

## HALLOWEEN CONTEST OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**DO NOT ENTER THIS CONTEST IF YOU ARE NOT A LEGAL RESIDENT (PHYSICALLY RESIDING) IN THE 50 UNITED STATES, INCLUDING THE DISTRICT OF COLUMBIA.**

**The Halloween Contest (the “Contest”) begins at 4:00:00 PM Eastern Time (“ET”) on October 23, 2020 and ends at 11:59:59 PM ET on November 1, 2020 (the “Contest Entry Period”).**

Participation in the Contest constitutes Contestant’s or a minor’s parent or legal guardian’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding.

**ELIGIBILITY:** Contest is open to legal residents (physically residing) in the 50 United States and the District of Columbia, age 16 or older at time of entry and who have internet access and a valid Instagram account (collectively the “Contestant”). If any Contestant is a minor, as defined by the jurisdiction where the Contestant resides, he or she must first obtain permission from his/her parent or legal guardian to enter the Contest. Void where prohibited by law. Employees of 300 Entertainment (the “Sponsor”), Ventura Associates International LLC (the “Administrator”), and their respective parent companies, affiliates, subsidiaries, agents, advertising and promotions agencies, suppliers, distributors or retailers, crew members, and any other individual or company, including influencers, involved in the development or execution of the Contest (collectively the "Released Parties"), and their immediate families and household members, whether or not related are not eligible to enter or win. For purposes of the Contest, "Household Members" shall mean those people who share the same residence at least three months a year and "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. The Contest and any website pages and advertisements relating thereto, are only intended for viewing within the 50 United States (including the District of Columbia). By participating in the Contest, you represent and warrant that you meet the eligibility requirements and acknowledge that failure to meet all eligibility requirements will disqualify you from participating in the Contest.

### **HOW TO ENTER THE CONTEST:**

- 1. Take a photo of yourself (or have someone take photo of you) dressed as your favorite artist (“Photo”). Your favorite artist must from 300 or a partner label.**
- 2. Post your Photo on Instagram during the Contest Entry Period including the following and required tags: #300CREATES, #300HALLOWEEN and #ENTRY. *Your entry must include all hashtags to enter this Contest.***

Your Photo posted according to steps 1 and 2 (above) will be referred to hereafter as an “Entry”. **Limit: One (1) Entry per Contestant during the Contest Entry Period.** If it is found a Contestant has submitted more than one (1) Entry, the Sponsor will consider the first submission pulled from Instagram or uploaded as the eligible Entry from that Contestant and all other submission(s) by such Contestant will be disqualified. Contestant must have a smartphone or other wireless or electronic device that supports Instagram and have Internet access. Normal Internet access and usage charges imposed by each Contestant’s online and cell phone service provider will apply. Use of automated processes or repetitive submission of the same Entry is not permitted. Released Parties are not responsible for any changes or effects caused to Contestant’s smartphone or electronic system as a result of submitting an Entry. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers with the operation of the Contest or violates these Official Rules. Entries are subject to all notices posted online

including Sponsor's privacy policy found at [300ent.com](http://300ent.com). Sponsor is not responsible for any typographical, printing, or other errors; or for Entries that are late, lost, incomplete, contain inaccurate information, misdirected (whether by human or technical error), stolen, garbled, undelivered, delayed, damaged, and/or any combination thereof. Entries received will not be acknowledged.

Any submitted that does not meet the guidelines below and/or conform to the entry requirements as stated herein will be disqualified from the Contest.

**ENTRY GUIDELINES:** Entries must comply with the following content guidelines to be eligible. Entries cannot:

- Be sexually explicit, or derogatory of any ethnic, gender, or religious group, be profane or pornographic, or contain nudity.
- Promote alcohol, legal or illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous.
- Defame, misrepresent, or contain disparaging remarks about the Sponsor, other people, groups, and/or companies.
- Contain any prominent use of trademarks, logos, landmarks, or copyrighted materials owned by others as determined by Sponsor or contain materials embodying the names, likenesses, or other indicia identifying any person, living or dead, without permission. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Contestant at any time.
- Communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.

