

## **RIDE TRANSIT COMMUTER CREDITS PROGRAM** **PARTICIPATION TERMS AND CONDITIONS**

**Program Registration.** Registration for the Ride Transit Commuter Credits program (the “Program”) begins January 30, 2023 and will end on May 31, 2023. In order to be eligible to participate in this Program, You must be a valid Peach Pass Toll Personal account holder and have an unexpired Transit Pass. Your participation in this Program is strictly voluntary. If you do not agree to these terms and conditions, please do not go any further and do not complete your registration. You, the participant (“You” or “Your”), can register for the Program anytime within this registration timeframe. Once registered, You will be notified of Your official start date to begin earning toll credits when riding the Eligible Routes on the I-85 and the I-75 Express Lanes instead of driving Your normal commute. The Program will begin on February 6, 2023 and continue on a rolling basis until June 30, 2023.

**Registration Criteria.** In order to successfully register for this Program, You must:

1. Identify an Xpress, Gwinnett County Transit (GCT), or CobbLink route that operates along the Express Lanes corridor from the list below (the “Eligible Routes”); and
2. Be a valid Peach Pass Toll Personal account holder and have an unexpired Transit Pass (either a Breeze Card or a Token Transit Account ID); and
3. Sign up for the Commuter Credits Program online at <https://www.peachpass.com/ridetransit/>

**Eligible Routes.** The Eligible Routes are set forth in <https://www.peachpass.com/ridetransit/>

**Program Eligibility.** It is a condition of Your participation that all information supplied by You will be correct, current and complete. We may contact You to verify the information provided. SRTA has the right to refuse or discontinue Your participation in this Program, including the right to withhold any toll credits if we believe You have failed to meet Your obligations. Each participant can register one Transit Pass per valid Peach Pass transponder per registration. You must use that same Transit Pass You used to register for the Program to pay for all qualifying transit trips. After You complete the online registration form and Your Peach Pass account and Transit Pass ID numbers have been verified by SRTA, You will be notified of the eligible start date from which you can begin to participate in the Program and earn toll credits.

It is also a condition of Your participation that You give SRTA permission, through this user agreement, to analyze the past and future usage of both Your registered Peach Pass transponder and Your registered Transit Pass ID. Your eligibility to earn toll credits on a weekly basis will depend on your weekly travel choices, compared to a personal baseline.

**Earning Toll Credits.** For the duration of the Program, Your Peach Pass and Transit Pass accounts must be in good standing, and the Peach Pass account must have no outstanding violations. Qualifying transit trips must be taken within the Program duration from February 6, 2023 to June 30, 2023. For a given week within the duration of the Program, each participant can earn up to \$5.00 in toll credits per additional “Express Lane Transit Day”, compared to a personal baseline as defined below. An Express Lane Transit Day is any weekday when your Transit Pass is utilized on an Eligible Route AND your Peach Pass transponder is not utilized in the Georgia Express Lanes between 6 a.m. and 10 a.m. or 3 p.m. and 7 p.m. Monday-Friday only (the “Peak Hours”). Upon receiving your registration request, SRTA will calculate your average number of Express Lane Transit Days per week over a period of up to twelve weeks prior to the week of Your registration (this average is Your Baseline). Your Baseline will be rounded down to the nearest whole number of Express Lane Transit Days per week. For example, if You have averaged between 3 and 4 Express Lane Transit Days Your Baseline will be 3 Express Lane Transit Days per week. In order to earn credits in a given week of the Program, You must increase Your transit usage on Eligible Routes relative to a Your Baseline. Calculated on a weekly basis, for each additional Express Lane Transit Day relative to Your Baseline, You will receive \$5 in toll credits for future use in the Express Lanes, up to a maximum of \$150 in toll credits throughout the program duration.

Earned toll credits, if any, will be applied to Your Peach Pass account on a weekly or monthly basis. By choosing to participate, You are aware that specific trip information (such as trip times, locations, fare media, etc.) related to Your Transit Pass transactions will be used for verification purposes in order for SRTA to verify and apply earned toll credits to your account. You also understand that if your Peach Pass transponder is detected in the Georgia Express Lanes during Peak Hours on any weekday, that day will be ineligible for toll credits.

### **Limitations of Toll Credits**

Toll credits cannot be applied to a Peach Pass account that is not in good standing. Toll credits cannot be refunded or redeemed for cash nor transferred from one account to another. If You close Your Peach Pass account before using the toll credits, You forfeit any and all unused toll credits earned during this Program.

**Privacy.** SRTA respects the privacy of its customers. SRTA does not sell or share its customer list with outside marketers. SRTA may use the contact information provided by You to communicate with You. Such communication may concern Your accounts and marketing communications related to SRTA. You agree that SRTA or its designee may collect and analyze traffic, travel, or other statistical information using the Peach Pass and Transit Pass ID numbers You provide in order to determine Your eligibility to earn toll credits and the effectiveness of the Commuter Credits program. Data analysis may include travel occurring before, during and after the program window. SRTA will not allow the use of or assist any third party to use this data in a way that associates Your personal identifying information with the anonymous information obtained unless required by law or by court order.

**Disputes.** Disputes may be directed to the Peach Pass Customer Service Center (see [https://www.mypeachpass.com/contact\\_support](https://www.mypeachpass.com/contact_support)). If a dispute (including but not limited to interpretation of the Program requirements, accuracy of the information provided by You, or Your eligibility to participate in the Program) occurs, SRTA shall be the final decision-maker. Any decision by SRTA will be final. Disputes relating to the earning of toll credits, program requirements, eligibility or other program parameters must be made within 90 days after the posting of the toll credit to Your account or within 90 days of the qualifying or non-qualifying transit trip(s), or the provision of customer information to SRTA by the user. Otherwise, all undisputed transactions will be final 90 days after posting to Your account or the qualifying or non-qualifying transit trip(s).

**Termination.** The Program may be terminated or any of the Terms and Conditions may be revised by SRTA at any time, for any reason, with or without notice to You. SRTA will post all revisions and notices on its website.

**Indemnification/Hold Harmless.** You hereby assume full responsibility and all risk which may result from Your participation in this Program and hereby agree to hold harmless, release, waive, forever discharge and covenant not to sue or bring claims against the State Road and Tollway Authority (SRTA), their officers, agents, or employees. The terms of these terms and conditions shall serve as a release and assumption of risks for Your heirs, executors, administrators and for all of Your family members. You acknowledge that You have read this information and agree to its terms by submitting Your application. You further understand and acknowledge that the Program may be changed at any time without notice.