## FANDANGO TRIP TO NEW ZEALAND SWEEPSTAKES OFFICIAL RULES ("Official Rules")

#### NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

# BY SUBMITTING AN ENTRY TO THIS SWEEPSTAKES DURING THE SWEEPSTAKES PERIOD, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE RELEASED ENTITIES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

# ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. THE SWEEPSTAKES IS ONLY OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND DISTRICT OF COLUMBIA, WHO ARE 18 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.

**SWEEPSTAKES PERIOD:** The Fandango Trip to New Zealand Sweepstakes (the "<u>Sweepstakes</u>") begins at 9:00 AM Pacific Time ("<u>PT</u>") on April 1, 2024, and ends at 11:59 PM PT on May 26, 2024 (the "<u>Sweepstakes Period</u>"). The computer clock of the Administrator is the official time-keeping device in the Sweepstakes. By participating, participants ("<u>Participants</u>") agree to be bound by these Official Rules and the decisions of Fandango Media, LLC ("<u>Sponsor</u>"), which are binding and final on matters relating to this Sweepstakes.

ELIGIBILITY: Sweepstakes is open only to (i) legal residents of the fifty (50) United States and District of Columbia (excluding residents of Puerto Rico or other U.S. Territories) (the "Eligibility Area"), (ii) who enter the Sweepstakes from within the Eligibility Area, and (iii) who are at least eighteen (18) years of age or the age of majority in their state of primary residence (whichever is older) at time of Sweepstakes Entry (as defined below). Employees, officers and representatives of the Sponsor, Southern Made Services, LLC (the "Administrator"), and ABC, Inc., doing business as, Walt Disney Studios Motion Pictures and Twentieth Century Fox Film Corporation (collectively, "Disney"), IMAX Corporation ("IMAX"), Performance Entertainment Ltd. ("Performance Entertainment"), Weta FX Limited ("Weta FX"), and each of their respective parents, affiliates, subsidiaries, sales representatives, web-design, advertising, marketing, fulfillment, judging and promotion agencies, or other agencies involved in the administration, development, fulfillment and execution of this Sweepstakes, and each of their respective immediate family members or household members are not eligible to participate in the Sweepstakes. "Immediate family members" shall mean parents, step-parents, children, stepchildren, siblings, step-siblings, or spouses, and their respective spouses. "Household members" shall mean people who share the same residence at least three (3) months a year, whether or not related. Winning the Prize is contingent on fulfilling all requirements in these Official Rules. All federal, state, and local laws and regulations apply. Void where prohibited or restricted. All Sweepstakes Entries are the property of the Sponsor.

**HOW TO PARTICIPATE:** During the Sweepstakes Period, there are two (2) ways to participate. <u>1) Entry with Purchase</u>: To receive one (1) entry in the Sweepstakes (<u>"Sweepstakes Entry</u>"), purchase at least one (1) ticket on <u>www.fandango.com</u> (<u>"Website</u>") or the Fandango app (<u>"App</u>") to see *Kingdom of the Planet of the Apes* in IMAX at participating theaters in the U.S. during the Sweepstakes Period. You will receive one (1) Sweepstakes Entry after your ticket has been purchased. <u>2) Alternate Means of Entry</u>: To receive one (1) Sweepstakes Entry without making a purchase (<u>"AMOE Entry</u>"), visit <u>Fandangotriptonewzealandsweepstakes.com</u>, enter your full name, complete address (no P.O. boxes permitted), phone number (including area code), and email address by 11:59 PM PT during the Sweepstakes Period.

Sweepstakes Entries generated by script, macro or other automated means, and Sweepstakes Entries by any means which subvert the entry process, are void. By submitting a Sweepstakes Entry, you agree to these Official Rules and are willing provide your information to the Sponsor and the Administrator. Sweepstakes Entries become the property of the Sponsor and will not be returned.

There is a limit of one (1) Sweepstakes Entry per person, regardless of entry method, using only one (1) email address. Sweepstakes Entries received from any person in excess of the stated limitation, or which are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost or misdirected, will be void. Subsequent attempts made by the same individual to submit multiple Sweepstakes Entries by using multiple or false contact information or otherwise may be disqualified.

