

**“THE DARK TOWER” FAN ART CONTEST
CONTEST RULES (“RULES”)**

NO PURCHASE NECESSARY TO ENTER OR WIN. A TWITTER™, FACEBOOK™ OR INSTAGRAM™ ACCOUNT AND INTERNET CONNECTION IS REQUIRED TO ENTER.

OVERVIEW: “The Dark Tower” Contest (“**Contest**”) promotes the motion picture “THE DARK TOWER” (the “**Picture**”). Individuals meeting the age and residency requirements set forth below who are interested in participating in the Contest must submit a design for their own ORIGINAL fan artwork (e.g., photograph, painting, illustration, multi-media collage, animated gif, etc.) inspired by the characters, objects, scenes or the Tower from “The Dark Tower” series (“**Fan Art**”) as detailed below. The Contest is sponsored by Columbia Tristar Marketing Group, Inc., 10202 W. Washington Blvd., Culver City, CA 90232 (the “**Sponsor**”) and consists of a skilled-based competition.

WHO: Open only to legal residents of 50 U.S. & DC, 13 years old or older whose entries meet the additional eligibility requirements set forth below (“**Entrant(s)**”). A Minor should get his/her parent/guardian’s permission before entering.

WHEN: “The Dark Tower” Contest (“**Contest**”) begins at 12:01 a.m. Pacific Time (“**PT**”) on February 19, 2017 and entry in the Contest ends at 11:59 PT on March 5, 2017 (the “**Contest Period**”).

HOW TO ENTER: There are three (3) methods of entering the Contest via specific social media sharing utilizing either Facebook™, Instagram™ or Twitter™ (each a “**Social Media Platform**”) as detailed below (and such entry via social media sharing referred to herein as a “**Social Media Entry**” and collectively as “**Social Media Entries**”); with details for specific methods of entry stated below. During the Contest Period, share your Fan Art via posting or tweeting on Social Media Platform AND include the two hashtags: #DarkTowerMovie and #DTFanArtContest. Each Entrant may enter up to three (3) original Fan Art entries per each day during the Contest Period.

NOTE: Sponsor hereby grants the Entrants a time-and-scope-limited, revocable, non-exclusive license to use **ONLY** the select creative assets of the Picture (“**Assets**”) available at the website <http://Facebook.com/TheDarkTower> for one (1) purpose only and that is to create one or more Fan Art images in order to participate in this Contest and the Entrant hereby acknowledges and agrees that by using such Assets, Entrant does not acquire any right in and to any of the Assets, or in and to any works derived from the Assets (including any renderings of the Assets created by Entrant), or in any of the intellectual property rights embodied therein and that all of these remain the sole and exclusive property of Sponsor. **SEE THE GRANT OF RIGHTS SECTION IN THE TERMS AND CONDITIONS FOR DETAILS ABOUT THE RIGHTS YOU ARE GRANTING TO SPONSOR PURSUANT TO YOUR PARTICIPATION IN THIS FAN ART CONTEST.**

JUDGING CRITERIA: Each eligible Fan Art will be judged according to the following equally weighted judging criteria (the “**Judging Criteria**”): Originality, Creativity, Technical Skill Displayed in the Quality of Work Presented and Adherence to “The Dark Tower” Theme. The Fan Art scoring the highest total score in the opinion of the judges would be declared the (potential) Grand Prize winner. See below for Resolution of Ties. Fan Art will be judged by a panel of judges selected by Sponsor at its sole discretion.

GRAND PRIZE (1): The Grand Prize consists of a check for USD\$1000 and an autographed copy of the book entitled “The Making of the Dark Tower: The Art of the Film” autographed by select cast/crew member(s) subject to availability and sole discretion of Sponsor. The book element will be awarded once the book is made available by the publisher which is estimated to be June 2017.

RULES/WINNERS LIST: For a copy of these Rules or the Winners List, send a self-addressed, stamped envelope to: “THE DARK TOWER” FAN ART CONTEST – Rules and/or Winners List (*please specify which*), c/o West Coast Marketing, 22287 Mulholland Highway, #396, Calabasas, CA 91302. All requests must be received by July 1, 2017. The Rules will be made available on the Contest Site throughout the Contest Period.

TERMS AND CONDITIONS:

Each such eligible individual submitting an eligible Fan Art (as detailed below) shall be herein referred to as an **“Entrant”** and the submitted Fan Art the **“Entry”**. At the end of the Contest Period (defined below), a judging panel (as detailed below) will judge the Fan Art based on the Judging Criteria (as defined below) to determine the highest scoring Fan Art.

