

## "EQUITY" SWEEPSTAKES OFFICIAL RULES

**1. NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.** The "Equity" Sweepstakes (the "Promotion") is sponsored by Landmark Theatres, TAM and BACC ("Sponsors"), and Sony Pictures Classics (together "Promotion Parties"). This Promotion is only offered in the forty-eight (48) contiguous United States and the District of Columbia (the "Promotion Area").

2. Promotion is subject to all federal, state and local laws. Void outside Promotion Area and where prohibited. Sponsor shall be entitled to interpret these Official Rules as needed — including but not limited to rules regarding entries, winner selection, deadlines, prize restrictions, and eligibility — and all of its decisions are final. By entering, entrants agree to these Official Rules.

3. Limit one (1) entry per person and per e-mail address. Promotion begins on Tuesday, July 26, 2016. Entry deadline is Thursday, September 8, 2016 at 11:59 p.m. Pacific Time ("PT"). Drawing to determine winner will be held on or about September 22, 2016. Sponsor's computer is the official time-keeping device for this Promotion.

**4. Winner will be issued a 1099 tax form and Winner's Affidavit for the appropriate retail value of prize won. Winner is solely responsible for any state, federal or local income taxes that may result from his/her acceptance of the prize in the year in which the prize is awarded.**

5. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing information to Sponsor and not to Facebook. The information entrants provide will only be used for administration of the Promotion and as otherwise set forth in these Official Rules. Any questions that entrants have about this Promotion must be directed to Sponsor and not to Facebook.

### ELIGIBILITY

6. To be eligible, each entrant must be at least twenty-one (21) years old and a legal resident of the Promotion Area as of date of entry.

7. Employees of Sony Pictures Classics and Landmark Theatres, and the members of their immediate families (defined as spouses, parents, siblings or children) and households (whether or not related) are not eligible to enter or win.

### PRIZE

8. Grand Prize (1): Grand Prize consists of a three-day, two-night trip to San Francisco, CA for winner and one (1) guest. Prize tour consists of the following elements only for winner and guest: round-trip (coach class) airfare to San Francisco International Airport from origination airport located within the continental United States at Sponsor's discretion and depending on proximity to winner's residence, and two (2) nights' hotel accommodations (single room/double occupancy). Approximate Retail Value ("ARV"): \$5,000.00.

9. The odds of winning depend on the number of entries received.

### PRIZE RESTRICTIONS

10. Actual value of prize may vary depending on departure city, travel dates, activities or other options selected by winner and industry or seasonal fluctuations. In the event that actual value of prize is less than ARV stated above, winner will not be entitled to reimbursement or compensation of any kind for difference in value.

11. All prize details shall be at Sponsor's sole discretion. Winner and guest assume sole responsibility for all expenses and incidental costs associated with prize not explicitly outlined above, including without limitation, any federal, state and local taxes (including income, sales, use or other taxes), fees, surcharges, passenger tariffs or duties, additional taxes and surcharges collected by foreign governmental and non-governmental entities, service charges, facility charges, additional airline or airport fees such as security fees, checked and/or excess baggage fees, parking, transportation and/or transfers between residences and departure airport, seat selections and any other airline services, additional air or ground transportation, passport and/or visa fees, additional lodging, trip or other insurance of all kinds, any and all costs and expenses associated with changes to itinerary by winner or guest including changes in return home at any time other than as stated in itinerary or other changes to designated departure or arrival schedules for any reason whatsoever, and all other additional travel-related expenses, any additional hotel expenses, tips, gratuities, laundry, phone calls, Internet access, room service, minibar items, additional meals and beverages, alcoholic beverages, additional excursions, sightseeing and entertainment, upgrades, souvenirs, all personal items, spending money, and incidentals. This list is illustrative and not a complete list of every item not included. Hotels may require credit card or cash deposit to cover incidentals. Guest must be at least eighteen (18) years old or accompanied by a parent or legal guardian and may be required to execute and return a liability release and (where legal) publicity release prior to confirmation of reservations.

**12. Prize is valid only for travel departures between October 1, 2016 and September 30, 2017.** Winner and guest must travel on same itinerary. All travel and accommodations are based on double occupancy and are subject to availability and confirmation of reservations, are non-transferable and non-refundable, and must be taken during time frame specified above and for specific tour. Blackout dates may apply. Prize travel may not be combined with any other offer. Schedules are subject to change without notice.

