

## IF BEALE STREET COULD TALK SWEEPSTAKES

By Landmark Theatres

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN THE IF BEALE STREET COULD TALK SWEEPSTAKES BY LANDMARK THEATRES. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF ANY ONE (1) OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, 21 OR OLDER (EXCLUDING RESIDENTS OF THE STATE OF FLORIDA, PUERTO RICO, AND ALL OTHER U.S. TERRITORIES AND POSSESSIONS). VOID IN THE STATE OF FLORIDA, PUERTO RICO AND ALL OTHER U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED.**

**INTERNET ACCESS IS REQUIRED TO ENTER.**

**PRIZE WINNER MAY BE REQUIRED TO EXECUTE PRIZE ACCEPTANCE DOCUMENTS AND RETURN THEM WITHIN SEVEN (7) DAYS FROM DATE OF ISSUANCE OF NOTIFICATION, AS MORE FULLY DETAILED BELOW.**

**BY ENTERING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR AND ANNAPURNA PICTURES (BOTH DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**1) ELIGIBILITY:** IF BEALE STREET COULD TALK SWEEPSTAKES by Landmark Theatres (the "Promotion") is open to legal residents of any one (1) of the fifty (50) United States and District of Columbia who are 21 years of age or older at the time of entry (excluding residents of the State of Florida, Puerto Rico, and all other U.S. territories and possessions). Void in the State of Florida, Puerto Rico, and all other U.S. territories and possessions and where prohibited. Employees, officers, directors, members, managers, representatives, and agents of Landmark Theatres ("Landmark" or "Sponsor"), Annapurna Releasing, LLC ("Annapurna Pictures") and their respective parents, affiliates, subsidiaries, retailers and advertising and promotion agencies, as well as the immediate family (spouse, parents, siblings, children and each of their respective spouses, regardless of where they reside) and household members of each such employee, whether related or not, are not eligible to enter or win. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Inc. ("Facebook"). By entering, you understand that you are providing your information to the Sponsor and not Facebook. The information you provide will be used for prize winner selection, administration of the Promotion, and compliance with laws, rules, and regulations.

**2) TIMING:** The Promotion begins at 12:01:00 a.m. Eastern Time ("ET") on Monday, December 10, 2018 and ends at 11:59:59 p.m. ET on Monday, January 21, 2019 (the "Promotion Period"). Promotion will consist of forty-two (42) days to enter with one (1) prize winner at the conclusion of this period.

**3) HOW TO ENTER:** During the Promotion 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) with "IF BEALE STREET COULD TALK Sweeps" in the subject line, and include your mailing address and phone number in the body of the email; and/or; 3) Complete the form found on the "SWEEPSTAKES" tab on <https://www.facebook.com/LandmarkTheatres> or <https://www.landmarktheatres.com/if-beale-street-could-talk-sweeps>. By using this form to enter the IF BEALE STREET COULD TALK Sweepstakes, you are consenting to receive emails from Landmark Theatres.

All entry emails and/or forms must be received by 11:59:59 p.m. ET on Monday, January 21, 2019. You may unsubscribe from receiving Landmark Theatres emails 60 days after the Promotion 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 and forms completed by Sponsor during the Promotion Period to be eligible. Other proof of completing the required steps (such as a printed or copied confirmation screen or message) does not constitute actual completion or receipt of the required steps for purposes of this Promotion. Sponsor's clock will be the official timekeeper for this Promotion. Multiple entries may be made with a valid email address. If you use a mobile device to complete the entry steps, standard data rates may apply. See your mobile provider for pricing plan details and capabilities. All entries become the property of Sponsor and may not be acknowledged or returned. Entries that are late, lost, forged, garbled, incomplete, misdirected, generated by script, macro or other automated means and entries by any means which subvert the entry process will be void. Those who do not follow all of the instructions, provide the required information, or abide by these Official Rules will be disqualified. In the event of a dispute as to who submitted an entry, the authorized account holder of the email address used to

participate will be deemed to be the entrant and he/she must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Multiple entrants are not permitted to share the same email address. Potential prize winner may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. Entries may not be made jointly or by any group and may only be made by an individual. Entries made on your behalf by any other individual, made by you for another individual, made by any entity, or entries originating at any website or online service other than as specifically allowed by these Official Rules, including, without limitation, commercial promotion subscription notification and/or entering services, will be declared invalid and disqualified for this Promotion. As a condition of entering the Promotion, each entrant gives consent for Sponsor to obtain and deliver his or her name, address, and other information to third parties for the purpose of administering this Promotion and complying with applicable laws, regulations, and rules.