Employees (and their families) of Sponsor, MRC II Distribution Company L.P. (**“MRC”**) West Coast Marketing, a division of The Susquehanna Hat Company (**“West Coast Marketing”**) and all of their respective partners, parent companies, divisions, subsidiaries, affiliates, licensees, distributors, advertising, promotion and public relations agencies and their respective officers, directors, employees, agents, independent contractors, representatives and agencies (collectively, the **“Contest Entities”**) or households (whether or not related), are not eligible to participate in the Contest. **SEE BELOW FOR ADDITIONAL ELIGIBILITY REQUIREMENTS.**

PARTICIPATION IN THE CONTEST BY ENTRANTS IS SUBJECT AT ALL TIMES TO COMPLIANCE WITH THESE RULES AND WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS (COLLECTIVELY, THE **“APPLICABLE LAWS”**).

CONTEST IS VOID IN PUERTO RICO, ALL US TERRITORIES AND POSSESSIONS, OVERSEAS MILITARY INSTALLATIONS AND WHERE PROHIBITED OR RESTRICTED BY LAW.

ONLY AN ELIGIBLE ENTRANT MAY PARTICIPATE IN THE CONTEST AND/OR WIN THE PRIZE. SPONSOR EXPRESSLY RESERVES FOR ITSELF THE RIGHT TO DETERMINE THE ISSUE OF ELIGIBILITY AND/OR THE RIGHT OF ANY ENTRANT TO REDEEM OR OTHERWISE BENEFIT FROM ANY PRIZE AT ANY TIME (INCLUDING, WITHOUT LIMITATION, AFTER AN ENTRANT WAS EARLIER DEEMED ELIGIBLE). NOTWITHSTANDING ANY OTHER PROVISION OF THESE RULES, IF AT ANY STAGE OF THE CONTEST, SPONSOR DETERMINES THAT NOT ENOUGH, OR NO ELIGIBLE ENTRANTS EXIST FROM WHICH TO SELECT THE WINNER AND/OR FOR THE AWARDING OF ANY PRIZING, THEN SPONSOR MAY IN ITS SOLE AND EXCLUSIVE DISCRETION DETERMINE THAT NOT ENOUGH, OR NO ELIGIBLE, ENTRANTS EXIST AND THEN MAY EITHER SUSPEND THE CONTEST OR MODIFY IT (OR ANY PARTS THEREOF) IN ANY EQUITABLE MANNER THAT SPONSOR DEEMS APPROPRIATE IN ITS SOLE AND EXCLUSIVE DISCRETION, INCLUDING, WITHOUT LIMITATION, BY NOT AWARDING THE PRIZING SET FORTH IN THESE RULES OR IMPLEMENTING A NEW STAGE OF THE CONTEST WHERE SPONSOR MAY SEEK NEW ENTRANTS AND FROM WHOSE POOL SPONSOR MAY SELECT A NEW POTENTIAL WINNER.

I. Additional Social Media Entry Requirements:

1. Entrants agree to and understand that Social Media Entries may 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 (other than the actual Assets) 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 (excluding all rights, title and interest to the characters, elements, and all other intellectual property associated with the Assets which are owned by Sony Pictures Entertainment, Inc. ("SPE")). 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. Modifying, enhancing or altering a third party's preexisting work does not qualify as Entrant's original creation. If the Fan Art is determined to not be a derivative work, you then hereby irrevocably grant to Sponsor the royalty free, sublicenseable, worldwide and perpetual right to copy, display, distribute, edit, reproduce, use and otherwise exploit the Fan Art by any means, including the right to use the Fan Art for commercial purposes such as in advertising and marketing materials and for merchandise licensing. You

understand and agree that Sponsor may not be able to provide credit or attribution to you in connection with use of the Fan Art content submitted by you and that you will not receive compensation for any display or other use of the Fan Art content submitted by you. You further acknowledge and agree that all Fan Art review, approval, and posting will be in Sponsor's sole discretion.

3. By submitting a Social Media Entry, the Entrant agrees, for zero compensation and solely for promotional consideration, 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 Social Media Entry Period on any related websites, in any promotional materials, whether related or unrelated to the Contest, 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 Contest. 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 the Contest Entities, its and their owners, employees, directors, officers, shareholders, members, agents, partners, 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 from any and all third parties 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, intoxicated, and/or use of firearms except to the extent that the firearm is an element of the Assets;
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.

If the Fan Art is determined to not be a derivative work, you then hereby irrevocably grant to Sponsor the royalty free, sublicenseable, worldwide and perpetual right to copy, display, distribute, edit, reproduce, use and otherwise exploit the Fan Art by any means, including the right to use the Fan Art for commercial purposes such as in advertising and marketing materials and for merchandise licensing.