13. Winner and guest are solely responsible for obtaining, at their own expense, any and all necessary travel documents including, without limitation, valid photo ID, valid passport, valid visa and/or entry permits and health certificates where applicable, etc. Winner and guest must be in possession of all such necessary travel documents at the time and point of departure. Airline may deny boarding to any passengers without proper documentation. No refund or compensation will be made in the event of the cancellation or delay of any air or ground transportation. Air travel is subject to any other terms and conditions set forth by relevant carrier as detailed in the standard relevant passenger ticket contract. All requirements of car rental company apply, including winner/guest giving proper licenses and requirements, charges for fuel/upgrades (e.g. automatic transmission, additional features, GPS, incidentals, taxes or 2nd driver use), or other costs beyond the basic car rental charges. Sponsor will not replace any lost, mutilated, or stolen tickets or similar items once in possession of winner or guest.

14. Prize is not redeemable for cash and may not be sold, bartered or auctioned. Prize may not be transferred or substituted except that Sponsor in its discretion may substitute a prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any such changes will be announced.

15. Any portion of prize not used by winner is forfeit and no cash substitute will be offered or permitted. Prize is provided "as is" with no warranty or guarantee either express or implied by Promotion Parties. Promotion Parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Other restrictions apply.

## **TO ENTER**

16. Entries will be accepted beginning Tuesday July 26, 2016 at 12:01 a.m. PT and ending Thursday, September 8, 2016 at 11:59 p.m. PT (the "Entry Period"). During the Entry Period, you must 1) Subscribe to the Landmark Theatres Mailing list (or already be signed up) at <http://filmclub.landmarktheatres.com/> and 2) Email [filmclubpromo@landmarktheatres.com](mailto:filmclubpromo@landmarktheatres.com) by 11:59:59

p.m. PT on Thursday, September 8, 2016 with "EQUITY Sweepstakes" in the subject line, and include your mailing address and phone number in the body of the email in order to receive one (1) entry . You may unsubscribe from receiving Landmark Theatres emails thirty (30) days after the Entry Period by following the instructions in any email that you receive from Landmark Theatres, and doing so will not affect your participation in this Promotion. All steps above must be taken and emails must be received by Sponsor during the Entry Period to be eligible.

17. Limit one (1) entry per person and per e-mail address. Additional entries received from any such person or e-mail address thereafter will be subject to disqualification. Any use of robotic, repetitive, automatic, programmed, script, macro, or any other automated means or similar entry methods or agents (including, but not limited to, contest-entry services) are prohibited and will void all entries submitted by that entrant.

18. All entries must include a valid e-mail address for the entrant. Sponsor is not responsible for electronic communications that cannot be delivered due to incorrect or out-of-date information provided by entrant or that are undeliverable as a result of any form of passive or active filtering of any kind. In the event of a dispute as to the identity or eligibility of a winner based on an e-mail address, the entry will be deemed made by the "Authorized Account Holder" of the e-mail address used for entry. The Authorized Account Holder is the natural person who is assigned to the e-mail address by the relevant Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the corresponding domain.

19. Entrants who fail to provide any required information may be disqualified without further notification by Sponsor. Sponsor is not responsible for entries that are lost, misdirected, garbled, distorted, truncated, incomplete, illegible, incorrect or late for any reason, and all such entries are void. Sponsor reserves the right in its sole discretion to disqualify any entry at any time that in its opinion does not comply with these Official Rules. Entries become the property of Sponsor and will not be returned or acknowledged.

20. The information that you provide in connection with the Promotion may be used by Sponsor in accordance with its Privacy Policy, which is found at <http://www.landmarktheatres.com/privacy-policy> and which may be updated from time to time.

## **SELECTION, NOTIFICATION AND VERIFICATION OF WINNER**

21. On September 22, 2016, or within a reasonable time thereafter, Sponsor or its designee will randomly choose one (1) name from all timely entries received. Subject to verification of eligibility, the person whose name is so drawn will be declared the winner.

22. Sponsor will contact potential winner in accordance with the information supplied to Sponsor on his or her Email Entry. Potential winner must respond to initial notification within forty-eight (48) hours and may be required to present valid photo identification, signed affidavit or declaration of eligibility, liability release, publicity release (where legal), tax forms and/or other legal documents to Sponsor within ten (10) days after initial notification.

23. In the event that potential winner (a) cannot be contacted directly by Sponsor within forty-eight (48) hours from initial attempted notification, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, (d) or is otherwise determined to be ineligible, Sponsor in its discretion may disqualify that individual and an alternate winner will be chosen by random drawing as soon as reasonably practicable after such disqualification. Any alternate winner is subject to all eligibility requirements and restrictions of these Official Rules. Sponsor will conduct up to three (3) alternate drawings. If Sponsor cannot verify a winner after three (3) drawings, no further drawings will be held and the prize will not be awarded.

24. Sponsor may, in its sole discretion, post the verified winner's name at the Promotion Page and/or Sponsor's websites, including LandmarkTheatres.com.

## **PUBLICITY RELEASE**

25. By accepting a prize, winner agrees to award Sponsor the right to publicize his or her name, photographs (including the use and appearance of winner's photograph on the Promotion Page and any of Sponsor's websites), likeness, biographical information, e-mail address, voice and details of winning for purposes of this and future promotions without further compensation, except where prohibited.

