

#Metra2Lolla Instagram Contest
Official Rules
No Purchase Necessary

NO PURCHASE IS NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. MESSAGE AND DATA RATES MAY APPLY TO PARTICIPATE.

By entering the "#Metra2Lolla Contest" (the "Contest"), you agree to comply with and be bound by the following official Contest rules. If you do not agree with the rules in their entirety, you are not permitted to enter the Contest.

1. Eligibility

The Contest is open only to Illinois residents who are 14 or older at the time of entry. Employees and their immediate families, including household members, of Northeast Illinois Regional Commuter Railroad Corporation d/b/a Metra ("Sponsor"), Union Pacific Railroad, Burlington Northern Santa Fe, Northern Indiana Commuter Transit District, their affiliates, subsidiaries, divisions, advertising or promotion agencies are not eligible.

Contest is subject to all applicable U.S., Illinois, and any applicable local laws or regulations. Contest is void where prohibited by law. This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram.

2. How to Enter

Entrants must (1) submit a photo or video to Instagram showing the contestant with Metra tickets or a Metra schedule at a train station or onboard the train, (2) include a caption to the photo or video describing how the contestant used Metra, (3) include the hashtag #Metra2Lolla and (4) must also follow Metra on Instagram. Entries must be received between 12:01 am Central Time ("CT") July 10, 2017 and 11:59 pm CT July 21, 2017 (the "Entry Period"). Entrants are subject to all applicable notices posted in the application and including but not limited to privacy policies and terms and conditions found on <http://www.metrarail.com>. Entrants' Instagram accounts must be public and thus viewable by the Sponsor or its agents. To remain eligible, Entries must not be deleted or retracted and profiles must remain public during and up to the end of the Entry Period.

Multiple entries will be accepted during the Entry Period. Reposts of an entrant's prior Entry or another Instagram user's Entry will not be considered eligible entries. All Entries will be individually judged. Anyone found to use multiple accounts to enter will be ineligible.

All Entries, emails, photographs, comments and requests become Sponsor's property and will not be returned or acknowledged. In the event of any dispute regarding the identity of a person submitting an Entry, the Entry will be deemed submitted by the person who is the registered owner of the Instagram account.

3. Restrictions; Evaluation of Entries

Entries should not contain any content that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, or that otherwise contains inappropriate content or objectionable material as determined by Sponsor in its sole and unfettered discretion. All rights contained in the photo(s) posted by entrant must be owned or otherwise controlled by entrant or entrant must have the necessary rights and consents to grant the license referenced below, and the photo(s) posted by entrant must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any person or entity. The photo(s) posted by entrant may include other persons only if entrant obtains all releases and consents necessary to permit such exhibition and use. If any person appearing in an image posted by entrant is under the age of majority in his/her state, the signature of a parent or legal guardian will be required on each release. The image(s) posted by entrant must not contain any personally identifiable information of any person other than entrant. If an image includes entrant's personally identifiable information, entrant acknowledges and agrees that such information may be disclosed publicly and entrant is solely responsible for any consequences thereof. The image(s) posted by entrant may not contain any commercial content or logos other than Metra content or logos. Photos that contain any of the above will be deemed ineligible entries.

A potential winner (with alternate(s) in the event of ineligibility of the selected winner) will be selected by the Sponsor's panel of judges, which will consist of Metra staff, including the Directors of Marketing & Communications, the Social Media Manager and Specialist, and Graphic Designers. Judging of eligible entries will be made based on the following criteria for each submission: the degree of association with Metra, originality, and artistic merit. Each category will have equal weight. Depending upon the number of eligible entries, one or more members of the judging panel may elect to perform multiple rounds of evaluation until the final winner is determined.

Metra shall determine winner eligibility in its sole and absolute discretion. All decisions made by the judges are final. Metra will notify the winner via the contact information provided at the time of entry; Metra may disqualify anyone who fails to respond to the notification within five business days. Please do not contact Metra about the status of entries or judging.