Failure of any Social Media Entry to comply with the above "Social Media Entry Requirements", "Social Media Entry Content Restrictions" and 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 Contest 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.

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

All federal, state, and local rules and regulations apply. Void where prohibited.

For purposes of this Contest, 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 Contest. 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, or abide by these Official Rules or other instructions of Sponsor may be disqualified.

Resolution of Ties.

In the event of a tie, the tied Fan Art that received the higher total score from all judges in the "Originality" category will be declared a (potential) winning Fan Art and the Entrant who submitted the winning Fan Art that scored the highest in the "Originality" category as the (potential) Grand Prize Winner. In the event of a remaining tie, the tied Fan Art that received the higher total score from all judges in the "Creativity" category will be declared the (potential) winning Fan Art and the Entrant who submitted the winning Fan Art that scored the highest in the "Creativity" category as the (potential) Grand Prize Winner. In the event of a remaining tie, the tied Fan Art that received the higher total score from all judges in the "Technical Skill" category will be declared the (potential) winning Fan Art and the Entrant who submitted the winning Fan Art that scored the highest in the "Technical Skill" category as the (potential) Grand Prize Winner. In the event of a remaining tie, the tied Fan Art that received the higher total score from all judges in the "Adherence to the 'Dark Tower' Theme" category will be declared the (potential) winning Fan Art and the Entrant who submitted the winning Fan Art that scored the highest in the "Adherence to the 'Dark Tower' Theme" category as the (potential) Grand Prize Winner. If needed, the judges will re-score the tied Fan Arts in all four (4) categories until the relevant tie is broken.

Notification of (Potential) Grand Prize Winner.

The Entrant declared to be the (potential) Grand Prize Winner will be notified by private messaging via the Social Media Platform used for Entry within three (3) days of the end of judging.

It is the Entrant's responsibility to timely set Social Media Platform account settings to accept contacts by Sponsor and to timely check your account for such messages. Sponsor is not responsible for any failure of delivery of notice attempting to use such notification methods.

The (potential) Grand Prize Winner (or (potential) Grand Prize Winner's parent or legal guardian if (potential) Grand Prize Winner is a minor) will be required to respond to such notification within three (3) days, providing name,

address, city, state, zip code, phone number, email address, date of birth and verifying eligibility. (Potential) Grand Prize winner (or (potential) Grand Prize winner's parent or legal guardian if (potential) Grand Prize winner is a minor) will also 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 the stated time period.

Failure to respond to such notification or comply with all requirements stated above will result in the forfeiture of the prize.

If a (potential) Grand Prize Winner cannot be reached within a reasonable period (as determined by Sponsor) and after a few reasonable attempts, and/or if a (potential) Grand Prize Winner is found not to meet the eligibility requirements or is otherwise found not to be in compliance with these Rules, or if any notification is returned as undeliverable for any reason, the (potential) Grand Prize Winner may at Sponsor's sole discretion be disqualified and, as determined by Sponsor in its sole and exclusive discretion, the Entrant associated with the Fan Art that received the next highest score (as described above) may be deemed the (potential) Grand Prize Winner. If the new potential alternate is found not to meet all the eligibility requirements set forth in these Rules, Sponsor may, in its sole and exclusive discretion, determine that there is no Grand Prize Winner in this Contest or, time permitted, as determined by Sponsor in its sole and exclusive discretion, continue this process and seek to select one (1) or more new alternates from the pool of Entrants. Any new selectee, if any, will have to meet all eligibility requirements and otherwise be in compliance with these Rules in order to be declared the Grand Prize Winner.

Prize Conditions.

Awarding of the Grand Prize is subject to the 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 of Eligibility/Release of Liability. Prize won by a minor will be awarded in the name of such minor's parent or legal guardian. Acceptance of the prize constitutes permission (except where prohibited) granted to Sponsor to use the winner's name, likeness, picture, voice, biographical information, statements and submitted Fan Art for publicity, advertising, trade and promotional purposes in connection with the Contest 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.