## **LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES**

26. Entrants agree that Landmark Theatres, Sony Pictures Classics, Facebook, any other company involved in the development or administration of this Promotion, and a range of subsidiaries, directors, agents, agencies, affiliates, franchisees, promoters, officers, directors, employees and related persons (collectively, "Released Parties"): (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, undeliverable, damaged or stolen mail, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic, or for entries that for any reason are not received by Sponsor by the deadlines stated above; (b) are not responsible for any incorrect or inaccurate information, whether caused by entrants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion or in the printing of this offer, administration of this Promotion, or in the announcement of the prize or the winner; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in this Promotion or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Promotion; (e) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Promotion, the acceptance of entries, the selection of winner, the prizes or otherwise in any Promotion-related materials; (f) are not responsible for any unauthorized third party use of any entry; (g) are not responsible for the inability to select winner because of postal failure, equipment failure, or data storage failure; and (h) are released from any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, arising in whole or in part directly or indirectly, from participating in the Promotion (in whole or in part), the use (including modification, adaptation, and reproduction) of entry materials during or after the Promotion, and the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of any prize.

27. RELEASED PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO THE PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE PROMOTION OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE PROMOTION, THE PROMOTION PAGE OR OTHER PROMOTION-RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PROMOTION. RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE

IN THE PROMOTION, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL.

28. BY ENTERING THE PROMOTION AND/OR ACCEPTING A PRIZE, YOU AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY YOU AGAINST, ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY RELATED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, REDEMPTION, USE OR MISUSE OF ANY PRIZE, PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY, USE BY A RELEASED PARTY OF ANY ENTRY, PARTICIPATION IN THE PROMOTION, OR ANY OTHER CLAIM OR CAUSE OF ACTION YOU MAY HAVE AGAINST A RELEASED PARTY.

29. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

### **TRADEMARKS**

30. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Any third party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third party trademarks in these Official Rules or in the Promotion is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Promotion.

### **MISCELLANEOUS**

31. Sponsor reserves the right to cancel, suspend or terminate this Promotion or any part thereof, in the event that Sponsor determines, in its sole discretion, that the security, administration, fairness and/or operation of the Promotion has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or any other cause beyond Sponsor's control. In such an event, Sponsor will post notice of same on the Promotion Page and select the winner by conducting a random drawing from among all non-suspect entries received prior to the suspension, cancellation or termination of the Promotion or in such other manner as Sponsor, in its sole discretion, deems fair and appropriate under the circumstances.

32. Sponsor reserves the right to disqualify any individual from further participation in the Promotion if Sponsor concludes, in its sole discretion, that such person (a) has attempted to tamper with the entry process or other operation of the Promotion, (b) has repeatedly disregarded or has attempted to circumvent these Official Rules, or (c) has acted towards Sponsor or any other entrant in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempting to enter more than the number of times permitted herein, including through the use of any prohibited device or method. Any failure by Sponsor to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.

33. ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE, THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR REMEDIES AGAINST SUCH INDIVIDUAL AND/OR REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.

34. All activity arising out of and relating to the Promotion, including any reference to an entrant's status as a "winner," is subject to verification and/or auditing for compliance with the Official Rules and you agree to cooperate with Sponsor concerning such verification and/or auditing. If Sponsor determines, in its sole discretion, that verification or auditing activity evidences non-compliance of an entry and/or

entrant with the Official Rules, Sponsor reserves the right to disqualify such entry and/or entrant from the Promotion and any prize at any time.

35. Sponsor reserves the right to correct typographical, printing or clerical errors in any Promotion-related materials. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the number of prizes stated in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing from among all legitimate, un-awarded, eligible prize claims.

## **DISPUTES**

36. By entering the Promotion, entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to you.

37. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and/or obligations of the entrants or Released Parties in connection with the Promotion, shall be governed by California law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than California. All entrants expressly agree that any legal proceedings arising out of or relating in any way to this Promotion or these Official Rules shall be brought only in the federal or state courts located in Los Angeles County, California, and consent to the mandatory and exclusive jurisdiction of such courts with respect to any such legal proceedings.

38. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Promotion-related materials, including but not limited to the Promotion entry forms, or point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control.

39. In the event that any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

## **WINNER'S NAME/OFFICIAL RULES**

40. For a copy of the Official Rules or any legally required winners list (available approximately two (2) months after the date of winner determination), go to <http://www.landmarktheatres.com/sweepstakes-winners-2016> or send a self-addressed, stamped envelope to: Equity Sweepstakes c/o Landmark Theatres Attn: Marketing Department, 2222 South Barrington Avenue, Los Angeles, CA 90064. Requests must be received within six (6) months of the end of the Promotion Period.