Any and all information provided in connection with this Sweepstakes is subject to the Sponsor's Privacy Policy available at www.fandango.com/terms-and-policies. By entering in the Sweepstakes, Participants hereby agree that the Sponsor may collect and use their personal information submitted with their Sweepstakes Entry. Among other things, the information Participants provide may be used to send company updates and announcements from the Sponsor concerning the company and its products. At the time of entry, Participants may be given the opportunity to opt-in to receive further communications from the Sponsor. Participants are not required to opt-in and opting in will not improve your odds of winning.

**SWEEPSTAKES PRIZE DRAWING & WINNER NOTIFICATION:** Winner is subject to verification of eligibility requirements, including verification of age. The potential winner is referred to herein as the "<u>Winner</u>".

The potential Winner will be selected in a random drawing held on or about June 3, 2024. Winner will be contacted via email on or about June 3, 2024.

The potential Winner will be required to acknowledge receipt of Winner notification within three (3) days and execute and return an affidavit of eligibility, a taxable income form, a liability release and, where lawful, a publicity release within three (3) days of date of issuance of such notification email. If such documents are not returned within the specified time period, the Prize notification is returned as undeliverable, the Sponsor or its agent is unable to contact a potential Winner, a potential Winner declines the Prize for any reason prior to award, or a potential Winner is not in compliance with these Official Rules, the Prize will be forfeited and, at the Sponsor's discretion,

an alternate Winner may be selected. The Sponsor reserves the right not to award the Prize in the event the Sponsor is unable to identify and confirm a Winner after attempting to contact an alternate potential Winner. Sponsor is not responsible for any cancellations, delays, diversions, or substitutions, or any act or omission whatsoever with respect to any Prize.

Odds of winning will depend on the number of qualified Sweepstakes Entries received during the Sweepstakes Period.

**SWEEPSTAKES PRIZE (1):** There is one (1) prize ("<u>Prize</u>") available to be awarded to one (1) Winner. Winner will receive a six (6) day, five (5) night trip for Winner and one (1) guest ("<u>Guest</u>") to Wellington, New Zealand. The Prize includes round trip coach class airfare for Winner and Guest to and from a U.S. major gateway airport nearest the Winner's home and Wellington International Airport; hotel accommodations (one (1) room, double occupancy) with breakfast; a VIP tour and 'motion capture' experience at Wētā FX ("<u>Experience</u>") for Winner and Guest; photographs and footage from the Experience; two (2) tickets to Wellington Zoo; two (2) tickets to Wētā Workship; Wētā FX merchandise; one (1) *Kingdom of the Planet of the Apes* movie poster signed by talent and/or filmmaker(s); select lunches and dinners; and select ground transportation transfers. Sponsor does not make any guarantees to specific talent and filmmakers who signed the movie poster and no additional retail value is associated with any signatures.

The Approximate Retail Value ("<u>ARV</u>") of Prize is \$20,000. ARV is estimated for purposes of these Official Rules only.

**PRIZE CONDITIONS:** The Prize must be redeemed for travel within one (1) year from the date of Winner notification ("<u>Redemption Period</u>") and is not transferable, not exchangeable, or redeemable for cash. No extension will be given after the Redemption Period has expired. If the Prize is not redeemed, it will be forfeited. Sponsor, in its sole discretion, reserves the right to substitute any element of the Prize, or the entire Prize, for a prize of equal or greater value for any reason. Sponsor makes no representations or warranties with respect to any Prize or any element thereof. Winner and Guest are responsible for obtaining the necessary passport and/or visas, as well as any other requirements needed for the destination. Any federal, state and/or local taxes applicable to the Prize will be Winner's responsibility to pay.

The Prize is subject to availability and black-out dates. Flights will be on mutually approved dates. Winner and Guest must travel on the same itinerary, originating from the same airport. Flights and airlines are subject to change and availability. Restrictions and blackout dates may apply.

If a Winner elects to partake in any or all portions of his/her Prize with no Guest, only the applicable portion of the Prize will be awarded to Winner and any remainder of the Prize will be forfeited and shall not be subject to further or alternative compensation. All elements of the Prize must be redeemed at the same time, and no changes will be permitted after confirmation of Prize arrangements. Guest must be eighteen (18) years of age and the age of majority in their state of residence (e.g., at least nineteen (19) in Alabama and Nebraska) or older as of the date of departure. Specific travel dates and arrangements are subject to Prize and travel restrictions.

