## Popcornopolis and DC LEAGUE OF SUPER-PETS "Movie Night" Sweepstakes

## Official Rules

No Purchase Necessary. A purchase will not increase your chances of winning.

- 1. ELIGIBILITY. The Popcornopolis and DC LEAGUE OF SUPER-PETS "Movie Night" Sweepstakes ("Sweepstakes") is open to residents of the United States and the District of Columbia who are lawful U.S. residents, are 18 years of age or older and of the age of majority in their state of residence, as of the start date of the Sweepstakes ("Entrants"). The Sweepstakes is sponsored by Barcel USA, LLC Coppell, TX 75019 ("Sponsor"). The movie portion of the prize will be provided by Warner Bros. Home Entertainment Inc. ("Prize Provider"). Employees of Sponsor or Prize Provider, and each of their respective parents and subsidiaries, advertising and promotion agencies, and all other entities participating in the design, promotion, marketing, advertising, administration or fulfillment of the Sweepstakes, and the immediate families of such employees, are ineligible to participate in the Sweepstakes. Void in Puerto Rico, the U.S. Virgin Islands, U.S. military installations in foreign countries, all other U.S. territories and possessions, and wherever else restricted or prohibited by law. See Sponsor's Privacy Policy at https://www.popcornopolis.com/privacy-policy.
- 2. SWEEPSTAKES PERIOD. The Sweepstakes begins at 9:00 a.m. Pacific Daylight Time ("<u>PDT</u>") on August 23, 2022 and ends at 11:59 pm. PDT on August 30, 2022 (the "<u>Sweepstakes Period</u>").
- 3. MANDATORY SOCIAL MEDIA DISCLOSURE. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing information to Sponsor and not to Facebook. The information Entrants provide will only be used for administering the Sweepstakes.
- 4. HOW TO ENTER. There is one (1) way to enter the Sweepstakes;

Via Facebook: To participate via Facebook, Entrants must have or create a non-private Facebook account ("<u>Facebook account</u>"). If Entrants already have a Facebook account, Entrants must sign into their account. If Entrants are not existing members of Facebook, Entrants are required to follow the directions and join Facebook. When Entrants join Facebook, Entrants agree to the Facebook Terms of Service and Privacy Policy. Membership to <u>Facebook.com</u> is free. Using Facebook, during the Sweepstakes Period, Entrants must like the official Popcornopolis Facebook page located at <u>www.facebook.com/popcornopolis</u> and tag one friend in the comments of the Sweepstakes post on the Popcornopolis Facebook page to receive one (1) Sweepstakes entry.

Limit of one (1) Sweepstakes entry during the Sweepstakes Period. All entries must be received no later than 11:59 pm. PDT on August 30, 2022, according to the computer time on Sponsor's server. Sponsor is not responsible for late, incomplete, void, corrupted, garbled, misdirected, or otherwise unintelligible entries and for any problems, bugs or malfunctions Entrants may encounter when submitting their entries. Incomplete, garbled, corrupted or otherwise illegible entries are void and will not be accepted. Sponsor reserves the right to disqualify false entries or entries suspected of being false and to disqualify any Entrant it finds to be tampering with the entry process or the operation of the Sweepstakes or violating these Official Rules. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the authorized account holder of the Facebook account used to enter. If you submit an entry using a mobile device on a wireless service provider's network (as opposed to a Wi-Fi network), your carrier's data rates will apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier.

In all cases, Sponsor makes no ownership claim to Entrant's photos or posts, but by entering the Sweepstakes, Entrant grants Sponsor a nonexclusive, perpetual license to display and repost the image or posts within the social channel in which the image or posts were uploaded.