**4) ODDS, PRIZE WINNER SELECTION AND VERIFICATION:** One (1) potential prize winner will be selected in a random drawing from among all eligible entries received throughout the Promotion Period by Administrator within approximately ten (10) business days of the end of the Promotion Period or by Monday, February 4, 2019. **Odds of winning a prize depend upon the number of eligible entries received throughout the Promotion Period.** Potential prize winners will be notified by phone, email, and/or mail. If a potential prize winner cannot be reached or does not respond according to the notification instructions within three (3) calendar days from the first notification attempt, in the event of noncompliance with these Official Rules, or if prize notification is returned as undeliverable, prize will be forfeited and, at Sponsor's sole discretion, an alternate prize winner may be selected. Each potential prize winner of a prize may, in Sponsor's sole discretion, be required to complete, sign, have notarized (if applicable), and return an Affidavit of Eligibility and Liability/Publicity Release (unless prohibited by law) and tax documents, if applicable (collectively, "Prize Winner Documents"), any or all of which may require the potential prize winner to provide his or her Social Security Number, and a copy of a government-issued identification or number therefrom, within the time frame specified and in the form provided by Sponsor, without revision, or prize may be forfeited. The Prize Winner Documents, if applicable, must be received by Sponsor within seven (7) days of Sponsor sending the documents to the potential prize winner or other time frame as stated in the Prize Winner Documents, or prize may be forfeited and an alternate prize winner may be selected. If any prize, prize notification, or other Promotion communication is returned as undeliverable, or if a selected prize winner cannot be reached or does not respond as instructed after Sponsor has attempted to notify that potential prize winner, that selected prize winner may be disqualified and an alternate prize winner may be selected (time permitting and in Sponsor's sole discretion). Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential prize winner, if any. The prize claim and Prize Winner Documents are subject to verification by Sponsor. The prizes, if legitimately claimed, will be awarded. Sponsor will not be obligated to pursue more than three (3) alternate prize winners (time permitting) for any prize for any reason. At least 1 person travelling must be over the age of 21; accommodation is based on 2 adults sharing one room; a valid credit or debit card will be required to guarantee your room on check in; stay must include a Saturday night in the hotel; flights may be indirect, the prize excludes ground transfers to or from the departure airport, meals and drinks, excursions, attractions, treatments, car rental, visas, personal expenses and anything not expressly stated in the prize package; all elements of the prize are subject to availability; if unavailable, experiences and items of a similar nature and value may be offered at prize provider's discretion; hotel will be selected by prize provider at their sole discretion; winners must contact prize provider with three preferred travel dates in three separate months no later than six weeks prior to departure; once booked, the prize cannot be amended or cancelled; prize is non-refundable and non-transferable; no cash alternative is available; all US travelers flying domestically will require a valid photo ID approved for air travel; any necessary visas or insurance are the responsibility of the winner and guests; prize cannot be taken over Christmas, New Year or US Public Holidays; prize is valid for 12 months from the date of notification of winning and all travel must be completed within that time.

**5) PRIZES:** Prize package inclusions for two (2) adults, including: One grand prize including roundtrip airfare from winner's nearest major US airport to New York, New York and roundtrip airport transfers in New York, New York. Three (3) nights' luxury hotel accommodation in New York, New York. Harlem jazz tour (approximately four (4) hours) including expert local guide and entrance to jazz bars. Themed dinner in a 1970s decade design restaurant up to a total value of one hundred dollars (\$100) per person (up to total value of two hundred dollars (\$200) if there are two (2) adults). New

York City passes which include access to five (5) attractions valid for duration of trip. Unlimited Ride Metro passes valid for trip duration. **Total ARV of all prizes offered in this Promotion: \$3,700.**

*The following applies to all prizes in this Promotion:* All prize details not specified in these Official Rules will be determined by Landmark Theatres in its sole discretion. Each prize winner may be issued a 1099 tax form for the actual value of his/her prize. No more than the stated prizes will be awarded. Sponsor will not replace any lost, mutilated or stolen prizes or any prizes that are undeliverable or do not reach any prize winner because of an incorrect or changed address. If Sponsor determines at any time in its sole discretion that a prize winner or potential prize winner is disqualified, ineligible, or in violation of these Official Rules, Sponsor reserves the right to select an alternate prize winner, even if the disqualified prize winner or potential prize winner's name may have been shown or announced. If a prize winner does not accept or use the entire prize (as applicable), the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. No transfers, prize substitutions, or cash redemptions will be made, except at Sponsor's sole discretion. Gift cards contain no cash value and no unused gift card monies may be used toward staff gratuities. Prize winner is strictly prohibited from selling, auctioning, trading or otherwise transferring any part of a prize, except with Sponsor's permission, which may be granted or withheld for any reason in its sole discretion. Prizes that require shipment will only be mailed or otherwise provided to the verified prize winner's address in the eligible geographic area, unless Sponsor, in its sole discretion, agrees otherwise. Sponsor reserves the right to substitute any prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including unavailability of the stated prize. Participants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption or travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim said prize. Actual value of prize may vary depending on departure city, travel dates, activities or other options selected by prize winner and industry or seasonal fluctuations. In the event that actual value of prize is less than ARV stated above, prize winner will not be entitled to reimbursement or compensation of any kind for difference in value.

