

**“Annie Citibike Promotion”**  
**Official Rules**

**NO PURCHASE, PAYMENT, OR SUBMITTING OF A PHOTO VIA SOCIAL MEDIA IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR SUBMISSION OF A PHOTO WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**IF ENTERING VIA TWITTER, FACEBOOK OR INSTAGRAM, A PERSONAL ACCOUNT AND INTERNET CONNECTION ARE REQUIRED. “PROTECTED” ACCOUNTS MAY NOT BE ABLE TO SEND ENTRIES VIA THIS METHOD.**

**This Promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter™, Facebook™ or Instagram™. You understand that you are providing your information to Sponsor and not to Twitter, Facebook or Instagram. Any questions, comments or complaints regarding this Promotion should be addressed to Sponsor and not to Twitter, Facebook or Instagram.**

**PROMOTION ENTRY PERIOD & SPONSOR:** The “Annie Citibike Promotion” (“**Promotion**”) promoting the motion picture “Annie” (the “**Picture**”) starts at 12:01 am Pacific Time (“**PT**”) on 11/17/14 and ends at 11:59 pm PT on 12/20/14 (“**Promotion Period**”) for submission of an entry via Instagram, Facebook, Twitter or email; with all four (4) entry methods detailed below. The Promotion consists of two (2) individual random drawing sweepstakes (each a “**Sweepstakes**” and collectively the “**Sweepstakes**”), each with its own specific entry period (each referred to as the “**Sweepstakes Entry Period**”, random drawing date and prize structure as detailed below. The sponsor (“**Sponsor**”) of the Promotion is Columbia TriStar Marketing Group, Inc., located at 10202 West Washington Blvd., Culver City, CA 90232. The Promotion is subject to these official rules (the “**Official Rules**”), and by entering, entrant agrees to be bound by the terms and conditions herein and to all applicable federal, state and local laws.

**ELIGIBILITY:** The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia (collectively, the “**Eligibility Area**”), who as of the date of their Entry (defined below) into the Promotion are thirteen (13) years of age or older. Employees and their immediate family members (spouses, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren) of Sponsor, West Coast Marketing, a division of The Susquehanna Hat Company (“**West Coast Marketing**”), and each of their respective officers, directors, affiliates, subsidiaries, parent companies, and advertising and promotion agencies (collectively, the “**Promotion Parties**”) and those living in the household of same (whether legally related or not) are not eligible to enter or win. A prize won by an individual considered a minor (“**Minor**”) in his/her legal jurisdiction of residency will be awarded in the name of said Minor’s parent or legal guardian.

**SWEEPSTAKES ENTRY PERIOD SCHEDULE:** As stated above, there are two (2) Sweepstakes in this Promotion. The Sweepstakes Entry Period schedule for the two (2) Sweepstakes is as follows:

Sweepstakes #1: Starts at 12:01 am PT on 11/17/14 and ends at 11:59 pm PT on 11/23/14

Sweepstakes #2: Starts at 12:00 midnight PT on 11/24/14 and ends at 11:59 pm PT on 12/20/14

**HOW TO ENTER:** There are multiple ways to enter one (1) or both of the Sweepstakes in the Promotion; online by Instagramming or Tweeting a Photo (defined below) or posting a Photo to Facebook (collectively referred to herein individually as a “**Social Media Entry**” and collectively as “**Social Media Entries**”), or by entering via email (details below). **Note: The Photo must be of a Red Annie Citibike (defined below).**

To participate in the Promotion via the Social Media Entry method detailed below, you must have an account with Instagram, Facebook and/or Twitter (“**Social Media Platforms**”). If you do not have an account with any of the Social Media Platforms, go to the applicable website, [www.instagram.com](http://www.instagram.com), [www.facebook.com](http://www.facebook.com) or [www.twitter.com](http://www.twitter.com), and create an account according to the instructions on the website. Creating an account is free. Please note that you must accept and agree to comply with the terms and conditions for an applicable Social Media Platform to create an account. **NOTE:** Sponsor may not receive entries from Social Media Platform users with “protected” updates (i.e.,

user has set their account so that only people the user has approved can view their updates) due to the way each Social Media Platform operates its respective services.