Reservations are subject to availability. Travel dates are subject to Administrator approval. The ARV of the Prize set forth above represents the Sponsor's good faith determination of the maximum ARV thereof, and the actual fair market value, as ultimately determined by the Sponsor, cannot be challenged, or appealed. The Winner will receive from the Administrator an IRS Form 1099 (or similar) in the amount of the Prize. ARV of Prize may vary depending upon the points of departure, and/or airline fare fluctuations; any difference between stated ARV and final ARV of Prize or actual fair market value will not be awarded. Prize consists only of the elements expressly set forth above; no other elements or expenses (including, without limitation, insurance, unspecified meals, unspecified ground transportation, gratuities, incidentals, souvenirs, gasoline, car rental, etc.) are included in the Prize and all such additional expenses are the sole responsibility of Winner. Once issued, travel tickets are nontransferable and may not be reissued. Open tickets may not be issued, and stopovers are not permitted. Travel arrangements must be made through Administrator. Sponsor will not replace any lost, mutilated, or stolen tickets.

Winner and Guest irrevocably waive all claims against the Released Parties, and agree that the Released Parties will have no liability or responsibility for any Losses arising in connection with participation in this Sweepstakes, or the Prize, including, but not limited to personal injury, wrongful death, a potentially heightened risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof, sickness arising as a result of Participant's participating in the Sweepstakes and related activities (e.g., travel), wherever, whenever or however the same may occur. Winner and Guest must abide by all applicable federal, state, local and venue COVID-19 guidelines while traveling and in attendance at the Prize's events. Winner and Guest fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including any protocols that will be implemented from time to time by the Released Parties (collectively, the "Protocols"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. Winner and Guest travel at their own risk.

**GENERAL CONDITIONS:** Sweepstakes qualification is determined when a qualifying purchase is made on the Website or App, or when a request for an AMOE Entry has been submitted in accordance with these Official Rules. Proof of identity and/or residence reasonably satisfactory to the Sponsor and/or the Administrator may be required to verify eligibility. The Sponsor and the Administrator have the right to determine Sweepstakes eligibility in their discretion; all decisions concerning Sweepstakes eligibility are final. Any effort to circumvent the Sweepstake's limits, requirements, or other terms (including, but not limited to, providing fictitious information or concealing identity or location) voids submissions and disqualifies person from participating in the Sweepstakes.

By participating, Participants accept and agree to: (i) be bound by these Official Rules, any applicable rules, terms of entry, or terms and conditions related to any Prize elements (including, but not limited to, non-disclosure agreements as may be required), and all applicable laws and the decisions of the Sponsor, which shall be final and binding in all matters; (ii) waive any rights to claim ambiguity with respect to the Official Rules; and (iii) waive all of his/her rights to bring any claim, action, or proceeding against any of the Released Parties (as defined below) for any Losses arising out of, or related to, this Sweepstakes. Released Parties (as defined below) are not responsible or liable for Sweepstakes Entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for Sweepstakes Entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with these Official Rules, and all such Sweepstakes Entries will be disqualified, or emails or other errors or difficulties of any kind whether human, technical, electronic, mechanical, network, seeding, computer, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Prize redemptions, emails, Sweepstakes Entries, the announcement of the Winner, or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to Participant's or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the Website. Persons who tamper with or abuse any aspect of the Sweepstakes or who are in violation of these Official Rules, as solely determined by the Sponsor, will be disgualified and all associated Sweepstakes Entries will be void. Should any portion of the Sweepstakes be, in the Sponsor's sole opinion, compromised by non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play or submission of Sweepstakes Entries, the Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes. If terminated, at its discretion, the Sponsor reserves the right to select the potential Prize Winner from all eligible, non-suspect Prize claims received prior to action taken or as otherwise deemed fair and appropriate by the Sponsor. In no event will the Released Parties be liable for more than the stated number of Prizes in these Official Rules. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE. THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY SUCH INDIVIDUAL AND SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Participants, by participating, agree that the Sponsor, the Administrator, Disney, IMAX, Performance Entertainment, Weta FX, and each of their respective parents, affiliates, subsidiaries, advertising and Sweepstakes agencies, promotional partners, and all of their respective officers, directors, employees, shareholders, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by Participants against, any Losses resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a Prize (including any travel or activity related thereto) or participation in this Sweepstakes. Each Prize is offered and provided "as is" with no warranty or guarantee by the Sponsor, either express or implied. Any and all warranties and/or guarantees on the Prizes (if any) are subject to the manufacturer's terms therefore, and Winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. By participating in the Sweepstakes, each Winner acknowledges that the Released Parties have not and will not obtain or provide insurance of any kind relating to the Prize. Neither the Administrator, Released Parties (other than Sponsor), nor any of their respective parents, affiliates, or subsidiaries are a sponsor or co-sponsor of this Sweepstakes. Each Winner, by acceptance of a Prize, except where legally prohibited, grants permission for the Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and Prize information for advertising, trade, and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval from Winner. In case of dispute as to the identity of any Participant, the disputed Sweepstakes Entry will be declared made by the Authorized Account Holder of the email address submitted at time of entry and he/she must comply with these Official Rules. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address.