Grand Prize will be awarded as detailed above but may subsequently be rescinded by Sponsor at any time if Sponsor determines that a Grand Prize Winner who was awarded his or her prize did not meet the eligibility requirements set forth in these Rules or was otherwise not in compliance with these Rules. Sponsor reserves the right to disqualify any potential prize winner and/or not award the prize to a winner if it is discovered that such winner has been charged with (and currently pending final resolution) or convicted of any criminal offense (felony or misdemeanor) or is found to have committed any act which might tend to bring prize winner, Sponsor, the Picture or its promotional campaign, or any advertising campaign of the Sponsor, or any other individual or entity into public disrepute, contempt, scandal, or ridicule, or which might tend to reflect unfavorably on Sponsor, the Picture or its promotional campaign, as determined by Sponsor in its sole and exclusive discretion. No transfer or substitution for the prize (or prize components) allowed, except at Sponsor's sole discretion. No cash equivalent for the Grand Prize allowed other than as contemplated herein. All federal, state, and/or other taxes, if any are sole responsibility of the winner. Winner may receive an IRS Form 1099 for the year in which the prize is awarded in the amount of the prize received. A prize won by an individual considered a minor in his or her state of legal residency ("**Minor**") will be awarded in the name of Minor's parent or legal guardian.

Social Media Platforms

Any attempt by any Entrant to enter by using multiple/different accounts on the respective Social Media Platform, email addresses, identities, registrations and logins, or any other methods will void that participant's Entries (defined below) 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 an Entry, the Entry will be deemed submitted by the authorized account holder of the email address connected with the respective Social Media Platform account from which the 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. No automatically generated Entries will be accepted.

All Entries must comply with the respective Social Media Platform Terms of Service and Rules for which the Entry was made. Information submitted to via a Social Media Platform will be subject to the respective Social Media Platform's Privacy Policy accessible at the Social Media Platform's website and/or app. The use, collection, and sharing of the Entry information provided by each Entrant as part of the entrant's Entry into the Contest will be governed at all times by these Official Rules.

To understand how each Social Media Instagram utilizes and keeps user content and photos, please refer to the respective Platform's privacy policy and terms and conditions. Please note: This Contest is in no way sponsored, endorsed or administered by, or associated with, the Social Media Platforms. Facebook, Twitter and Instagram are registered trademarks, which are herein used for purposes of prize description only. Such use is not intended to suggest or imply the sponsorship, endorsement, or the approval of this Contest by the owners of said trademarks.

General Contest Conditions; Sponsor's Right to Modify or Suspend Contest or Any Parts Thereof.

By participating, each Entrant agrees to be bound by these (i) Rules and (ii) all Applicable Laws. The submitted Fan Art shall remain the property of Sponsor and shall not be returned. All materials generated in connection with the administration or judging of the Contest (including, without limitation, score sheets and other judging materials) shall be deemed Sponsor's sole and exclusive proprietary and confidential information. Grand Prize Winner's Fan Art (if posted by Sponsor), may differ from the materials actually submitted by the applicable Grand Prize Winner due to technical errors, compatibility problems, or editing/modification by Sponsor, and Sponsor shall have no liability related thereto. Any Entrant that Sponsor finds to be: (i) tampering with the operation of the Contest through any means; (ii) acting in violation of the Rules or any of the Applicable Laws; or (iii) acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, harass, harm, mislead, or defraud any other individual or entity; will be ineligible to win or benefit from a prize and Sponsor will seek all remedies available to it, including, if appropriate, filing appropriate complaints with legal authorities. IF, FOR ANY REASON, THE CONTEST OR ANY OTHER COMPONENT PARTS THEREOF ARE NOT CAPABLE OF RUNNING AS ORIGINALLY PLANNED, SPONSOR, IN ITS SOLE AND EXCLUSIVE DISCRETION, RESERVES THE RIGHT TO CANCEL, SUSPEND OR MODIFY THE CONTEST (INCLUDING, WITHOUT LIMITATION, ANY COMPONENT PARTS THEREOF, OR THESE RULES (IN WHOLE OR IN PART), AND/OR ANY OF THE PRIZING TO BE AWARDED HEREUNDER) IN A MANNER THAT IS FAIR AND EQUITABLE AS DETERMINED BY SPONSOR IN ITS SOLE AND EXCLUSIVE DISCRETION. Contest Entities shall not be liable to a 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, or any other cause beyond Sponsor's control (each a "Force Majeure" event or occurrence).

Grant of Rights.