Details of the methods of Entry are as follows:

*How to Submit a Social Media Entry via Twitter, Facebook or Instagram:* During the Promotion Period, there are three (3) ways to enter via Social Media; via Twitter, Facebook or Instagram as detailed below. During the Promotion Period at various locations in New York City a specially painted Red Annie Citibike (each a “**Red Annie Citibike**” and collectively “**Red Annie Citibikes**”) will be made available for rental to consumers. To enter via the Social Media Entry method described herein, you must first take a photo of any Red Annie Citibike (“**Photo**”). After taking a Photo submit it as follows for entry in the Promotion:

1. Enter by Instagramming the Photo with the hashtag #AnnieCitibikeSweeps.
2. Enter by tweeting a message that includes the Photo along with the hashtag #AnnieCitibikeSweeps.
3. Enter by posting the Photo on your Facebook page along with the hashtag #AnnieCitibikeSweeps.

By completing any of the foregoing you will receive one (1) Social Media Entry in the Promotion. Note: If your account is set to “protected mode” your updates/responses may not be visible in Sponsor’s @Reply inbox, and may not thus be received by Sponsor unless entrant has previously consented to permit Sponsor to see the entrant’s Social Media Platform updates. Social Media Entries must be received according to the Sweepstakes Entry Period Schedule above to be eligible for a specific Sweepstakes.

*How to Enter by Email:* To enter by email, during the Promotion Period submit an email including your actual first and last name and residential address (as they appear on your driver’s license or governmental identification) (no P.O. boxes), daytime telephone number, email address and date of birth to AnnieCitiBikeSweeps@gmail.com.. Entry must be completed in full to be valid. Only one (1) individual’s name may be on each entry. By submitting the entry as detailed herein, you will receive one (1) email entry (“**Email Entry**”). Email Entries must be received according to the Sweepstakes Entry Period Schedule above to be eligible for a specific Sweepstakes.

Sponsor is not responsible for lost, late, stolen, garbled, corrupted, misdirected or illegible emails or human or other error that may occur in the receipt or processing of Email Entries. All Email Entries become property of Sponsor and will not be acknowledged or returned.

Social Media Entry and Email Entry may be referred to herein individually as an “**Entry**” and collectively as “**Entries**”. Each individual submitting an Entry may be referred to as an “**Entrant**”.

**THERE IS A LIMIT OF ONE (1) ENTRY PER PERSON PER SWEEPSTAKES REGARDLESS OF THE METHODS OF ENTRY. ENTRIES THAT ARE NOT SELECTED AS A PRIZE WINNER IN SWEEPSTAKES #1 DO NOT REMAIN ELIGIBLE FOR SWEEPSTAKES #2.**

Any attempt by any participant to enter by using multiple/different Social Media accounts, email addresses, identities, registrations and logins, or any other methods will void that participant’s Entries and that participant may be disqualified, at the sole discretion of Sponsor. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Entries, which will be disqualified. In the event of a dispute regarding who submitted a Social Media Entry, the Social Media Entry will be deemed submitted by the authorized account holder (defined below) of the email address connected with the Social Media account from which the Social Media Entry was sent. In the event of a dispute regarding who submitted an Email Entry, the Email Entry will be deemed submitted by the authorized account holder of the email address connected with the Email account from which the Email Entry was sent. “**Authorized Account Holder**” is defined as the natural person who is assigned to an email address by the Internet access provider, online 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. A potential winner may be requested to provide Sponsor with proof that the potential winner is the Authorized Account Holder of the email address associated

with the winning Entry and that all eligibility requirements are met. No automatically generated Entries will be accepted. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

To understand how Instagram utilizes and keeps user content and photos, please refer to their "Privacy & Safety" web page here: <http://help.instagram.com/customer/portal/topics/43528-privacy-safety/articles>. To understand how Twitter utilizes and keeps user content and photos, please refer to their "Terms of Service" Web page here: <https://twitter.com/tos>. To understand how Facebook utilizes and keeps user content and photos, please refer to their "Terms of Service" Web page here: <https://www.facebook.com/policies/?ref=pf>.

