

Polaroid x Valerian Sweepstakes Official Rules and Regulations

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. SWEEPSTAKE OPEN TO LEGAL RESIDENTS OF THE UNITED STATES (INCLUDING ALL 50 STATES AND THE DISTRICT OF COLUMBIA), WHO ARE AT LEAST 18 YEARS OF AGE OR OLDER ON THE DATE OF ENTRY. VOID WHERE PROHIBITED BY LAW. BY ENTERING YOU REPRESENT THAT YOU HAVE READ AND ACCEPTED THE OFFICIAL RULES AND REGULATIONS AND ALL APPLICABLE WEBSITE POLICIES AND/OR TERMS OF USE.

SWEEPSTAKES PERIOD: The Polaroid x Valerian Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Eastern Standard Time ("EST") July 7, 2017 and ends on 11:59:59 PM EST July 15, 2017 ("Sweepstakes Period"). Entries must be submitted by 11:59:59 EST on July 15, 2017 or as determined by Sponsor's timing device.

SPONSORS:

PLR IP Holdings, LLC, (hereinafter "Sponsor") 4350 Baker Road, Suite 180, Minnetonka, MN 55343

<u>ADMINISTRATOR:</u> Wishpond Technologies LTD. (hereinafter "Administrator"), 650-1500 West Georgia, Vancouver, BC V6G 2Z6

ELIGIBILITY: The Sweepstakes is open to all legal residents of the fifty (50) United States and the District of Columbia ("D.C.") who: (i) are at least eighteen (18) years of age or older as of the day of entry; and (ii) have entered their first and last name and email address.

Persons in any of the following categories are not eligible to enter the Sweepstakes or win a prize: (a) employees of Sponsors, STX Productions, LLC ("STX") and EuropaCorp Films USA, Inc. ("EuropaCorp", and together with STX, the "Studio"), their respective parent companies, related subsidiaries and affiliated companies; (b) prize suppliers or other persons who are engaged in the development, production, or distribution of materials related to the Sweepstakes, or drawing of the winner for the Sweepstakes; (c) advertising and promotional agencies of Sponsors (sections (a), (b) and (c), collectively, "Releasees"); (d) persons who are immediate family members of any person in any of the preceding categories, including spouses, parents, children, siblings and their respective spouses, regardless of where they live; and (e) individuals living in the same household as any person in any of the preceding categories. By entering in the Sweepstakes, participants agree to abide by the terms of these Official Rules and Regulations and by the decisions of the Sponsor, which are final and binding on all matters pertaining to the Sweepstakes. The Sponsor reserves the right to disqualify any participant that it determines, in its sole discretion, is ineligible to participate in the Sweepstakes. Void where prohibited or restricted by law. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Studio is not

responsible for the collection, submission or processing of entries, the administration of the Sweepstakes, the selection of winners or the fulfillment of prizes. Entrants are providing information to Sponsor and not to Studio.

ENTRY: NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE THE ODDS OF WINNING. To enter, visit the designated landing page, www.polaroid.com/valerian-sweepstakes anytime during the Sweepstakes Period and follow the on-screen instructions on the Sweepstakes Application: [1] Complete the registration form by providing the required information; and [2] Click the "Submit" button (collectively, an "Entry"). All Entries must be submitted by the end of the Sweepstakes Period listed above. Sponsors will not be responsible for lost, stolen, misplaced or misdirected entries.

<u>CONDITIONS OF ENTRY:</u> Multiple entrants are not permitted to share the same account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, Facebook accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated entry software or system to participate is prohibited and will result in disqualification.

In the event of a dispute as to the identity of an entrant, the entry will be deemed to have been made by the authorized account holder of the email address provided for the potentially winning entry, but only if that person meets all other eligibility criteria. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Potential winner may be required to provide Sponsor and/or Administrator with proof that he/she is the authorized account holder for the email address for the potentially winning entry.

Releasees are not responsible for incorrect or inaccurate transcription of entry information, or for any human or printing error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or web site, inability to submit the online enrollment form, or any other error or malfunction, or any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this promotion, or for late, lost, stolen, illegible or misdirected entries. Entry materials that have been tampered with or altered are void. No facsimiles of entries will be accepted. If, in the Sponsor and/or Administrator'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, the Sponsor and/or Administrator reserves the right to void any entries at issue and/or to suspend, modify or cancel or terminate the Sweepstakes, in whole or in part, at any time without notice and award the Prize in a random drawing from among all non-suspect eligible entries received as of the termination date.

Any attempt by a participant or any other individual to deliberately damage any online service or 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 Sponsors reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

By entering the Sweepstakes, the participant is opting-in to receive additional information and promotional material from Sponsors and Studio.

By entering the Sweepstakes, the participant is affirming the following:

- Participant has read and understood the Sweepstakes Official Rules and Regulations and complied with all the rules, regulations and terms set forth in the Official Rules and Regulations
- Participant is over 18 years of age and a legal U.S. resident
- Participant affirms that they have not perpetrated and will not perpetuate any fraud or deception
 in connection with contest and have not sought to influence the outcome other than by
 participating as expressly permitted in the Official Rules and Regulations
- Participant affirms they are not an employee of the Sponsors or of any other person or entity stated in the Official Rules and Regulations who is not eligible to enter the Sweepstakes, now am I member of the family living in the same household of any such party
- Participant, on behalf of them self, their heirs, executors, administrators and any others who may
 act through me, waive and release and agree to hold harmless Sponsor, Studio, their respective
 parent, subsidiaries, affiliates, distributors, advertising and promotion agencies and their
 respective officers, directors, employees, representatives and agents, from and against any and
 all rights, claims and causes of action whatsoever they may have, or which may arise against any
 of them for any liability arising from or in any way connected with the Sweepstakes

