



**Electronic Fare Card Naming Contest  
Official Rules, Regulations and Privacy Policy**

**Eligibility**

1. The "Electronic Fare Card Naming Contest" (the "**Contest**") is open to persons who are residents of the Metro Vancouver geographic area. Members of South Coast British Columbia Transportation Authority's ("**TransLink**") Faregate/Electronic Fare Card project team and employees of Edelman Vancouver or Grey Vancouver are not eligible to participate in the Contest.

**FOR ENTRANTS UNDER 19 YEARS OF AGE:** any entrant who is under the age of majority on September 20, 2010 must submit with their entry a copy of the "*Electronic Fare Card Naming Contest – Consent to Entry*" form (which can be found and downloaded at [translink.ca/contest](http://translink.ca/contest)) signed by their parent/legal guardian.

2. TransLink shall have the right at any time to require proof of identity and/or eligibility. Failure to provide proof or providing incomplete, inaccurate or misleading personal details or information may result in disqualification.
3. Employees of TransLink or any of its subsidiaries, related companies or transit service contractors (including accessible transit operators, West Vancouver Transit and community shuttle operators) (each of the foregoing persons are referred to as "a Transit Employee") are eligible to participate in the Contest, but, if declared the winner, will not be entitled to receive the Prize directly. In such event, the Prize (or a cash equivalent) will be donated, in the Transit Employee's name, to a registered charity of the Transit Employee's choice.

**Contest period**

4. The Contest begins at 12:00 a.m. Pacific Daylight Time (PDT) on Tuesday, October 12 2010 and ends at 12:00 p.m. midnight PDT on Monday, November 8, 2010, (the "**Contest Period**") after which time the Contest will be closed. Entries must be received no later than the end of the Contest Period to be considered.

**Prize**

5. There is one prize (the "**Prize**"), having an approximate total value of \$3,000.00 (Three Thousand Dollars), available to be won consisting of:
  - One (1) electronic fare card in the name of the winner with a stored value of \$2,000.00 (Two Thousand Dollars); and
  - One (1) iPad™

™iPad is a trademark of Apple Inc – Apple Inc. is not a sponsor of, nor a participant in, this Contest.

6. The Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of TransLink. Any unused portion of the Prize will be forfeited and have no cash value. Immediately upon delivery of the Prize to the selected entrant all risk with respect to the Prize passes to the selected entrant.
7. TransLink reserves the right, at any time, to substitute a prize of equal or greater value if the Prize cannot be awarded for any reason.
8. Use of the electronic fare card is subject to all terms and conditions of the TransLink Transit Tariff (as may be amended by TransLink from time to time), any applicable Transit Conduct and Safety Regulations and rules, regulations and laws governing the use of transit.

#### How to Enter

9. There is no purchase necessary to enter the Contest. Entries are unlimited.
10. Enter by using any of the methods below:
  - (a) **SMS:** Send an SMS text to 77777 with the word “contest”, your full legal name and daytime telephone number, along with the proposed electronic fare card name to be considered. Standard text messaging rates will apply.
  - (b) **Online:** Visit [translink.ca/contest](https://translink.ca/contest) and fill out the entry form with your full legal name and daytime telephone number, along with the proposed electronic fare card name to be considered.
  - (c) **Mail:** Mail your proposed electronic fare card name to be considered, along with your full legal name, daytime telephone number. Entries must be postmarked between October 12 and November 8.

Attn: Electronic Fare Card Naming Contest  
TransLink  
1600 - 4720 Kingsway  
Burnaby, BC V5H 4N2

11. All entries become the sole property of TransLink and will not be returned to entrants for any reason.
12. Entries will be declared invalid, and TransLink assumes no liability for entries, if they are late, lost, unintelligible, illegible, incomplete, irregular, forged or falsified, mechanically or electronically reproduced or otherwise do not comply with the Contest Rules. No communication or correspondence will be exchanged with entrants except with the selected entrant.

13. TransLink reserves the right to exclude any entry or proposed name on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by TransLink in its sole discretion.

#### **Selection of Winner:**

14. On or around November 12, 2010, a selection panel comprised of TransLink's Electronic Fare Card Project Team, Edelman Vancouver and Grey Vancouver, at its sole and absolute discretion, will select five potential Electronic Fare Card names from all eligible entries received during the Contest Period. Selection by the panel is subjective and the decisions of the panel are final and binding. The five selected names (each a **"Qualifying Name"**) will be made available to TransLink selected focus groups and members of the "TransLink Listens Panel" (a group of individuals who have previously registered to participate in focus groups, blogs, discussions and ongoing communications with TransLink on transit related and other topics of regional interest), who will provide their input with respect to the Qualifying Names. The input from the focus groups and TransLink Listens Panel will be presented to the TransLink Board for approval prior to the winning name being selected. The winning name is expected to be selected on or around December 10, 2010. If the selected name has been entered by more than one entrant, a random draw will be held by TransLink to determine the winner. The decision of the panel or TransLink, as the case may be, shall be final and binding and may not be challenged in any way.
15. The selected entrant will be contacted at least three (3) times by telephone using the information provided by the entrant no later than December 15, 2010 and upon notification, the selected entrant must respond by telephone within five (5) business days of the initial notification. If the selected entrant does not respond in accordance with the Contest Rules, or having responded fails to sign TransLink's form of Release, he/she will be disqualified and will not receive the Prize, but TransLink will be entitled, at its discretion, to use the winning name submitted by the selected entrant. Another entrant may be selected in TransLink's sole discretion until such time as an entrant satisfies the terms set out herein. TransLink is not responsible for the failure for any reason of the selected entrant's notification or for TransLink to receive the selected entrant's response.
16. Chances of being selected or of being declared a winner are based on the number of entries received, the decisions of the panel in selecting the Qualifying Names, the input of the members of the focus groups and TransLink Listens Panel and the decisions of TransLink, including its Board of Directors.
17. To be declared the winner, the selected entrant must:
  - (a) Sign a contest release form;
  - (b) Consent to their name, city and likeness to be used in any promotional materials, advertising, news releases or photography as deemed appropriate by TransLink for promotion of the electronic fare card; and
  - (c) If the entrant is underage, a parent or guardian must provide express written consent of the entrant's ability to accept the prize.