Please note: This Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook or Twitter. Instagram, Facebook and Twitter are registered trademarks, which are herein used for purposes of Promotion description only. Such use is not intended to suggest or imply the sponsorship, endorsement, or the approval of this Promotion by the owners of said trademarks.

#### **I. Social Media Entry Requirements:**

1. Entrants agree to and understand that Social Media Entries will be made available to the public, including without limitation, posting on the Internet. Whether or not Social Media Entries are published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Social Media Entries.
2. Each Social Media Entry must be an original creation of the submitting Entrant which is under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Social Media Entry and each Social Media Entry must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that, nothing in the Social Media Entry infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Entrant absent a suitable license, clearance or permission agreement (proof of which is required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured. Entrant agrees to indemnify and hold harmless each of Promotion Parties, and each of their owners, officers, directors, employees, and affiliated organizations, and their respective officers, directors, shareholders and employees, from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by Entrant of these Official Rules or the warranties and representations made by Entrant in this paragraph. Modifying, enhancing or altering a third party's preexisting work does not qualify as Entrant's original creation.
3. By uploading the Social Media Entry, the Entrant agrees, for zero compensation, to grant to Sponsor all intellectual property rights in the Social Media Entry and each of its constituent parts, which rights include, without limitation, the Sponsor's right to publish, make available to the public and/or reproduce the Social Media Entry through any media available at any time during, or after, the Promotion Period on any related websites, in any promotional materials, whether related or unrelated to the Promotion, and at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate and necessary for the operation and promotion of this Promotion. In addition, Entrant warrants that any so called "moral rights" in the Social Media Entry have been waived and Entrant acknowledges and agrees that Sponsor may use any ideas from any Social Media Entry or other submitted materials, whether or not Entrant has been awarded a prize in connection with any such Social Media Entry or other materials. Entrant agrees to release, defend, indemnify and hold harmless each of Promotion Parties, and each of their owners, employees, directors, officers, shareholders, members, agents, subcontractors and licensees from all claims, demands and causes of action of any nature whatsoever which Entrant or Entrant's heirs, representatives, executors, administrators, or any other persons acting on Entrant's behalf or on behalf of Entrant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by Entrant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Social Media Entry and any portion thereof, or the likeness of any natural person therein.

4. Entrants are responsible for securing necessary permissions, talent and location releases, and licenses for any visual and audio material contained in the Social Media Entries.
5. Sponsor is not responsible for any expenses incurred in the production and delivery of the Social Media Entries.

**II. Social Media Entry Content Restrictions:** Social Media Entries must not contain material that:

1. Contains or depicts someone smoking or intoxicated;
2. Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
3. Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
4. Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements);
5. Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;
6. References persons or organizations without their written permission;
7. Disparages any persons or organizations;
8. Includes threats to any person, place, business or group;
9. Is unlawful, in violation of or contrary to any applicable federal, state, or local laws and regulations.

Failure of any Social Media Entry to comply with the above "Social Media Entry Requirements" and "Social Media Entry Content Restrictions," as determined by Sponsor, in its sole discretion, may result in disqualification of Entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Social Media Entry that, in its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Promotion or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. All Entries shall become the exclusive property of Sponsor and will not be returned. Entries must be suitable for presentation in a public forum, in sole determination of Sponsor.

