

RAPID NW First Anniversary CONTEST RULES (“OFFICIAL RULES”)

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

Prizes: One (1) winner will receive one (1) Universal Annual Pass, valid beginning January 1, 2025. Twelve (12) winners will receive one (1) Universal Monthly Pass. Additionally, three hundred and sixty-five (365) winners will receive one (1) Universal Day Pass. Prizes will be issued in the Token Transit App. Physical pass available upon request by contacting the Embark Public Affairs team. No cash equivalent is permitted. The prize is non-assignable and non-transferable. All prize-related expenses and/or taxes shall be the sole responsibility of the winner. All federal, state, local and municipal laws and regulations apply. Acceptance of prize constitutes permission for Sponsor to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation.

Odds: The odds of winning depend on the number of eligible entries received and are therefore unknown to Sponsor.

How to Enter: The Contest must be entered by completing an entry form at the EMBARK Transit center located at 410 NW 5th St, Oklahoma City, OK or by submitting an entry using the online form at EMBARKOK.com/rapidisone. Limit of one (1) entry per person. The entry must fulfill all requirements, as specified, to be eligible to enter the contest. Entries that are incomplete or do not adhere to these Rules or specifications may be disqualified at the sole discretion of the Sponsor. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the Rules. If you use fraudulent methods or otherwise attempt to circumvent the Rules, your submission may be removed from eligibility at the sole discretion of SPONSOR.

Eligibility: Contest participants must be at least eighteen (18) years old at date of entry. The contest is only open to Oklahoma Residents and is void where prohibited by law. Current employees of Central Oklahoma Public Transit and Parking (COPTA/EMBARK), **the** City of Oklahoma City (City) and employees of current COPTA/EMBARK/City contractors are **ineligible to participate** in this Contest. The Contest is subject to all applicable federal, state, local and municipal laws and regulations and is void where prohibited by applicable law.

Persons who have won a prize in another contest or promotion of any kind from EMBARK, within the thirty (30) day period immediately preceding the start date of this Contest are not eligible to participate in the Contest. Only one person per family or household (whether related or not) may win in any promotion from EMBARK during any thirty (30) day period.

Contest Period: Entries will be accepted online and at the EMBARK Transit Center starting on December 3, 2024, at 10:00 AM CT and ending December 18, 2024, at 11:59 PM CT. All online entries must be received by December 18, 2024, at 11:59 PM CT. Contest drawing will take place on December 20, 2024.

Winner selection and notification: Winners of the Contest will be selected in a random drawing. Winners will be notified via email to the email address provided on the survey entry within five (5) days following the drawing. Sponsor shall have no liability for winner's failure to receive notices for any reason, including without limitation, for email delivery to spam, junk e-mail or other email settings or for incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, and/or fails to claim the prize within fifteen (15) days from the date notification is sent, the prize may be forfeited, and an alternate winner selected by a secondary random drawing.

Agreement: By participating, you agree to be fully and unconditionally bound by these rules stated herein ("Rules"), and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Sponsor as final and binding as it relates to the content and the Contest. You release the Sponsor from all liability or damages sustained by you relating to the Contest.

ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

Rights Granted by you: By entering this Contest you understand that Sponsor, anyone acting on behalf of Sponsor or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and

winner's name, portrait, picture, voice, likeness, image or statements about the Contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

Terms: Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Contest for any reason including by example and without limitation, should (at Sponsor's sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond Sponsor's control, corrupt or affect the administration, security, fairness or proper conduct of the Contest. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these, Rules.

Sponsor has the right, in its sole discretion, to maintain the integrity of the Contest, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by these Rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. \Should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

By entering the Contest, you agree to receive email newsletters periodically from Sponsor. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

Limitation of Liability: BY ENTERING YOU AGREE TO RELEASE AND HOLD HARMLESS SPONSOR AND ITS OFFICERS AND DIRECTORS AND EMPLOYEES, ADVERTISING AND PROMOTION AGENCIES, REPRESENTATIVES, AND AGENTS FROM ANY LIABILITY, ILLNESS, INJURY, DEATH, LOSS, LITIGATION, CLAIM OR DAMAGE THAT MAY OCCUR, DIRECTLY OR INDIRECTLY, WHETHER CAUSED BY NEGLIGENCE OR NOT, FROM: (I) SUCH ENTRANT'S PARTICIPATION IN THE CONTEST AND/OR HIS/HER ACCEPTANCE, POSSESSION, USE, OR MISUSE OF

ANY PRIZE OR ANY PORTION THEREOF, (II) TECHNICAL FAILURES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE MALFUNCTIONING OF ANY COMPUTER, CABLE, NETWORK, HARDWARE OR SOFTWARE; (III) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY TRANSMISSIONS OR TELEPHONE OR INTERNET SERVICE; (IV) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE CONTEST; AND (V) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST OR THE PROCESSING OF ENTRIES.

Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF OKLAHOMA. AS A CONDITION OF PARTICIPATING IN THIS CONTEST, PARTICIPANT AGREES THAT ANY AND ALL DISPUTES WHICH CANNOT BE RESOLVED BETWEEN THE PARTIES AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY BEFORE A COURT LOCATED IN OKLAHOMA HAVING JURISDICTION. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES, OTHER THAN PARTICIPANT'S ACTUAL OUT-OF-POCKET EXPENSES AND PARTICIPANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

Winners List: To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: EMBARK ATTN: RAPID NW First Anniversary Contest C/O Armando Reyes 2000 S. May, Oklahoma City, OK 73108. Requests must be received no later than January 24, 2025.

Sponsor: The Sponsor of the Contest is EMBARK 2000 S. May, Oklahoma City, OK 73108.