Prize winner and guest must travel on same itinerary. All travel and accommodations are based on double occupancy and redemption is subject to availability and confirmation of reservations, are non-transferable, non-refundable, have no cash value, and must be taken within one (1) year of prize winner notification. Prize travel may not be combined with any other offer. Schedules are subject to change without notice. Prize 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. Prize 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.

**6) TAXES AND EXPENSES:** Prize winners are solely responsible for all federal, state, and local taxes and all other fees and expenses associated with prize acceptance and use not specified herein as being part of a prize. Prize 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 prize 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 twenty-one (21) 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.

**7) CONDITIONS OF ENTRY:** By participating, each entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Promotion, including interpretation of these Official Rules and awarding of the prizes. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner and void all associated entries.

**8) GENERAL CONDITIONS:** By participating, entrants consent to the use of their names, cities and states of residence, voices, and/or photographs and/or similar related information for promotional, advertising and other purposes in any and all media now or hereafter known throughout the world in perpetuity by Sponsor and its designees, without additional compensation, notification or permission, except where prohibited by law. EACH ENTRANT ACKNOWLEDGES THAT IF HE/SHE IS CHOSEN AS THE PRIZE WINNER, CERTAIN OF HIS/HER IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES AT LEAST AS REQUIRED BY LAW INCLUDING, WITHOUT LIMITATION, ON THE PRIZE WINNERS LIST.

**9) LIMITATIONS OF LIABILITY:** Entrants agree to release, discharge, indemnify, and hold harmless Sponsor, Administrator, Annapurna Pictures, Rafflecopter, Facebook, and their respective parent companies, affiliates, subsidiaries, divisions, suppliers, distributors, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, members, managers, employees, and agents (collectively, "Releasees") from and against any claims, actions, injury, liability, loss, damages, costs, expenses, or damage of any kind, including, without limitation, attorneys' fees and costs of litigation and settlement, resulting from or arising in connection with participating in this Promotion or from the acceptance, possession, awarding, misuse, or use of any prize awarded (including any travel/activity related thereto), including, without limitation, any injury, damage, death, loss, or accident to person or property.

**EACH PRIZE WINNER AGREES THAT THE PRIZES ARE PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Releasees are not responsible for: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or cable, satellite, telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process of the Promotion; (iv) late, lost, stolen, undelivered, misdirected, delayed, damaged, illegible, inaccurate, garbled or incomplete entries, email address, lost or stolen entry boxes, or for any electronic, computer, printing, typographical, human or other error relating to or in connection with the Promotion, including, without limitation, errors which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the prizes, or in any Promotion-related materials (including these Official Rules); or (v) any injury or damage to persons or property, including but not limited to entrant's computer, hardware, or software, which injury or damage may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion. Sponsor reserves the right to cancel or modify the Promotion for any reason, including if bugs, virus, fraud, technical failures or any other factor impairs the integrity, administration or proper play of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prize for the drawing at issue in a random drawing from among all eligible, non-suspect entries received for the drawing at issue up to the time of the impairment. Releasees are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages or segregation of Promotion-related messages into the "Other" folder of an entrant's Facebook inbox. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY SUCH INDIVIDUAL AND TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY

LAW. The Releasees are not liable to prize winner, any entrant, or any person claiming through such prize winner or entrant for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order, or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened or actual terrorist acts, air raid, blackout, act of public enemy, war (declared or undeclared), epidemic, explosion, fire, flood, earthquake, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond a Releasees' sole control. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion.

**10) ARBITRATION:** Except where prohibited by law, as a condition of participating in this Promotion, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and entrant further waives all rights to have damages multiplied or increased.

**11) CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA.

**12) COPY OF OFFICIAL RULES/WINNERS LIST:** For a copy of the Official Rules or the name of the prize winners (available approximately two months after the date of prize winner determination) (please specify), go to <http://www.landmarktheatres.com/sweepstakes-winners> or send a self-addressed, stamped envelope to: IF BEALE STREET COULD TALK 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.

**13) SPONSOR:** Landmark Theatres, 2222 South Barrington Avenue, Los Angeles, CA 90064

**14) ADMINISTRATOR:** Landmark Theatres, 2222 South Barrington Avenue, Los Angeles, CA 90064

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