Important Note: Opting to send emails or tweets or receive Sponsor's emails or tweets via your wireless mobile device (which may only be available via participating wireless carriers and is not required to enter the Promotion), standard text messaging and/or data rates will apply for each text message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Promotion. Participation in this Promotion by wireless mobile device and text message means that you understand that you may receive additional text messages from Sponsor relating to this Promotion, including notifying you if you are a potential winner in this Promotion, which will be subject to the charges pursuant to your carrier's rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Cell phone service may not be available in all areas. Check your wireless device's capabilities for specific instructions.

The Sponsor's database clock will be the official timekeeper for this Promotion.

All federal, state, and local rules and regulations apply.

For purposes of this Promotion, an Entry is "received" online when the Sponsor's server records the Entry information. Proof of sending (such as an automated computer receipt confirming Entry or "thanks for entering" message) does not constitute proof of actual receipt of an Entry for purposes of this Promotion. Illegible and/or incomplete Entries and Entries submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions, provide the required information in their Email Entry, or abide by these Official Rules or other instructions of Sponsors may be disqualified.

**PRIVACY INFORMATION:** You understand that any personally identifiable information you provide to Instagram is subject to the Instagram Privacy Policy which can be found at <http://instagram.com/about/legal/privacy/#>. You understand that any personally identifiable information you provide to Twitter is subject to the Twitter Privacy Policy which can be found at <http://twitter.com/privacy>. You understand that any personally identifiable information you provide to Facebook is subject to the Facebook Privacy Policy which can be found at <https://www.facebook.com/policy.php>.

Personal information supplied by Grand Prize winner will be subject to the Sponsor's privacy policy available at <http://www.sonypictures.com/corp/privacy.html>.

**WINNER SELECTION:** One (1) potential Grand Prize winner will be selected in a random drawing from among all Entries eligible for Sweepstakes #1 on or about 11/24/14 by West Coast Marketing, an independent judging organization. One (1) potential Grand Prize winner will be selected in a random drawing from among all Entries on or eligible for Sweepstakes #2 on or about 12/22/14 by West Coast Marketing. Decisions of Sponsor and West Coast Marketing shall be final and binding in all matters relating to this Promotion. The potential Sweepstakes #1 Grand Prize winner will be notified by private messaging via the social media method of Entry, or by email or telephone on or about 11/24/14. The potential Sweepstakes #2 Grand Prize winner will be notified by private messaging via the social media method of Entry, or by email or telephone on or about 12/22/14.

If entering via a social media method (detailed above) it is the Entrant's responsibility to timely set account settings to accept contacts by Sponsor and to timely check your account for such messages. If entering via the email method (detailed above) it is the Entrant's responsibility to timely check your account for messages. This may include checking spam and trash folders. Sponsor is not responsible for any failure of delivery of notice attempting to use such methods.

A potential Grand Prize winner will be required to respond to the notification within two (2) days, providing first and last name, complete mailing address within the Eligibility Area, daytime telephone number, email address, date of birth, and verifying eligibility in the Promotion.

A potential Grand Prize winner (or a potential Grand Prize winner's parent or legal guardian if a potential Grand Prize winner is a Minor) will be required to execute and return a notarized Affidavit of Eligibility/Release of Liability and (except where prohibited) Publicity Release form and a completed IRS W-9 form within three (3) business days of date of issuance. Each Grand Prize winner's travel companions are each required to be of majority age or older at the time of winner notification or be the Minor child or ward of the Grand Prize winner. Each Grand Prize winner's travel companions (or Grand Prize winner if a travel companion is Minor child or ward of the Grand Prize winner) will also be required to execute and return a notarized Release of Liability form within this same deadline. A pre-paid overnight delivery service air bill will be provided to facilitate the return of all required documents. A potential Grand Prize winner's failure to return all required forms in this three (3) day time period may result in the applicable potential Grand Prize winner being disqualified and (time permitting) an alternate winner may or may not be selected at Sponsor's sole discretion. A Minor will not be allowed to participate in any portion of a Grand Prize without being accompanied by his/her parent or legal guardian.