- 5. ODDS. Odds of winning a prize depend on the number of eligible entries received.
- 6. SELECTION AND NOTIFICATION OF SELECTED ENTRANT. Each Sweepstakes Entry will be entered into a random drawing by a representative of Sponsor from among all eligible entries received during the Sweepstakes Period. The drawing will be held on or about August 31, 2022 ("Drawing Date") to determine five (5) potential winners ("Selected Entrants"). The Selected Entrants will be notified through Entrant's Facebook account used to enter the Sweepstakes within twenty-four (24) hours of Drawing Date ("Notification"). The Selected Entrants will be required to respond (as directed) within seventy-two (72) hours of attempted Notification. A Selected Entrant's failure to respond timely to the Notification may result in forfeiture of the prize, and in such case, Sponsor may randomly select an alternate Selected Entrant from among the remaining eligible entries, up to two (2) times. The Selected Entrants may be sent a declaration of eligibility / liability / publicity release ("Release"). Except where prohibited by law, the Release will state that Selected Entrant agrees to allow Sponsor to use (without additional compensation) his or her name, address, photograph, testimonial, likeness and/or biographical information for purposes of advertising and promotion (including, without limitation, posting on Sponsor's website(s) and affiliated website(s)). Selected Entrants may also be required to provide name, U.S. Social Security Number (for tax form purposes), birth date, current address, and phone number. Unless restricted by law, the Selected Entrants will be required to complete and return the Release within the time period Selected Entrants will receive the prize via U.S. mail within specified therein. approximately thirty (30) days of the date on which the Sponsor receives the completed, signed Release form the Selected Entrants (exact timing subject to change based upon availability of prize). Sponsor shall not be responsible for lost, destroyed, misdirected, or incomplete Releases. The prize may be forfeited, and in such case, an alternate Selected Entrant may be randomly selected from among the remaining eligible entries if a Selected Entrant: (i) cannot be reached; (ii) does not respond to the Notification in a timely manner as required pursuant to these Official Rules; (iii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iv) cannot accept or receive the prize for any reason. Noncompliance with these Official Rules may result in disqualification and selection of an alternate Selected Entrant. Sponsor may not make multiple attempts to contact a Selected Entrant.
- 7. PRIZES. If eligible under these Rules, five (5) Selected Entrants will each be awarded the following prize package: (a) one (1) Sponsor "Case of 6 Popcornopolis Popcorn Snack

Pouches" with an approximate retail value ("ARV") of \$29.99; and (b) one (1) DC LEAGUE OF SUPER-PETS digital movie\* with an ARV of \$24.99. Total ARV of all prizes in this Sweepstakes is: \$274.90. \*MUST REDEEM DIGITAL MOVIE OFFER BY 3/31/2023. Selected Entrants must reside in the U.S. and register for a digital service provider account (go to wb.com/RedeemMovie for a list of digital service providers (e.g., Movies Anywhere). May only include HD Main Feature. NOT COMPATIBLE WITH ALL DEVICES. SOME DISPLAY RESOLUTIONS MAY NOT BE AVAILABLE FOR STREAMING OR DOWNLOAD ON ALL DEVICES FROM ALL DIGITAL SERVICES. Consult your digital service provider for compatible devices, available display resolutions, streaming and download capability and Terms of Service. Ultimate display resolution on playback is dependent upon connection and device characteristics, including screen resolution. High-speed Internet connection required. Go to wb.com/RedeemMovie for additional details, requirements and technical support. Neither Warner Bros. Entertainment Inc. nor any affiliate is responsible for maintaining any digital service. THIS RESOLD OR MOVIE OFFER MAY NOT BE DIGITAL **OTHERWISE** TRANSFERRED.

8. PRIZE CONDITIONS. No substitution, transfer, or cash redemption of prize permitted, provided however that Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Selected Entrants cannot assign or transfer their prize to another person or business. All activities related to the prize are at each Selected Entrant's own risk, as defined below, and subject to whatever restrictions are imposed by the entities that govern such activities. If prize notification or any prize is returned as undeliverable, or if a Selected Entrant does not accept or receive a prize for any reason, prize will be forfeited.

