

## Dark Phoenix SWEEPSTAKES

### OFFICIAL RULES

NO PURCHASE OR PAYMENT REQUIRED TO ENTER OR WIN.

SWEEPSTAKES VOID WHERE PROHIBITED.

The details of the prize and how to enter the Sweepstakes are contained in these Official Rules.

**ELIGIBILITY.** Dark Phoenix SWEEPSTAKES (the “Sweepstakes”) is only open to legal residents of California who live within a seventy-five (75) mile radius of L.A. Live, and who are of legal at least 18 years old at the time of entry. Void outside California and where prohibited or restricted by law, rule or regulation. Employees of LA Live Cinemas, LLC (“Sponsor”), LA Live Properties, LLC, Anschutz Entertainment Group, Inc., Regal Cinemas, Inc., (“Regal”), and any other companies or prize providers associated with this Sweepstakes, and each of their respective parent companies, affiliates, subsidiaries, advertising or promotion agencies are not eligible, nor are members of these employees' families (defined as parents, children, siblings, spouse, and life partners). Proof of residency and age may be required. The Sweepstakes is subject to all applicable federal, state, and local laws, rules and regulations.

**TIMING.** The Sweepstakes begins at 9:00 A.M. Pacific Standard Time (“PST”) on June 5, 2019, and ends at 11:59 P.M. PST on June 14, 2019 (“Promotion Period”). Entries received prior to or after the Promotion Period will be disqualified.

**TO ENTER.** There is one (1) way to enter the Sweepstakes during the Promotion Period: online. No other method of entry will be accepted. Limit one (1) entry per person, per e-mail address and per household, regardless of method of entry. Multiple entries received from any person or e-mail address or household in excess of the stated limitation will be void.

**ONLINE METHOD:** You can enter the Sweepstakes during the Promotion Period by accessing and completing the Sweepstakes entry form located at <https://www.lalive.com/news/detail/win-a-dark-phoenix-prize-pack>. Follow the instructions on the screen and complete the online entry form. You must complete all required information in order to be eligible. Any attempt by a person to enter more than once with multiple email accounts may result in disqualification at the discretion of Sponsor upon verification of prize winner. It is your responsibility to ensure timely submission of entries. No submissions will be accepted after the deadline for any reason. The sole determinant of time for the purposes of online entries will be Sponsor’s server machine(s) located in the Pacific Standard Time zone

USE OF DATA. Sponsor will be collecting personal data about participants (including, without limitation, name, phone number, mailing address, gender, age e-mail addresses) when they enter the Sweepstakes online. Sponsor is entitled to use personal data contained in all entry forms in accordance with the Sponsor's privacy policy. By participating in the Sweepstakes, entrants hereby agree to all personal information uses and disclaimers as explained in Sponsor's Privacy Policy at <https://www.lalive.com/privacy-policy>. Notwithstanding any contrary provision in the Sponsor's privacy policies, entrants grant to the Sponsor, and the Sponsor reserves, the right to use any and all information related to the Sweepstakes, including information provided by entrants in connection with the Sweepstakes, for any purpose, unless prohibited by law. Your entry in the Sweepstakes may result in your being added to our mailing lists and receiving information from Sponsor, including without limitation, emails and newsletters. You may cancel at any time by following the instructions provided on our Site or in the designated area of the newsletters or emails.

Entrants may be required to sign a release, which grants the Sponsor the right to use and publish their proper name online or in any other media in connection with the Sweepstakes. In order to accept a prize, entrants shall be required to sign a release that grants permission to the Sponsor to use his or her name, photograph, likeness, prize information and/or biographical information without future compensation unless prohibited by law. By entering, participants release and hold harmless the Sponsor, its respective parents, subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability for any injuries, loss or damages of any kind arising from or in connection with the Sweepstakes, Sponsor's website, or any prize won.

AGREEMENT TO OFFICIAL RULES. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and full acceptance of these Official Rules and Sponsor's Privacy Policy at <https://www.lalive.com/privacy-policy> and to be contacted by telephone and/or email. Odds of winning depend on the total number of eligible entries received during the Promotion Period.

SELECTION OF POTENTIAL WINNER. One (1) Winner will be selected at random on or about June 62019 (each a "Winner," and collectively, the "Winners"). Winner will be notified via email or telephone on or about June 18, 2019. Sponsor's decisions as to all matters related to administration of the Sweepstakes and selection of the Winners are final. Potential Winners and their Guests, if applicable, must comply with all terms and conditions set forth in these Official Rules, and winning and award of each Prize is contingent upon fulfilling all requirements. If a potential winner cannot be contacted within seventy-two (72) hours after the first attempt to contact such potential winner, an alternate entrant will be selected in his or her place at random from all eligible entries received.