If any prize notification or prize is returned as undeliverable for any reason, Sponsor may decide, in its discretion, to award such prize to an alternate eligible Entrant or if time does not permit (in Sponsor's opinion) to not award such prize.

Acceptance of a prize constitutes permission (except where prohibited) granted to Sponsor to use the applicable winner's name, likeness, picture, voice, biographical information and statements for publicity, advertising, trade and promotional purposes in connection with the Promotion or the Picture in any and all media and manner and by any and all means now known or hereafter devised in perpetuity worldwide without additional compensation or limitation of any kind, and without the need to get any further consent.

Prizes are not transferable, assignable, or redeemable for cash. No substitution for a prize by the winner will be allowed. If necessary, due to unavailability of the prize for any reason, a prize of equal or greater value will be awarded at the sole discretion of the Sponsor. Prizes may not be sold, bartered or exchanged by winners. Prizes are provided "as is" and without any warranty of any kind. Winners are responsible for all taxes and fees associated with prize receipt and/or use. By accepting a prize, winner acknowledges compliance with these Official Rules. All Federal, state and local tax liabilities are the responsibility of the winners.

Failure to respond to the attempted notification within two (2) days of the date of notification, return correctly executed documents or to comply with any other provision herein, may result in the applicable prize winner being disqualified and an alternate prize winner may or may not be selected at Sponsor's sole discretion.

**PRIZES: SWEEPSTAKES #1 GRAND PRIZE (1):** One (1) Grand Prize (referred to herein as "**Sweepstakes #1 Grand Prize**") will be awarded in Sweepstakes #1. The Sweepstakes #1 Grand Prize consists of a trip for the eligible Grand Prize winner ("**Sweepstakes #1 Grand Prize Winner**") and up to three (3) travel companions (each a "**Sweepstakes #1 Travel Companion**") and collectively the "**Sweepstakes #2 Travel Companions**") during the specific dates of 12/6/14-12/8/14 to attend the U.S. premiere ("**Premiere**") of the Picture in New York, NY ("**NY**"), if held. The Sweepstakes #1 Grand Prize trip includes the following: (i) roundtrip ("**R/T**") economy (coach) class airfare for four (4) from a major U.S. gateway airport near the Sweepstakes #1 Grand Prize Winner's hometown (as determined by Sponsor) to NY; (ii) two (2) consecutive nights hotel accommodations (single standard room, quadruple occupancy; room and room tax only) at a hotel ("**Hotel**") in the NY area; (iii) admission for Grand Prize Winner and his or her Sweepstakes #1 Travel Companions to the Premiere; (iv) R/T ground transfers between NY airport and Hotel and (if deemed necessary by the Sponsor) R/T ground transfers between Hotel and Premiere; and (v) a check in the amount of \$200. Specific dates of travel, air carrier(s), Hotel, and all other elements of Sweepstakes #1 Grand Prize are at the sole discretion of Sponsor or its designee(s). If the Premiere is canceled or delayed, the remaining elements of the Sweepstakes #1 Grand Prize (as detailed above) shall constitute the complete and total Grand Prize to be awarded. The approximate retail value ("**ARV**") of the Sweepstakes #1 Grand Prize is \$4,900.00. There is no monetary value to the attendance at the Premiere portion of the Sweepstakes #1 Grand Prize. Sweepstakes #1 Grand Prize Winner must be able to travel on dates necessary to attend the Premiere (as determined by Sponsor) or the Sweepstakes #1 Grand Prize will be forfeited in its entirety and no additional prize element substituted and an alternate winner may be selected at sole discretion of Sponsor. If Sweepstakes #1 Grand Prize Winner lives within 150 miles of NY (as determined by Sponsor), airfare will not be provided and no ground transportation or additional compensation will be provided in lieu thereof.