PRIZE AND APPROXIMATE RETAIL VALUE: Eleven (11) randomly selected winners shall each be awarded one (1) prize by Sponsor (the "Prize"). Prizes include

- First prize: 10 tickets for 1 winner and 9 of their friends ("Guests") to attend an advance screening of Valerian And The City Of A Thousand Planets within 50 miles of the winner's hometown (the "Screening"). The specific date, time and location of the Screening shall be at the sole discretion of Sponsor. If (i) the First prize winner cannot attend the Screening on the date and at the time selected by Sponsor, or (ii) the First prize winner's residence is not within fifty (50) miles of an appropriate location for the Screening, or (iii) the First prize winner is unwilling, for any reason, to receive the First prize as described in and in accordance with these Official Rules, the First prize may be substituted subject to Sponsor's sole discretion or forfeited in its entirety. Valerian And The City Of A Thousand Planets has a Motion Picture Association of America rating of PG-13. The First prize winner's Guests must be age appropriate for the film. No photography or other audio and/or visual recordings may be made during the Screening and in the event the First prize winner or any of his or her Guests engage during the Screening in behavior that (as determined by Sponsor and/or Studio in their sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor and Studio reserve the right to send the First prize winner and/or his or her Guests home with no further compensation. Any other costs associated with acceptance or use of the First prize is at the First prize winner's and Guests' sole expense, including, but not limited to, round-trip ground transportation between winner's or Guests' residences and the designated movie theatre, concessions, parking fees, gasoline, and tolls. The Approximate Retail Value ("ARV") of the First Prize is \$150.
- Second prize: Five (5) winners will receive a Polaroid Snap Touch camera signed by Valerian
 And The City Of A Thousand Planets talent or filmmakers. The ARV of each Second prize is
 \$180.

• Third prize: Five (5) winners will receive a *Valerian And The City Of A Thousand Planets* prize pack (including a film-themed figurine, hat and board game). The ARV of each Third prize is \$50.

Total ARV for all prizes combined is \$1,300. Prizes are awarded "AS IS" with no warranty or guarantee, either express or implied by Sponsors. Prizes are not transferable, redeemable for cash or substitutable except by express consent of Sponsors, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion. Winner shall be solely responsible for all taxes (including federal, state and local taxes) and any other unspecified costs and expenses associated with the acceptance and use of a prize. All prize details not covered by these Official Rules are at Sponsor's sole discretion.

DRAWING: Random drawings will be conducted by Administrator after the Sweepstakes Period starting on or about July 15, 2017, from among all eligible entries during the Sweepstakes Period. The odds of winning will depend upon the total number of eligible entries received.

NOTIFICATION: Each winner will be notified within three (3) business days after the drawing by phone, e-mail, U.S. mail, and/or overnight courier ("Issuance of Notification"). Following the Issuance of Notification, each winner shall sign a winner's release agreement whereby winner shall release Sponsor, EuropaCorp Films, USA, Inc. ("EuropaCorp"), and STX Productions, LLC ("STX", collectively with EuropaCorp, the "Studio") from any liability arising out of the sweepstakes or the acceptance, use, misuse of any prize or participation in any prize-related activity. Prizes will not be awarded to any winner without an executed winner's release agreement.

Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor and/or Administrator's use of winner's name, likeness, Facebook photo, comments, opinions, hometown and state for promotional purposes in any media without further payment or consideration. All entries become the property of Sponsor.

<u>WINNERS LIST:</u> To request the name of the Prize winners, available after the close of the contest, send a separate, self-addressed stamped envelope to Attn: Polaroid x Valerian Sweepstakes, 4350 Baker Road, Suite 180, Minnetonka, MN 55343. Requests must be received no later than November 31, 2017. No requests will be accepted after such date.

LIMITATION OF LIABILITY. By participating in the Sweepstakes, entrants, or, if minors, their parents or legal guardians, agree to release, indemnify and hold harmless Releasees, Facebook, Inc. and each of their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Sweepstakes or acceptance, possession, use, misuse or nonuse of the Prize. The Sweepstakes and these Official Rules and Regulations shall be interpreted in accordance with the laws of the State of Minnesota without regard to its principles of conflicts of law. Jurisdiction and venue shall be solely within the State of Minnesota.

Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prizes or in any Sweepstakes related materials; or for stolen, lost, late, misdirected,

damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or; for electronic, computer, or telephonic malfunction or error, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, or process any transaction thereon.

If in the Sponsor and/or Administrator's opinion, for any reason the Sweepstakes is not capable of running as planned, or there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, the Sponsors reserve the right at their sole discretion to disqualify any individual (and void his/her entry) who tampers with the entry process and/or who is acting in violation of these Official Rules, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and at Sponsor's discretion conduct random drawings to award the Prizes using all eligible non suspect transactions and entries received as of the termination date.

As a condition of entering the Sweepstakes, entrants, or if a minor, their parents or legal guardians agree that: (i) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (ii) all causes of action arising out of or connected with the Sweepstakes, or the prizes awarded, shall be resolved individually, without resort to any form of class action; and (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event shall entrant be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify prize award procedures at their discretion.

PRIVACY: By entering the Sweepstakes, the participant is opting-in to receive additional information and promotional material from Sponsor. Sponsor will use any personally identifiable information in accordance with its privacy policy, located at http://polaroid.com/privacy-policy. Sponsor may share your information with STX in connection with Prize fulfillment purposes, which will use such information in accordance with its independent privacy policy posted at https://stxentertainment.com/privacy-policy

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