18. The winner must be available to participate in the card name launch event on the date and time designated by TransLink. Should the winner be unable or unwilling to participate on the dates/times designated by TransLink the Prize may, at the sole discretion of TransLink, be forfeited and may be awarded to an alternate entrant.

### **Compliance, Release and Indemnity**

19. By entering the Contest, an entrant:
- (a) Confirms his/her eligibility and compliance with Contest Rules;
  - (b) Acknowledges his/her acceptance of the Prize, as offered;
  - (c) Releases TransLink and its subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives and holds them harmless from any and all liability for any loss, harm, damages, cost or expense arising from participation in the Contest, any breach of the Contest Rules, participation in any Contest related activity or the acceptance, use or misuse of any Prize awarded, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, or from any and all claims of third parties arising therefrom;
  - (d) Assumes liability for injuries caused or claimed by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize;
  - (e) Consents to the use and re-use in perpetuity of his/her name, image, likeness, voice, biography and city/town of residence, in any and all medium now known or hereafter devised, for promotional purposes and in connection with or separate from the Contest and the promotion and exploitation thereof;
  - (f) Grants a worldwide, gratuitous, irrevocable and exclusive license to copy, use, modify, reproduce, display, adapt and transmit the entrant's proposed name for the electronic fare card for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including but not limited to, in connection with the administration, promotion and exploitation of the Contest and for and with respect to the name of the Electronic Fare Card;
  - (g) Warrants and represents the submitted name does not infringe on any copyright or other proprietary interest of any third party and confirming the entrant solely created the name without participation by any other party as an author, co-author or otherwise.

### **Privacy and use of Personal Information**

20. By participating in the Contest, each entrant:

- (a) grants to TransLink the right to use his/her name, mailing address, telephone number, age and email address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the winner; and
  - (b) acknowledges TransLink may disclose the Personal Information to third-party agents and service providers of TransLink in connection with administering the Contest.
- 21. TransLink will use the Personal Information only for identified purposes, unless otherwise directed by the entrant during contest entry, and will protect the Personal Information in a manner that is consistent with TransLink's Privacy Policy at: [www.translink.bc.ca](http://www.translink.bc.ca) and the provisions of the British Columbia *Freedom of Information and Protection of Privacy Act*.
- 22. Any questions on how Personal Information is handled with regards to the Contest, should be directed to TransLink's Corporate Marketing Specialist at 1600 – 4720 Kingsway, Burnaby, BC V5H 4N2, tel: 604-453-4684. Additional information can also be obtained by viewing TransLink's privacy policy at [www.translink.ca](http://www.translink.ca).

## **CONDUCT**

- 23. By participating in the Contest, each entrant agrees to be bound by:
  - (a) the Contest Rules, which will be posted at [www.translink.ca](http://www.translink.ca) ("**Contest Website**") and made available throughout the Contest Period;
  - (b) the decisions of the selection panel and TransLink, which shall be final and binding in all respects.
- 24. TransLink reserves the right, in its sole discretion, to disqualify any entrant found to be:
  - (a) violating the Contest Rules;
  - (b) tampering or attempting to tamper with the entry process or the operation of the Contest or the Contest Website;
  - (c) violating the terms of service, conditions of use and/or general rules or guidelines of any the Contest Website; and/or
  - (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- 25. Any attempt by any person to deliberately damage the Contest Website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. TransLink reserves the right to seek remedies and damages to the fullest extent permitted by law, including but not limited to criminal prosecution.

## **PRIZE FULFILLMENT:**

- 26. Before being declared a winner, the selected entrant:

- (a) will be required to correctly answer, unaided, a time-limited, mathematical skill-testing question; and
- (b) at the discretion of TransLink, may be required to execute a document confirming the provisions of sections 19 (*Compliance, Release and Indemnity*) and 20 (*Personal Information*) which must be returned by the selected entrant to TransLink within two (2) business days of the request being made,

failing which the selected entrant will be disqualified and the Prize forfeited.

## MISCELLANEOUS

27. TransLink assumes no responsibility or liability for, or in the event of,:

- (a) any lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, or replies or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry;
- (b) any incorrect or inaccurate information, whether caused by the Contest Website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest;
- (c) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries;
- (d) any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise;
- (e) any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest; or
- (f) the Contest not being conducted as planned for any reason, including those reasons beyond the control of TransLink, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest or the Contest Website;
- (g) any loss or theft of the Prize after its delivery to the winner.

28. TransLink reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time and for any reason, without prior notice.

29. These are the official Contest Rules. These Contest Rules shall be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction. Void where prohibited by law.
30. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of the Contest Rules shall prevail, govern and control.