**SWEEPSTAKES #2 GRAND PRIZE (1):** One (1) Grand Prize (referred to herein as "**Sweepstakes #2 Grand Prize**") will be awarded in Sweepstakes #2. The Sweepstakes #2 Grand Prize consists of a trip for the eligible Grand Prize winner ("**Sweepstakes #2 Grand Prize Winner**") and up to three (3) travel companions (each a "**Sweepstakes #2 Travel Companion**") and collectively the "**Sweepstakes #2 Travel Companions**") to Los Angeles, CA ("**LA**") for a tour of Sony Studios ("**Tour**"). The Sweepstakes #2 Grand Prize trip includes the following: (i) roundtrip ("**R/T**") economy (coach) class airfare for four (4) from a major U.S. gateway airport near the Sweepstakes #2 Grand Prize Winner's hometown (as determined by Sponsor) to LA; (ii) two (2) consecutive nights hotel accommodations (single standard room, quadruple occupancy; room and room tax only) at a hotel ("**Hotel**") in the LA area; (iii) admission for Grand Prize Winner and his or her Sweepstakes #2 Travel Companions to the Tour; and (iv) R/T ground transfers between LA airport and Hotel and (if deemed necessary by the Sponsor) R/T ground transfers between Hotel and Tour. The approximate retail value ("**ARV**") of the Sweepstakes #2 Grand Prize is \$4,000.00. Sweepstakes #2 Grand Prize Winner must provide a minimum of forty-five (45) days advance notice of desired departure and all travel must be completed by 6/30/15 or the Sweepstakes #2 Grand Prize will be forfeited in its entirety and no additional prize element substituted and an alternate winner may be selected at sole discretion of Sponsor. Holiday and additional blackout dates apply. Travel may require a Saturday night stay over. If Sweepstakes #2 Grand Prize Winner lives within 150 miles of LA (as determined by Sponsor), airfare will not be provided and no ground transportation or additional compensation will be provided in lieu thereof.

The Sweepstakes #1 Grand Prize and Sweepstakes #2 Grand Prize may be referred to herein as a “**Grand Prize**” and the winner of a Grand Prize referred to as a “**Grand Prize Winner**”. The Sweepstakes #1 Travel Companions and Sweepstakes #2 Travel Companions may be referred to herein individually as a “**Travel Companion**” and in the plural as “**Travel Companions**”.

Note: The following conditions apply to all travel for Sweepstakes #1 and Sweepstakes #2:

The actual value of the travel portion may vary depending on city of departure, dates and times of travel, airfare fluctuations and Hotel charges at the time of travel bookings. Therefore, the actual value of a Grand Prize awarded may be lower or higher at the time it is fulfilled. Any difference between actual value and stated ARV will not be awarded. Travel is subject to the restrictions and conditions set forth below. Any costs associated with Grand Prize receipt and/or use that are not expressly stated above are not included in the Grand Prize and are the responsibility solely of the applicable Grand Prize Winner and his/her Travel Companions. Such costs may include, without limitation, any ground transportation (other than as expressly provided above), any unspecified state or local taxes or government surcharges or fees, trip and travel insurance and premiums, excursions, meals, drinks, incidentals, gratuities, telephone calls, charges for changing dates or other personal costs and expenses not specified herein and are the sole responsibility of the applicable Grand Prize Winner and his or her Travel Companions. All travel arrangements are to be administered by Sponsor or its designee. Each Grand Prize Winner and his or her Travel Companions will be required to travel on identical itineraries including the same departure city, departure date, destination and return date. A Grand Prize Winner and his or her Travel Companions will be required to provide valid Federal or state government issued photo ID at time of travel. If a Grand Prize Winner elects to travel or partake in trip with fewer than three (3) Travel Companions or no Travel Companion, no additional compensation will be awarded. Air transportation and Hotel accommodations must be taken together and cannot be taken separately. No changes will be made to travel details once any element(s) of the travel arrangements have been booked except at Sponsor’s sole discretion. All airline tickets issued in conjunction with prize are not eligible for frequent flyer miles or any other promotional benefit. Sponsor or its designee will not replace any lost or stolen tickets, travel vouchers or certificates or similar items once they are in the Grand Prize Winner’s possession, or in the possession of the Grand Prize Winner’s Travel Companions. Grand Prize travel is subject to capacity controls, availability and certain other restrictions, which may include a Saturday night stay, all of which are subject to change. No stopovers are permitted on tickets issued as the Grand Prize; if a stopover occurs, the Grand Prize will terminate and full fare will be charged from the stopover point for the remaining trip segment(s), including the return. Once Hotel and flight arrangements have been confirmed, no changes will be allowed except by Sponsor. Any unclaimed and/or unused Grand Prize travel package will remain the property of Sponsor. A Minor will not be allowed to participate in any portion of Grand Prize Trip without being accompanied by his/her parent or legal guardian.