4. Important Notice

Incomplete, inaccurate or ineligible entries shall be deemed void. Posting a photograph on Instagram requires a mobile device and therefore an entrant's wireless service provider may charge entrant for data and/or message usage. Entrant shall be responsible for any and all costs associated with entry. Please consult your wireless service provider regarding their pricing plans. Not all mobile phone providers carry the necessary service to participate. Check your phone and service capabilities for specific mobile internet instructions.

5. Prize

One (1) winner will receive one (1) prize consisting of two (2) 4-day passes to Lollapalooza 2017 ("Event"). Pass will not be replaced if lost or stolen. Pass usage is subject to the Event's terms and conditions. The potential winner will be selected as described above after the close of the Entry Period. The potential winner will be notified prior to the Event through Instagram and will be required to complete and return an Affidavit of Eligibility, Liability and Publicity Release, and if applicable, a parental

consent form (“Affidavit/Release”). The Affidavit/Release must be completed and returned within five days of notification or an alternate winner may be selected. Prize must be picked-up prior to the event. If a potential winner cannot be contacted, or if an Affidavit/Release is returned as undeliverable or if a selected potential winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and awarded to an alternate winner determined to be the runner up in the judging process.

Odds of winning depend on number of entries received. Many will enter; one will win.

6. Prize Conditions

No substitutions are permitted. Prize may not be exchanged. Prize is not redeemable for cash. Prize is non-assignable and non-transferable. Winner is responsible for applicable United States federal, state, local, and income taxes associated with winning the prize. Any other incidental expenses related to the prize are the sole responsibility of winner. Entry and acceptance of the prize constitute permission to use a winner's entry, name, prize description, hometown, photograph, likeness, video, statements, and other biographical information for posting online, advertising and promotional purposes without further compensation. Notwithstanding the above, Metra may require the potential winner to submit sensitive personal information to fulfill certain legal requirements, such sensitive personal information will be identified and expressly not included under the releases found in these Rules.

7. License

By submitting your entry, you hereby grant to Sponsor, and to its licensees, successors and assigns, and any person or entity acting on its behalf, the non-exclusive, unrestricted, fully transferable, assignable and sublicensable, irrevocable right and license to use, publish, copy, reproduce, import, exploit, modify, edit, transmit, adopt, create derivative works from, and distribute the entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity for any purposes without compensation, permission or notification. You further grant to Sponsor the right to use your entry name, or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide, and in perpetuity, without compensation (unless prohibited by law) or additional consents.

8. General

By participating, entrants fully and unconditionally agree to these Official Rules and the decisions of the Sponsor, which are binding. Entrants agree that they release the Sponsor, any parent company, affiliated companies, Instagram, and all other businesses involved in this Contest, as well as the employees, officers, directors and agents of each such company, from all claims and liability relating to their participation in this Contest, and acceptance and use of the prize. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Contest or receipt or use of the prize. Sponsor has not made nor is in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize, including, without limitation, to the prize's quality or fitness for a particular purpose. The Sponsor is not responsible for any typographical or other error in the advertising for the Contest, administration of the Contest or in the announcement of the prize. Sponsor is not responsible if Contest cannot take place or

if the prize cannot be awarded due to cancellations, delays or interruptions due to acts of God, acts of war (declared or undeclared), natural disasters, weather, acts of terrorism, riot or civil disturbance, satellite or equipment failure, federal state or local government law, order or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence).

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the Instagram account submitted at time of entry. Authorized Account Holder means the natural person 14 years of age or older, who is a registered user of Instagram. Sponsor may require entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder of the Instagram account associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (ii) any injury or damage to persons or property, including but not limited to death, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use of the prize. By participating in the Contest, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of the Sponsor, which are final and binding in all matters.

Behavior which is intended to disrupt or undermine the legitimate operation of the Contest, or which is intended to annoy, abuse, threaten or harass any other person, or any failure to comply with these Official Rules, may result in disqualification from the Contest, and Sponsor reserves the right to seek damages and other remedies from any such person engaging in such behavior to the fullest extent permitted by law. The Sponsor reserves the right to: (i) permanently disqualify from the Contest any person it believes has intentionally violated these Official Rules; and (ii) cancel, suspend and/or modify the Contest without any liability if any fraud, virus, tampering, bugs, unauthorized intervention, technical failure or other factor beyond Sponsor's reasonable control impairs the administration, functioning or proper play of the Contest, as determined by Sponsor in its sole discretion, and withdraw the online and/or wireless method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Contest), and to select winner from among all eligible entries received prior to withdrawal. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

SPONSOR IS NOT RESPONSIBLE FOR INCOMPATIBILITY OF ENTRANT'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY WITH SPONSOR'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY.

