

CTA TOTE BAG SWEEPSTAKES (“PROMOTION”) OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

1. Eligibility. The Promotion is open to legal residents of the 50 United States and District of Columbia (“D.C.”), 18 years of age and older (19 and older if a resident of Alabama or Nebraska). Employees, directors, clients, contractors, agents and representatives and officers of Chicago Transit Authority (“CTA”), and members of their immediate families (defined as including spouse, domestic partner, biological, adoptive and step- parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) are not eligible to participate or win a prize in the Promotion. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. The Promotion is void outside the 50 United States/D.C. and where prohibited by law.

2. Promotion Period. The Promotion Period is scheduled to begin on or around June 21, 2022, and end on or around July 12, 2022 (the “Promotion Period”).

3. How to Enter. Eligible Participants must follow @CTARPM and @ChicagoCTA; post a photo to their own social media account (either Facebook, Twitter, or Instagram) and tag the official @CTARPM social media account ;and must use hashtag “#CTARPMGiveaway” during the Promotion Period. The post must include evidence of the entrant’s visit to the Promoted Business. A Promoted Business is a business registered with CTA’s RPM Open for Business program.¹ Adequate evidence includes at a minimum: (1) a picture of Eligible Participant outside of the Promoted Business or engaging with a product that the Promoted Business offers, (2) a caption, and (3) a tag of the Promoted Business. Adequacy of evidence to the Promoted Business is subject to the sole discretion of the CTA.

(A) If CTA determines that you are eligible to participate in the Promotion, you will automatically be entered into the prize drawing described in Rule 4. Use of any automated system or third-party entry service to submit entries is prohibited and will result in disqualification.

LIMIT ONE ENTRY PER PERSON FOR THE ENTIRE PROMOTION PERIOD, REGARDLESS OF METHOD USED TO ENTER.

All entries become the property of CTA and will not be acknowledged or returned except as provided herein. Proof of submission of an entry will not be deemed

¹ For a complete list of Promoted Business, please see separate attachment titled “116-103 O4BP Master List Information.”

proof of receipt by CTA. All incomplete or non-conforming entries will be disqualified.

CTA reserves the right to void all entries of an entrant who submits more than one (1) entry by using multiple/different e-mail addresses, identities or any other methods.

4. Prize Drawing. Shortly after the Promotion Period has ended, CTA will conduct a random drawing from among all eligible entries received during the Promotion Period through the combined entry methods described in Rule 3 to elect the winners of the prizes described in Rule 5, below.

5. Prizes. Values and Odds of Winning. Each Eligible Participant may win 1 of 50 available tote bags (a \$16 value). No substitution or transfer of prize is permitted, except as provided herein. If an advertised prize cannot be awarded for any reason, CTA reserves the right to substitute a prize of equal or greater value. **All federal, state and local income taxes on prizes are the sole responsibility of the winner.**

Potential winners will be notified by direct message approximately 15 days following the drawing, using information provided by potential winners at the time of entry. CTA will make reasonable efforts to contact prize winners, but assumes no liability for failure to reach a prize winner. At CTA's discretion, and as a condition of being awarded a prize, each winner may be required to sign and return an Affidavit of Eligibility, Liability Release and, where permitted by law, a Publicity Release within ten (10) (collectively, "Affidavit") days of the winner's receipt of initial written notification. The prizes will be mailed to winners after the identity, address and eligibility of each winner has been confirmed and, if required, a signed Affidavit has been received by CTA. Please allow approximately 30 days for shipment of prizes following confirmation. Odds of winning a prize depend upon the number of eligible entries received through the entry methods set forth in Rule 3. All prizes will be awarded provided they are claimed properly in accordance with these Official Rules. Any unclaimed prizes may not be awarded or, at CTA's sole discretion, may be awarded to an alternate winner as described in Rule 6.

6. General Rules. (A) The Promotion is subject to all applicable federal, state and local laws and regulations. Participation in the Promotion constitutes an entrant's full and unconditional agreement to abide by and be bound by these Official Rules and CTA's decisions, which shall be final and binding in all matters related to the Promotion. (B) If any prize notification or prize is returned as undeliverable, or if a winner is unable to accept his/her prize for any reason, or if CTA, in its sole discretion, deems a potential winner ineligible to receive a prize for any reason, including but not limited to failure of the winner to comply with these Official Rules, that prize will be forfeited and, in CTA's sole discretion, that prize may be awarded to an alternate winner in a random drawing from among

the remaining entries received. Winning a prize is contingent upon fulfilling all requirements of these Official Rules. CTA is not responsible for inability of any winner to accept his/her prize in accordance with these Official Rules. (C) CTA is not responsible for: (i) electronic transmissions that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, or not received by CTA for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for deletion, theft or destruction of, unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network or software; (iv) causes beyond CTA's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (v) incorrect or inaccurate entry information, whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (vi) any typographical or other error in any printing or advertising relating to the Promotion, in the administration or execution of the Promotion, or in the announcement of the prize winners; or (vii) cheating or fraud by any entrant. (D) All incomplete or non-conforming entries will be disqualified. (E) If for any reason the Promotion cannot be executed as planned, including but not limited to any printing, administrative, human or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of CTA that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes corrupted in any way, electronically or otherwise, CTA reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion without notice. If the Promotion is terminated prior to the stated end date of the Promotion Period, the prizes will be awarded in a random drawing from among all eligible, non-suspect entries received prior to the time/date of termination. (F) CTA reserves the right, in its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or the operation of the Promotion, or who acts in violation of these Official Rules or in a disruptive manner. (G) CTA's failure to enforce any term or condition of these Official Rules shall not constitute a waiver of that term or condition. (H) All trademarks used herein are the property of their respective owners.

CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CTA RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES OR OTHER REMEDIES FROM ANY PERSON RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute regarding the identity of the individual who submitted a winning entry, the entry will be deemed submitted by the person whose name appears on the entry, and such person must comply with these Official Rules. By

entering, each entrant agrees to indemnify, release, defend and hold harmless CTA, and their respective parent entities, subsidiaries, affiliates and agencies, and the officers, directors and employees of each of the foregoing (collectively, the "Released Parties"), from and against any and all liability for loss, harm, damage, injury, cost or expense whatsoever arising from or in connection with participation in the Promotion or the acceptance, possession and/or use/misuse of a prize (if applicable).

Participant's entry constitutes consent to CTA's use of Participant's name, likeness, photograph, voice, opinions, hometown and/or state for promotional purposes in commerce and in any media, worldwide, (including but not limited to internet, social media and television broadcast) without limitation and without further notice, consent or compensation, except where prohibited by law.

7. Governing Law. Any and all disputed claims and/or causes of action arising out of or connected with the Promotion or any prize awarded, shall be resolved individually, without resort to any form of class action or other forms of collective litigation, exclusively by the United States District Court for the District of Illinois or the appropriate Illinois State Court if the federal court lacks jurisdiction. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participants and CTA in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Illinois. In the event that the provisions of this Rule 7 are found to be void or otherwise unenforceable, this Rule 7 shall be severed from the remainder of this agreement, which shall remain enforceable.

8. Sponsor. The Promotion is sponsored solely by CTA, 567 W Lake Street, Chicago, IL 60661. Any questions or complaints regarding the Promotion must be directed to CTA only by contacting RPM@transitchicago.com.

9. Disclaimer. All information contained herein does not constitute an expressed or implied contract. Provisions in this CTA Tote Bag Sweepstakes may be subject to change at the discretion of CTA.