**PRIZES:** One winner will receive the following Prize package (each a “Prize,” and collectively, the “Prizes”): (1) one t-shirt, (1) one plasma ball, (1) one power bank, \$100.00; total ARV. For redemption of the prize, each Winner will be shipped the prize.

**RESTRICTIONS:** Any and all costs and expenses associated with the Prize acceptance and use not otherwise specified herein as being provided, including, without limitation, transportation costs; gratuities; parking; taxes; tips or any other expenses of a personal nature, are the sole responsibility of each Winner. Each Winner is fully responsible for any and all applicable federal, state, and local taxes (including, without limitation, income and withholding taxes). Except where otherwise expressly noted in these Official Rules, the selection of all vendors, prizes, products and services is subject to the Sponsor’s sole and absolute discretion. Prizes (and/or any portion thereof) are nontransferable and non-exchangeable. No refunds or credit for changes are allowed. No substitutions or cash redemption of any Prize is permitted except that Disney retains the right to substitute a prize of equal or greater retail value (or at Disney's election, the cash value of the applicable prize).

**WAIVER OF LIABILITY/PUBLICITY RELEASE.** Each Winner must execute and return to Sponsor an Affidavit of Eligibility/Release of Liability, Publicity (“Affidavit”) provided by Sponsor and if requested, a W9, within five (5) days of notification. Noncompliance within this time period may result in disqualification, and an alternate winner may be selected. Return of any Prize notification as undeliverable may result in disqualification and selection of an alternate winner.

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE RELEASEES (DEFINED BELOW) HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.**

**GENERAL CONDITIONS.** The Sweepstakes is governed by the laws of the United States and the State of California, excluding conflicts of laws principles. All federal, state and local laws and regulations apply. Sweepstakes void where prohibited. Sweepstakes may only be entered in or from United States and entries originating from any other jurisdiction are not eligible for entry.

Except where prohibited by law, each Winner grants to Sponsor and its advertising agencies the right to use and publish Winners’ photo, proper name, likeness, voice, opinions, biographical information and state in any media to promote the Sweepstakes without additional compensation.

By entering, you release, indemnify and hold harmless Sponsor, LA Live Properties, LLC, Anschutz Entertainment Group, Inc., Regal, Paramount, and any companies or prize providers associated with this Sweepstakes and each of its and their respective parent companies, subsidiaries, affiliates, owners, members, shareholders, directors, officers, employees and agents (each a "Releasee" and collectively the, "Releasees") from any and all liability for any injuries, loss or damage of any kind, including death, arising from or in connection with the Sweepstakes or receipt or use and/or misuse of any Prize.

Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or any other factor impairs the integrity of the Sweepstakes as determined by Sponsor in its sole discretion.

Online entries are deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential Winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry and is a California resident. Prizes will only be awarded to the authorized account holder.

If, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if technical difficulties compromise the integrity of the Sweepstakes, Sponsor reserves the right in its sole discretion to void any entries at issue (including disqualifying any individual who tampers or otherwise interferes with the entry process), and to cancel, terminate, modify or suspend the Sweepstakes, in whole or in part, at any time without notice. In the event of such cancellation, Sponsor reserves the right to award prize in a random drawing from all eligible entries received before the time of cancellation. Sponsor in no way promote illegal acts, and any and all entries which include or promote illegal acts will be disqualified.

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of unauthorized access to, or alternation of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry received by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in the sweepstakes.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE 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 SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Participants in the Sweepstakes hereby consent to the exclusive jurisdiction and venue of California courts (state and federal) in Los Angeles County for any causes or controversies arising out of the sweepstakes. Winner waives any and all objections to jurisdiction and venue in these courts. Entrants hereby agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with this Sweepstakes shall be resolved, upon the election by entrant or Sponsor, by arbitration pursuant to this provision and the code of procedures of either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the entrant. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. The arbitrator's authority to resolve Claims is limited to Claims between Sponsor and entrant alone, and the arbitrator's authority to make awards is limited to awards to Sponsor and entrant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

WINNERS' LIST. Requests for Sweepstakes results and/or a copy of these Official Rules may be obtained by sending a self-addressed, stamped envelope to: Dark Phoenix Sweepstake, c/o Melissa Covarrubias, Marketing Department, 1111 S. Figueroa Street, Suite 2600, Los Angeles, CA 90015. Results will be available after June 18, 2019. Requests for results must be received by December 30, 2019.

SPONSOR:

L.A. Live Cinemas, LLC  
1000 W. Olympic Blvd.  
Los Angeles, CA 90015