9. Warning

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO

SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Indemnity

Each entrant in this Contest, including, without limitation, the Winners, hereby agrees to defend and hold harmless the Sponsor and its directors, officers, employees, representatives and agents from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a Prize, participation in this Contest and participation in any activity related to this Contest.

11. Applicable Laws & Jurisdiction

This Contest is subject to all applicable United States federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by and interpreted under the laws of the State of Illinois without regard to its conflicts of laws provisions. By participating, entrants agree that any and all disputes arising out of or relating in any way to this Contest shall be resolved individually, and without resort to class action, exclusively by a state or federal court located in Chicago, Illinois. Should there be a conflict between the laws of the State of Illinois and any other laws, the conflict will be resolved in favor of the laws of the State of Illinois. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

12. Winner List

For confirmation of the prizewinner's name and city of residence, send a written request via email or US mail to:

FOIA@metrarr.com or

Metra
ATTN: FOIA
547 W. Jackson Blvd.,
Chicago, IL 60661.

13. Sponsor

Northeast Illinois Regional Commuter Railroad Corporation d/b/a Metra
Attn: Marketing
547 W Jackson Blvd.,
Chicago, IL
60661

Any questions, comments or complaints regarding this Contest should be sent via e-mail or mail to: Metra Attn: Marketing Team, 547 W Jackson Blvd., Chicago, IL 60661.

Void outside of Illinois and wherever prohibited by law.

RELEASE AGREEMENT

This RELEASE AGREEMENT is made in Chicago, Illinois as of the date set forth below by the undersigned ("Contributor") in favor of Northeast Illinois Regional Commuter Railroad Corporation d/b/a Metra ("Metra"), with offices at 547 W. Jackson Blvd., Chicago, IL 60661.

WHEREAS, Contributor has or will, alone or jointly or with others, appear in and/or contribute to, edit, produce and/or otherwise author or create photographs, video clips, audio clips, sounds recordings and/or other works of authorship (the "Works"), which may contain, reference or embody the name or identity of Contributor, photographic or video image, drawings or other likeness of Contributor, voice or other sound recording of Contributor, statements or endorsements made by Contributor, and/or other aspects of the identity or persona of Contributor (collectively, "Associated Rights");

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contributor agrees as follows:

1. All aspects and portions of the Works created, developed, edited, modified or otherwise authored by Contributor, either alone or with others, and all copyright and other intellectual property rights therein, shall be the sole and exclusive property of Metra, it being intended that all such Works shall be deemed "works made for hire." In the event that all or any portion of the Works are for any reason not deemed to constitute a "work made for hire," Contributor hereby assigns to Metra any and all of Contributor's right, title and interest in and to the Works and all copyright and other intellectual property rights therein.

2. Contributor hereby grants Metra and its representatives, assigns, employees, and any person, corporation, or other entity acting under its permission or authority or for whom it might be acting the perpetual, irrevocable, worldwide, fully-paid and royalty-free right and permission to use, broadcast, publish, reproduce, distribute, and/or otherwise exploit the Associated Rights in connection with their use of the Works in such manner, for such purposes, and with such frequency, in whole or in part, in any media currently existing or later developed, as they shall determine in their sole discretion without further compensation or consideration to Contributor and without further authorization by Contributor. Contributor hereby waives all rights of inspection or approval with regard to any photographing, recording, taping, reproduction, printed, audio or video publication and/or other use of the Associated Rights in connection with the Works.

_____, 201____
(Signed)

If the Contributor is under 18 years of age, the signature of a parent or legal guardian is required:

_____, 201____
(Signed Parent or Legal Guardian)

Print Name: _____

Address: _____