**PHOTO MUST:**

- Be original and not copied from any other work and must not infringe upon the rights of any third party and has not been broadcast or uploaded to any social media prior to this Contest.
- Not have been previously published, submitted, or otherwise used for any other commercial purpose or similar competition(s).

By submitting an Entry, you, the Contestant, confirm that you have the rights to use and publish your Entry, including without limitation, master use and mechanical license and Contestant can make copies of such permissions available to the Sponsor upon request.

At Sponsor's sole discretion if an Entry includes any of the prohibited elements listed above, the Entry may be disqualified, along with the Contestant who submitted it. The above list is not intended to be exhaustive; the Sponsor may disqualify any Entry if it contains content the Sponsor and/or the Administrator deems, in its sole discretion, to be offensive or obscene in any way, or not in compliance with these Official Rules. Entries will not be received or held "in confidence" and a submission does not create a confidential relationship or obligation of secrecy between you and the Sponsor or any of its affiliates.

If the submitted Entry does not show the Photo, or is removed by Instagram, or if the required hashtags submitted with the Entry do not lead to the Entry for any reason whatsoever, the Entry will be disqualified. **If your Instagram account is set to "protected or private mode", your Entry will not be visible to the general public and/or the Sponsor and, therefore, will not be received by Sponsor, resulting in your failure to enter the Contest.** Please note that disabling "protected or private mode" will make all of your comments/responses/Entry public and anyone will be able to follow you. During the Contest Entry Period, you will disclose your relationship with Sponsor in any online posts you make which reference the Sponsor or any of its products or services by including the statement "I entered a Contest sponsored by 300 Entertainment" in any such online posts. If you are selected as the winner, you will continue to disclose your relationship with the Sponsor in all online posts you make that reference the Sponsor or any of its products or services by including the statement "I received the prize from 300 Entertainment" in any such online posts.

By submitting an Entry, you agree that Sponsor has no obligation to post or publish your Entry, that all such postings or publication, if any, will be in Sponsor's sole discretion and that the posting or publication of an Entry

does not have any bearing on whether the Entry will be determined as the winner. Sponsor can remove your Entry at any time for any reason, at its sole discretion. Without limiting the generality of the foregoing, each Contestant agrees that the Entry may be posted and shared by other others in various social media outlets and/or any other advertising of the Released Parties all without further consent from or compensation to any Contestant. Released Parties are not responsible for any unauthorized use of Entries by third parties. Any Entry that does not include the required information and do not adhere to these Official Rules will be considered void at Sponsor's sole discretion.

By entering this Contest, each Contestant (or, if an eligible minor, his/her parent or legal guardian) waives intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the Entry, and agrees not to sue or assert any claim against the Released Parties for the use of the Entry or Contestant's likeness or statements. Furthermore, Contestant (or, if an eligible minor, his/her parent or legal guardian) acknowledges and agrees that Sponsor may receive many Entries in this Contest and that such other Entries may be similar or identical in theme, idea, format or other respects to Contestant's Entry and Contestant waives any and all claims Contestant may have had, may have, and/or may have in the future that any composition, other Entries, and/or ideas accepted, reviewed and/or used by the Sponsor, the Judges and their affiliates, or their respective officers, directors, employees and agents may be similar to or the same as his/her Entry.

Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion. Sponsor is under no obligation to disclose why an Entry has been disqualified other than the Entry was ineligible under these Official Rules. Furthermore, the Sponsor reserves the right to not award the prize if, in its sole and absolute discretion, it does not receive a sufficient number of eligible Entries. Entries subject to all notices posted at Sponsor's privacy policy, including these Official Rules.

