WHILE TRAVELING TO OR FROM OR PARTICIPATING IN ANY CONTEST RELATED ACTIVITY OR PARTICIPATING IN THIS CONTEST.

By entering this Contest, the Entrant agrees to the following Statement:

I expressly understand that Section 1542 of the Civil Code of California provides substantially as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH DEBTOR." The provisions of this Section 1542 of the Civil Code of California and any similar law of any state, territory, or other jurisdiction are hereby expressly waived.

10. LIMITATIONS OF LIABILITY: The Sponsor is not responsible for late, lost, damaged, misdirected, incomplete, illegible, undeliverable, destroyed, and/or lost, late, misdirected, undeliverable or incomplete entries due to system errors or failures, or faulty transmissions and/or entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, or for any problems or technical malfunction(s) of any telephone network or lines, computer online systems, servers or providers, computer equipment, or entries not received by Sponsor on account of technical problems or traffic congestion on computer networks, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participating in the Contest or downloading any material for the Contest, or other telecommunications malfunctions which may limit an entrant's ability to participate. Sponsor may prohibit an Entrant from participating in the Contest or winning the Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor representatives. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. If for any reason this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves its right at its sole discretion to cancel, terminate, modify or suspend the Contest.

To the maximum extent permitted by law, in no event will Metro be responsible or otherwise liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages related to the Contest, including any access to or use of the website or any downloading from or printing material from the website. Everything on the website is provided "as is" without warranty of any kind, either expressed or implied, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Some jurisdictions may not allow limitations or exclusions of liability for incidental or consequential damages or exclusion of implied warranties so some of the above limitations or exclusions may not apply. Winners agree that all prizes are provided "as is" without any warranty, representation, or guarantee, express or implied, in fact or in law, whether now known or hereinafter enacted, relative to the use or enjoyment of the prize, including, without limitation, its quality, merchantability, or fitness for a particular purpose. Further, no responsibilities are accepted for any additional expenses, omissions, delays, or re-routing resulting from any acts of any government or authority.

11. DISPUTES: Except where prohibited, as a condition of participating in this Contest, each Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate state or federal court located in Los Angeles, California; (ii) any and all claims, judgments and awards on behalf of Entrant shall be limited to actual out-of-pocket costs incurred, if any, including costs associated with entering this

Contest, but in no event attorneys' fees, and in no event to exceed two hundred fifty dollars (\$250); and (iii) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and (iv) this Contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the internal laws of the State of California without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of any other state's laws.

11. WINNER'S LIST/RULES: For a copy of the of the Official Rules visit [metro.net/holidays](http://metro.net/holidays).

To find out who won, visit [instagram.com/metrolosangeles](https://www.instagram.com/metrolosangeles).