Awarding of a Grand Prize is subject to the applicable Grand Prize Winner’s acceptance of all requisite conditions within these Official Rules and Grand Prize Winner’s ability and agreement to grant the rights set forth in these Official Rules and the Required Documents.

Prizes are non-transferable and non-assignable. No prize substitution allowed by a Grand Prize winner. No portion of a prize may be sold, bartered or exchanged by the Grand Prize winner. If awarded, Grand Prize will be awarded without any warranty of any kind.

**NOTE:** It is possible that the Grand Prize Winner and the Travel Companions will be photographed during the Premiere or Tour (as applicable) and Sponsor reserves the right to use such recorded stills and/or film/video footage (collectively, the “**Footage**”) to promote the Picture or Sponsor. There will be no compensation paid in connection with the possible use of the Footage as set forth above. The photographing of the Grand Prize Winner or Travel Companions during the Premiere or Tour (as applicable) is not guaranteed, and even if the Footage is shot, there is no guarantee (or obligation on the part of Sponsor) that the Footage will be used to promote the Picture or any other Sponsor product or service.

Awarding of a Grand Prize is subject to the applicable Grand Prize Winner’s acceptance of all requisite conditions within these Rules and Grand Prize Winner’s ability and agreement to grant the rights set forth in these Rules and the Affidavit.

**ODDS OF WINNING:** The odds of winning the Grand Prize in a specific Sweepstakes are determined by the total number of Entries received for the specific Sweepstakes and are equal regardless of method(s) of Entry.

**RELEASES:** The Promotion Parties, Instagram, Facebook, Twitter, Inc., and any and all Internet server(s) and access provider(s), and each of their respective affiliates, subsidiaries, parent corporations, retailers and advertising and promotion agencies, and all of their officers, directors, shareholders, employees and agents (collectively, “**Releasees**”) are not responsible for: any incorrect or inaccurate Entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, or software, including without limitation any injury or damage to participant’s or any other person’s computer relating to or resulting from participation in the Promotion; inability to access any social media site; theft, tampering, destruction, or unauthorized access to, or alteration of, Entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any web site or for any other reason whatsoever; typographical, printing or other errors; any mailed Entries or other Promotion related materials which are late, lost, incomplete, misdirected, stolen, mutilated, illegible, or or any combination thereof. Proof of emailing an Entry or attempting to submit a Social Media Entry is not considered proof of delivery or receipt. Illegible, incomplete and Entries in excess of the limits stated above and mechanically reproduced Entries will be disqualified. All Entries become the property of the Sponsor and will not be acknowledged or returned. False, fraudulent or deceptive Entries or acts shall render Entrants ineligible. By entering the Promotion, Entrants affirm that they have read and accepted these Official Rules.

**GOVERNING LAW/LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants and Releasees in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state’s laws. By entering the Promotion, Entrants hereby submit to the jurisdiction and venue of the federal and state courts of Los Angeles County, California, United States and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum.

BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS’ REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**FORCE MAJEURE:** Releasees shall not be liable to a prize winner or any other person for failure to supply a prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, network or computer problems, internet problems, hacking, computer viruses, unauthorized computer access, tampering, or any other cause beyond Sponsor’s sole control. Releasees shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), Hotel(s), or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Releasees’ legal responsibility for loss or damage to baggage shall be strictly governed by the Warsaw Convention and the other applicable conditions of carriage set forth on the passengers’ tickets.



**GENERAL:** If for any reason this Promotion is not capable of running as planned, or if this Promotion or any web site associated therewith (or any portion(s) thereof) becomes corrupted or does not allow the proper playing of the Promotion and processing of Entries in accordance with these Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by Entrants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Promotion, the Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Promotion or any portion thereof. In the event this Promotion is cancelled, the Sponsor will conduct a random drawing to award the applicable prize(s) from among all eligible, non-suspect Entries received prior to the time of the action or event warranting such cancellation. If such cancellation, termination, modification, or suspension occurs, notification will be posted at AnnieCitiBikeSweeps.com. The Releasees are not responsible for the actions of Entrants in connection with the Promotion, including Entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Promotion. Persons found tampering with or abusing any aspect of this Promotion, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Promotion, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the Entrant, as well as other possible consequences, including disqualification from any and all existing and future Promotion. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DAMAGE ANY WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

If a dispute arises about who submitted a Social Media Entry, the Entry will be deemed submitted by the authorized account holder of the Instagram, Facebook or Twitter account entered (as applicable). The authorized account holder of the Instagram, Facebook or Twitter account entered is deemed the natural person who has registered with Instagram, Facebook or Twitter (as applicable) for the user name associated with the submitted Entry. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized user of the Instagram, Facebook or Twitter account (as applicable) associated with the winning Entry and that all eligibility requirements are met.

Where a dispute arises about who received an Email Entry, the Entry will be deemed submitted by the individual whose email address was submitted at the time of Entry. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the 'authorized account holder' of the email address entered. The authorized account holder is deemed the natural person who is assigned to an email address by an Internet access provider, service provider, or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

In the event a dispute regarding the identity of the individual who actually submitted an Entry cannot be resolved to Sponsor's satisfaction, the affected Entry will be deemed ineligible. The Releasees are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's email account to receive email messages. Also, the Releasees are not responsible, and may disqualify an Entrant, if his or her email address does not work or if it is changed without Entrant giving prior written notice to Sponsor.

NOTE: Entry must be made by the Entrant only as detailed above. Entries made by any other individual or any entity, and/or originating at any other web site or email address, including, but not limited to, commercial Promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. The use of any device or software to automate the Entry process is prohibited. Entries or other Promotion materials that are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late, misdirected, postage due, deceptive, in greater quantity than the limit stated above or otherwise not in compliance with the Official Rules may be disqualified from the Promotion at Sponsor's sole and absolute discretion.

**MISCELLAENOUS:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with

their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on the Entry Site and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

**No Injunctive Relief:** EACH ENTRANT UNDERSTANDS AND AGREES THAT HE/SHE SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE PROMOTION OR THE PICTURE, OR ANY OTHER MOVIE, PRODUCTION OR PROJECT OF SPONSOR OR ANY OF ITS AFFILIATES.

**WINNERS LIST:** For an Official Winners List (available after 1/20/15), or a copy of these Official Rules, send a self-addressed, stamped envelope to: "Annie Citibike Promotion" (*please specify Official Winner's List or Official Rules*), P.O. Box 56436, Sherman Oaks, CA 91413. Residents of Vermont with a return address in Vermont may omit the return postage on their Official Rules request. Official Rules are also available at [AnnieCitiBikeSweeps.com](http://AnnieCitiBikeSweeps.com) during the Promotion Period.

This site is subject to the Terms of Service located at: <http://www.sonypictures.com/corp/tos.html>.