**INDEMNITY:** Participants agree to release, indemnify, defend, and hold harmless the Released Parties from any and all liability (including, but not limited to, liability for any property loss, damage, personal injury, bodily injury, death, loss, expense, accident, delay, inconvenience or irregularity), costs and expenses (including without limitation, reasonable outside attorney's fees) (collectively, "Losses") arising out of or relating in any way to: (a) your participation or inability to participate in the Sweepstakes, (b) typographical errors in the Official Rules or any Sweepstakes promotional materials, (c) acceptance or possession, defects in, use, misuse or inability to use a Prize (or any component thereof), (d) any change by any company or any other person providing any of the components of a Prize due to reasons beyond any of the Released Parties' control or as otherwise permitted hereunder, (e) any interruptions in or postponement, cancellation, or modification of the Sweepstakes, (f) human error, (g) incorrect or inaccurate transcription, receipt or transmission of any part of a Sweepstakes Entry (including, without limitation, the entry information or any parts thereof), (h) any technical malfunctions or unavailability of the Sweepstakes site, Website, App, or any telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by any of the Released Parties or by you, (i) interruption or inability to access the Sweepstakes, any Sweepstakes-related web pages, or any online service via the internet due to hardware or software compatibility problems, (j) any damage to your (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes, (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (I) any wrongful, negligent, or unauthorized act or omissions on the part of any of the Released Parties, or any of their agents or employees, or (m) any other cause, condition or event whatsoever beyond the control of any one or more of the Released Parties. Each Winner hereby acknowledges that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize or component thereof, including any express or implied warranties provided by any of the Prize suppliers associated with this Sweepstakes.

Participants assume all liability for all Losses caused, or claimed to be caused, by participation in this Sweepstakes, use of the Website or App, or the acceptance, receipt, or use of any Prize or Prize component. Participants further agree that, in the event the Released Parties are found liable for any Losses in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees.

**BINDING ARBITRATION:** Except where required by law, Participants and the Sponsor waive all rights to trial in any action or proceeding instituted in connection with these Official Rules or the Sweepstakes (including any activity related thereto). Any controversy or claim arising out of or relating to these Official Rules or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, in Los Angeles County, California. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.

**CHOICE OF LAW AND JURISDICTION:** All federal, state, and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any Participant and the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the state of California without giving effect to any choice of law or conflict of laws rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California. Any action seeking legal or equitable relief arising out of or relating to the Sweepstakes or these Official Rules not subject to arbitration shall be brought only in the courts of the State of California, in the County of Los Angeles. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-conveniens or lack of personal jurisdiction.

**WINNER NAME:** For the name of the Winner (available after June 10, 2024), send a selfaddressed stamped envelope to: Fandango Trip to New Zealand Sweepstakes Winner, PO Box 90130, Nashville, TN 37209, for Sponsor's receipt no later than August 5, 2024.

SPONSOR: Fandango Media, LLC, 12180 Millennium Dr., Ste. 200, Playa Vista, CA, 90094

// End of Official Rules //

### Abbreviated:

NO PURCHASE OR APP NECESSARY. Open to legal residents of the 50 United States and D.C., 18 years of age and older. Void where prohibited. Ends May 26, 2024. For Official Rules/Odds visit <u>https://www.fandangomovietickets.com/fandangotriptonewzealandsweepstakes.</u> Sponsor: Fandango Media, LLC, 12180 Millennium Dr., Ste. 200, Playa Vista, CA, 90094