**JUDGING ROUND:** All eligible Entries received during the Contest Entry Period will be judged by a panel of judges determined by the Sponsor to determine the winning Entry (potential "Winner") based on the following judging criteria: 1) originality (40%); 2) creativity (40%); and 3) interpretation of contest theme (20%); collectively the "Judging Criteria". The top scoring Entry, as determined by the judges, will be declared the potential Winner, subject to verification.

**TIES:** In the event of a tie during the judging process, the entry with the highest score for creativity will be declared the winning Entry. In the event of a further tie, the entry with the highest score for originality will be declared the winning Entry ("Winner"). Judges decisions are final and binding.

**PRIZE:** Winner will receive \$1,000.00. Prize will be payable in form of a corporate check from the Sponsor who is entirely responsible for prize fulfillment. No substitution or transfer of prize by Winner to a third party is permitted. All fees, federal, state, local and income taxes or other expenses relating to the use, misuse, acceptance and possession of prize are the sole responsibility of the winner. An IRS Form 1099 will be filed in the name of winner for the value of the prize.

**WINNER NOTIFICATION:** The potential Winner will be notified via a private message on Instagram. Potential Winner will be required to email the Administrator within forty-eight (48) hours and provide the contact information which will be used to facilitate prize claim. Administrator will email an Affidavit of Eligibility, Release of Liability and a Publicity Release ("Affidavit") and a W-9 IRS Tax Form (collectively "Prize Documents") to the potential Winner and he/she will be required to execute and return completed Prize Documents to Administrator within three (3) days of date printed on notification or the potential Winner's Entry will be disqualified. A parent or legal guardian will be required to execute Prize Documents if potential Winner is an eligible minor. Potential Winner cannot be confirmed/announced as the winner until all required prize documents are received and verified by the Sponsor and/or the Administrator. At the sole discretion of the Sponsor, disqualification, forfeiture and the determination of an alternate winning Entry may result from any of the following: **[1]** potential Winner's failure to respond to the notification within forty eight (48) hours after its transmission; **[2]** the failure of notification due to deactivation of the potential Winner's Account prior to receipt of notification; **[3]** potential

Winner's Instagram account is set to "private mode"; [4] potential Winner's failure to complete and/or submit any required paperwork needed to verify his/her eligibility within the time allocated on notification; [5] if the potential Winner cannot accept the prize for any reason, the prize will be forfeited and, at Sponsor's discretion, an alternate winner may be determined. If this is case, the Entry with the next highest score during the judging round may be determined the alternate winner (subject to verification). The Sponsor reserves the right to modify the notification procedures in connection with the determination of an alternate winning Entry, if any; and/or [6] any other non-compliance with the Official Rules. At Sponsor's sole discretion, attempts may be made to notify up to three (3) alternate winning Entries for the unfulfilled prize; after which the unfulfilled prize will not be awarded. Except where prohibited by law, entry and acceptance of prize constitute permission for Sponsor and its agents to use the winning Entry, including the winner's name, prize won, hometown, likeness, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**RELEASES:** Participating Contestants (or, if an eligible minor, his/her parent or legal guardian) agree to the Official Rules and the decisions of the Sponsor and the Administrator, and release, defend and hold harmless Released Parties as well as the employees, officers, directors and agents of each, from all claims and all liability, or actions of any kind whatsoever for injuries, damages or losses of any kind to persons (including death) and property which may be sustained in connection with either directly or indirectly, 1) the awarding, receipt, ownership, use or misuse of prize awarded herein; or 2) participation in the Contest. The Sponsor is not responsible if Contest cannot take place or if prize cannot be awarded due to cancellation, delays or interruptions due to the functionality of Instagram, or acts of God, acts of war, natural disasters, weather or acts of terrorism. The Winner assumes all liability for any injury or damage caused or claimed to be caused, using prize won.

By participating in this Contest, each Contestant (or, if an eligible minor, his/her parent or legal guardian) expressly waives and relinquishes all rights and benefits afforded by California Civil Code 1542 and does so understanding and acknowledging the significance of this waiver. Section 1542 states as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DID NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN, BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTIES."