All federal, state or other tax liabilities (including income taxes) arising from this Sweepstakes will be the sole responsibility of Selected Entrants. This Sweepstakes is subject to all applicable federal, state and local laws of the United States. By participating, Selected Entrants agree to be fully and unconditionally bound by these Official Rules and Sponsor's decisions and waives any right to claim ambiguity in the Sweepstakes or these Official Rules. Selected Entrants also agree to release, discharge, indemnify and hold harmless Sponsor, Prize Provider, Facebook, and their respective officers, directors, employees, representatives and agents (collectively "Releasees") from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from: (i) use, redemption, acceptance, possession, ownership, or misuse of any prize, (ii) participation in any activity, event, or excursion offered in connection with the prize, (iii) use of any facility, service and/or accommodation related to the prize, (iv) participation in any Sweepstakes-related activity or participation in this Sweepstakes, or (v) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery. Sponsor reserves the right to disqualify any Entrant it finds to be tampering with the entry process or the operation of the Sweepstakes or violating these Official Rules, and reserves the right at its sole discretion to terminate the Sweepstakes and, if terminated, at its discretion, select the potential winners in a random drawing from among all eligible, nonsuspect entries received prior to action taken. Sponsor shall not be liable for: (i) late, lost, delayed, void, corrupted, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries,

communications or declarations, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical malfunctions, bugs, lost connections, disconnections, delays or transmission errors Sweepstakes Entrants may encounter when submitting their entry; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Sweepstakes; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes. Caution: any attempt to deliberately damage or undermine the legitimate operation of the sweepstakes may be in violation of criminal and civil laws and will result in disqualification from participation in the Sweepstakes. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

Each Entrant has agreed to the foregoing release freely and without any inducement or assurance of any nature, and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of such release is held to be invalid, the balance notwithstanding shall continue in full force and effect. Each entrant acknowledges the language of Section 1542 of the California Civil Code ("Section 1542"), which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES 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 RELEASED PARTY. Each Entrant hereby expressly waives the protection of Section 1542, or similar protections under any other law. Each Entrant understands and agrees that the released claims or facts in addition to or different from those which are now known or believed by such entrant to exist may hereafter be discovered. It is each Entrant's intention to waive fully and release all of the claims that such entrant now have against the Releasees, whether known or unknown, suspected or unsuspected, except as to the released claims that cannot lawfully be released.

9. DISPUTES. Disputes regarding these Official Rules and/or this Sweepstakes will be governed by the internal laws of the State of California. By entering, Entrant consents to jurisdiction in the federal and state courts of California for the resolution of any and all disputes. Except where prohibited, Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court Central District of California or the appropriate California State Court located in Los Angeles County, California; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. In the event of any conflict with any Sweepstakes details contained in these Official Rules, and Sweepstakes details contained in any promotional materials (including, but not limited to, point of sale, television and

print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

- 10. GENERAL CONDITIONS. By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Any portion of the Sweepstakes may be canceled, suspended and/or modified, in whole or in part, if in Sponsor's opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right at its sole discretion to terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner(s) in a random drawing from among all eligible, non-suspect entries received prior to action taken. Entrants may not enter with multiple identities or use any automated system, bot or other device or artifice to enter or obtain more than the maximum number of qualified entries. Unclaimed prizes will not be awarded.
- 11. PRIVACY. All personal information collected by Sponsor will be used for administration of the Sweepstakes. In addition, Entrants to the Sweepstakes may be given the option to receive commercial e-mails from the Sponsor; however, eligibility to participate in the Sweepstakes is not dependent upon entrant's consent to receive such e-mails. Sponsor uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines and to supply information to entities that comply with CAN-SPAM guidelines, and Entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Any questions regarding privacy matters should be directed to the address set out below. Please refer to Sponsor's privacy policy located <a href="https://www.popcornopolis.com/privacy-policy">https://www.popcornopolis.com/privacy-policy</a> for important information regarding the collection, use and disclosure of personal information by Sponsor.
- 12. PUBLICITY. Except where prohibited by law, the Selected Entrant's acceptance of the Prize constitutes permission for Sponsor to use said Selected Entrant's full name, social media handles, photographs, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with the Sweepstakes on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation, including without limitation on Sponsor and its affiliates' program(s), website(s) and social media page(s).
- 13. WINNER'S LIST AND SWEEPSTAKES RULES. For a copy of these Official Rules or of the Sweepstakes winner(s), send your request in a self-addressed, stamped envelope (WA and VT residents need not affix return postage) to: Barcel and DC LEAGUE OF SUPER-PETS "Movie Night" Sweepstakes, c/o Barcel USA, LLC Coppell, TX 75019.

Request must be received within 90 days of the end of the Sweepstakes. Winners will also be listed at <u>www.popcornopolis.com/winner5292020.</u>

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