

## ROYAL SHAKESPEARE COMPANY: MACBETH GIVEAWAY

By Landmark Theatres

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN THE ROYAL SHAKESPEARE COMPANY: MACBETH GIVEAWAY 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.**

**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 FORM A CONTRACT BETWEEN YOU AND THE SPONSOR (DEFINED BELOW), SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**1) ELIGIBILITY:** The ROYAL SHAKESPEARE COMPANY: MACBETH Giveaway 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"), 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 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 Friday, July 6, 2018 and ends at 11:59:59 p.m. ET on Tuesday, July 24, 2018 (the "Promotion Period"). Promotion will consist of nineteen (19) days to enter with one (1) Grand 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 "RSC MACBETH Giveaway" 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 "Giveaway" tab on <https://www.facebook.com/LandmarkTheatres> or <https://www.landmarktheatres.com/RSC-macbeth-giveaway>. By using this form to enter the ROYAL SHAKESPEARE COMPANY: MACBETH Giveaway, you are consenting to receive emails from Landmark Theatres.

All entry emails and forms must be received by 11:59:59 p.m. ET on Tuesday, July 24, 2018. You may unsubscribe from receiving Landmark Theatres emails 30 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 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. Limit one (1) entry per person per 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. Entries received in excess of the stated limit from any person or email address will be void. 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 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, WINNER SELECTION AND VERIFICATION:** One (1) potential Grand 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 Tuesday, August 7, 2018. **Odds of winning a prize depend upon the number of eligible entries received throughout the Promotion Period.** Potential winners will be notified by phone, email, and/or mail. If a potential 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 winner may be selected. THERE IS A LIMIT OF ONE (1) PRIZE PER PERSON. Any potential 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 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 winner or other time frame as stated in the Prize Winner Documents, or prize may be forfeited and an alternate winner may be selected. If any prize, prize notification, or other Promotion communication is returned as undeliverable, or if a selected winner cannot be reached or does not respond as instructed after Sponsor has attempted to notify that potential winner, that selected winner may be disqualified and an alternate 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 winner, if any. The prize claim and Prize Winner Documents are subject to verification by Sponsor. The prize, if legitimately claimed, will be awarded. Sponsor will not be obligated to pursue more than three (3) alternate winners (time permitting) for any prize for any reason.

**5) PRIZES: One (1) Grand Prize:** consisting of one (1) \$500.00 Landmark Theatres Gift Card (est ARV \$500.00). Total ARV of all Prizes offered in this Promotion: \$500.00.

*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 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 winner because of an incorrect or changed address. If Sponsor determines at any time in its sole discretion that a winner or potential winner is disqualified, ineligible, or in violation of these Official Rules, Sponsor reserves the right to select an alternate winner, even if the disqualified winner or potential winner's name may have been shown or announced. If a 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. 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 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.

**6) TAXES AND EXPENSES:** 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.

**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 WINNER, CERTAIN OF HIS/HER IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES AT LEAST AS REQUIRED BY LAW INCLUDING, WITHOUT LIMITATION, ON THE WINNERS LIST.

**9) LIMITATIONS OF LIABILITY:** Entrants agree to release, discharge, indemnify, and hold harmless Sponsor, Administrator, Trafalgar Releasing Limited, 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" or "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 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. Released Parties 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 Released Parties are not liable to winner, any entrant, or any person claiming through such 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 Released Parties' 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 winners (available approximately two months after the date of winner determination) (please specify), go to <http://www.landmarktheatres.com/sweepstakes-winners> or send a self-addressed, stamped envelope to ROYAL SHAKESPEARE COMPANY: MACBETH Giveaway 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