**ASSIGNMENT OF RIGHTS:** Contestants retain ownership of the Entries they submit; however, by submitting an Entry, each Contestant (or, if an eligible minor, his/her parent or legal guardian), on behalf of him/herself and any third party grants Released Parties, and their respective parent companies and/or agents, a perpetual, fully-paid, irrevocable, royalty free, non-exclusive license to publish, reproduce, prepare derivative works of, distribute, display, exhibit, transmit, broadcast, televise, digitize, otherwise use, and permit others to use and perform throughout the world the Entry, in whole or in part, in any manner, form, or format now or hereinafter created, including on the Internet, and for any purpose, including, but not limited to, on Released Parties' websites, social media platforms and/or any other advertising or promotion of Released Parties all without further consent from or compensation to Contestant.

**GENERAL:** In the event of a dispute as to the ownership of any Entry, the authorized account holder of the applicable account used to enter will be deemed to be the Contestant. 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 and he/she must meet the eligibility requirements mentioned above. Potential winner may be required to show proof of being the authorized account holder. If dispute is not resolved to the Sponsor's satisfactory, Sponsor may disqualify Entry at its sole discretion.

By entering the Contest, each Contestant (or, if an eligible minor, his/her parent, or legal guardian), affirms they have read, understood and accepted the Official Rules. Any information collected by entering the Contest shall be used only in a manner consistent with the Official Rules and the Sponsor's privacy policy. The Sponsor reserves the right to cancel or modify the Contest if fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity of the Contest, as determined by Sponsor in its sole discretion. In such

event, the Sponsor reserves the right not to determine a winning Entry. The Sponsor is not responsible for error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Contest materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of, or failure to receive Contest-related information (including Entries) by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Sponsor is also not responsible for any injury or damage to a Contestant's or any other person's computer related to or resulting from entering and/or downloading any materials in connection with the Contest. Sponsor, in its sole discretion, reserves the right to disqualify any Contestant who engages in any conduct Sponsor deems to be improper, unfair, or otherwise adverse to the operation of the Contest. Such improper conduct includes, but is not limited to, falsifying personal information required to partake in the Contest and violating these Official Rules. **LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A CONTESTANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL & CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**DISPUTES:** This Contest is subject solely to the applicable federal, state and local laws of the United States and is not subject to any laws outside of the United States; provided, however, that, except where prohibited, by participating in the Contest each Contestant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or prize awarded shall be resolved exclusively by final and binding arbitration under the rules of the American Arbitration Association in an arbitration to be held at the AAA regional office nearest the Sponsor where the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; (b) a judgment upon any such arbitration award may be entered in any court having jurisdiction; (c) to the degree any dispute, claim or cause of action arising out of or connected with this Contest or prize awarded is not subject to arbitration, then it shall be adjudicated exclusively by the appropriate Federal or state courts located in New York City, New York, U.S.A; (d) any and all disputes, claims and causes of action arising out of or connected with this Contest or prize awarded shall be resolved individually, without resort to any form of class action; (e) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (f) under no circumstances will Contestant be permitted to obtain awards for, and Contestant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of the Contestant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of New York.

**WINNER'S NAME:** For the name of the winning Entry, send a self-addressed, stamped envelope for receipt by November 30, 2020 to: The Halloween Contest Winner, c/o Ventura Associates International LLC, 494 Eighth Avenue, Suite 1700, New York, NY 10001.

**SPONSOR:** 300 Entertainment, 112 Madison Avenue, 4th Floor, New York, NY 10016.

**ADMINISTRATOR:** Ventura Associates International LLC, 494 Eighth Avenue, New York, NY 10001.

**This Contest is in no way promoted, endorsed, or administered by, or associated with any social media entity, including but not limited to Instagram®. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor or Administrator, and not to any social media entity.**