

Metro ExpressLanes Friends and Family Promotion Official Rules

Terms and Conditions

These rules govern the Metro ExpressLanes Friends and Family Promotion (Promotion) being conducted by Los Angeles County Metropolitan Transportation Authority (Metro) beginning on June 12, 2013 and ending on August 12, 2013 at 11:59 PM Pacific Standard Time.

1. **How to Participate:** To participate in the Promotion, you must be an existing Metro ExpressLanes FasTrak customer with an account in good standing. When existing Metro ExpressLanes customers (referrer) refer a friend or family member (referred customer) and a new Metro ExpressLanes FasTrak account is opened using the referrer's account number, the referrer will receive \$10 in toll credits after the referred customer's account has been open for 60 days and is in good standing on the sixtieth (60th) day.
2. **Eligibility Restrictions:** The Promotion is open to all persons who are 18 years of age or older and have a valid Metro ExpressLanes FasTrak account. This Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

Participants are required to provide truthful information and Metro reserves the right to reject and delete any account that it discovers to be false or fraudulent. Metro will disqualify any individuals who do not meet the eligibility requirements. Metro also will disqualify any account that has been opened by a person under the age of 18 or proven to not be in compliance with these FasTrak Agreement Terms and Conditions.

The promotion is good for new Metro ExpressLanes accounts only and cannot be applied to customer accounts that have been closed and re-opened within the last 12 months.

The referred customer will become eligible to participate in the Friends and Family Promotion after opening a new Metro ExpressLanes FasTrak account.

3. **Promotional Award:** One \$10 promotional toll credit will be awarded to the referrer within one week of when the referred customer's Metro ExpressLanes FasTrak account has been open for 60 days and is in good standing on the sixtieth (60th) day. There is no limit to the number of \$10 referral credits an existing customer can earn. A \$10 toll credit will be applied for each new account opened using the referrer's account number, after the new account is open for 60 days and is in good standing on the sixtieth (60th) day. The referred customer may only provide one referrer's account number during the process of opening a new account.

The \$10 Friends and Family toll credits will be credited to the Metro ExpressLanes FasTrak account; not per transponder on the account. Toll credits are not transferable and have no cash value.

The Promotion may be combined with other Metro ExpressLanes promotions. Where a conflict exists between promotions, Metro ExpressLanes reserves the right to determine which promotion will apply. Metro ExpressLanes reserves the right to modify, suspend, cancel or extend any promotion at any time without prior notice. Metro ExpressLanes also reserves the right to change, add, delete or alter in any way the official Promotion details and restrictions at any time during any promotion, without prior notice.

4. **Conditions:** Decisions made by Metro management with respect to the Promotion are final.

The Promotion is governed by and subject to the laws of California and the United States. All federal, state, and local laws and regulations apply. Void where prohibited by law. Each

promotional toll recipient will be solely responsible for all taxes and all other fees and expenses not specified herein associated with the receipt and use of the Promotional award.

By participating in the Promotion, the award recipient agrees to have their name, voice, and likeness used in any advertising or broadcasting material relating to the Promotion without additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize.

Prior to crediting the Promotional award to customer accounts, Metro, in its sole discretion, may require Promotional award recipient (and any travel companion(s) or guest(s)) to sign a liability release, agreeing to release and hold harmless Metro, its officers and employees, member agencies, directors, agents and representatives and all of their successors and assigns from and against any and all claims or liability arising directly or indirectly from the Promotional award and participation in the Promotion. Failure to comply may result in a finding of non-compliance with the Terms and Conditions of the Promotion.

If for any reason the Promotion cannot be executed as planned, including, but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Metro that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, Metro reserves the right to cancel, terminate or modify the Promotion. If the Promotion is terminated before the original end date, those participating in the Promotion prior to the termination will still be eligible to receive the Promotional award.

Metro, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of Metro, Metro ExpressLanes, or the websites. Failure to comply with the rules of the Promotion may result in a contestant's disqualification and/or forfeiture of any prize. If Metro makes a good faith determination that cheating or fraudulent activity has occurred in connection with the Promotion, Metro reserves the right to disqualify that customer from winning future Promotions and to prosecute and seek damages to the fullest extent permitted by law.

Metro reserves the right to make changes in the rules of the Promotion, including, without limitation, the substitution of an award of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of Metro, any competition or award-related event or travel is delayed, rescheduled, postponed or cancelled, Metro reserves the right, but not the obligation, to cancel or modify the Promotion and shall not be required to award a substitute award.

Metro is not responsible for typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a Promotional award.

5. **Privacy:** By use of the Metro or FasTrak affiliated websites or by signing up for a FasTrak account through the Metro ExpressLanes website, you agree to the use of your personal information as described in the Privacy Policy located at www.metroexpresslanes.net.
6. **Sponsor of the Contest:** Promotion is sponsored by Metro, One Gateway Plaza, MS 99-25-1, Los Angeles, California 90012. Metro makes all decisions related to the development, management and implementation of the Contest. Questions should be directed to Ruby Arellano at (213) 922-2400 or ArellanoRu@metro.net.