By participating in the Contest, each Entrant hereby grants and agrees to grant to Sponsor and MRC, and each of their affiliates, and to their respective successors, licensees, assignees, partners and other authorized designees, a perpetual, fully-paid, royalty-free, transferable, fully sublicenseable, worldwide, irrevocable, non-exclusive right and license to reproduce, transcode, edit, modify, alter, combine with others, create derivative works from, transmit, disseminate, distribute, make available, exhibit, perform, publish and otherwise exploit the Entrant's Fan Art(s) in any media, manner, technology or content delivery mechanism now known or hereinafter devised for the following purposes: (A) in connection with the Contest, its administration, judging, promotion, advertising or publicity, (B) otherwise in connection with the promotion, advertising, publicity or other exploitation of the Picture (including, without limitation its theatrical and/or home entertainment release), and/or any subsidiary and ancillary rights of any nature relating to the Picture (including, without limitation, any merchandising and licensing), (C) to make the Entrant's Fan Art(s) comply with contractual requirements with talent and/or other artists associated with the Picture,

and/or with MPAA Advertising Guidelines, and/or with any applicable regulatory framework, censorship or ratings requirements, and/or with any national, religious, political or other community-based sensibilities, (D) for all purposes related to the promotion of the Picture advertising program, and/or (E) as otherwise desired by Sponsor in its sole discretion not in connection with the Contest, the Picture advertising program, each of the foregoing without the necessity of obtaining further consent or making any payments. Each Entrant expressly acknowledges and agrees that because Sponsor retains the right to use the winning Fan Art(s) to advertise and promote the Picture, the winning Fan Art(s) may be subject to certain changes, modifications and alterations made by or on behalf of Sponsor, including through the addition of names, titles, and/or other information, through sizing, cutting, editing, digital modification or alteration and/or through any changes necessary to conform to censorship, and/or national, political and religious sensibilities. In connection with any such changes, modifications and/or other alterations, each Entrant acknowledges and agrees that no such changes, modifications or alterations shall be deemed a violation of the moral rights of, or prejudicial to the honor or reputation, of such Entrant. Important Note: there is no guarantee that any prize Fan Art will be included in any advertising or promotional campaign.

DISCLAIMERS AND LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

BY PARTICIPATING IN THE CONTEST, EACH ENTRANT AGREES: (I) TO BE BOUND BY THESE RULES AND ALL APPLICABLE LAWS; (II) TO WAIVE ANY RIGHTS TO CLAIM AMBIGUITY WITH RESPECT TO THESE RULES AND ANY PROMOTIONAL MATERIALS RELATED TO THE CONTEST; (III) WAIVE ALL OF HIS/HER RIGHTS TO BRING ANY CLAIM, ACTION, OR PROCEEDING AGAINST ANY OF THE CONTEST ENTITIES; AND (IV) TO RELEASE EACH OF THE CONTEST ENTITIES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR OTHER AUTHORIZED DESIGNEES FROM ANY LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR ANY PROPERTY LOSS, DAMAGE, PERSONAL INJURY, BODILY INJURY, DEATH, LOSS, EXPENSE, ACCIDENT, DELAY, INCONVENIENCE OR IRREGULARITY) THAT MAY ARISE IN CONNECTION WITH, AS APPLICABLE: (A) ENTRANT'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE CONTEST; (B) AMBIGUOUS JUDGING CRITERIA; (C) TYPOGRAPHICAL ERRORS IN THE RULES OR ANY OFFLINE, ONLINE, OR WIRELESS CONTEST-RELATED PROMOTIONAL MATERIAL; (D) ACCEPTANCE OR POSSESSION, DEFECTS IN, USE, MISUSE OR INABILITY TO USE ANY PRIZE (OR ANY COMPONENT THEREOF); (E) ANY CHANGE IN PRIZING AS PERMITTED HEREUNDER OR OTHERWISE DUE TO REASONS BEYOND ANY OF THE CONTEST ENTITIES' CONTROL; (F) HUMAN ERROR; (G) INCORRECT OR INACCURATE TRANSCRIPTION, RECEIPT, TRANSMISSION, CODING, TRANSCODING, OR COMPUTING OF ANY MATERIALS; (H) ANY TECHNICAL MALFUNCTIONS OR UNAVAILABILITY OF ANY WEB SITE, MOBILE APPLICATION OR NETWORK, TELEPHONE NETWORK, COMPUTER ONLINE SYSTEM, COMPUTER DATING MECHANISM, COMPUTER EQUIPMENT, SOFTWARE, INTERNET OR WIRELESS SERVICE PROVIDER, U.S. MAIL SERVICE, PRIVATE MAIL SERVICE OR COURIER UTILIZED BY ANY OF THE CONTEST ENTITIES OR BY AN ENTRANT; (I) INTERRUPTION OR INABILITY TO ACCESS THE CONTEST SITE, FTP SITE OR ANY OTHER PARTICIPATING WEB SITES, ANY CONTEST-RELATED WEB PAGES, OR ANY ONLINE SERVICE VIA THE INTERNET, OR WIRELESS SERVICE DUE TO HARDWARE OR SOFTWARE COMPATIBILITY OR OTHER PROBLEMS; (J) ANY LOST/DELAYED DATA TRANSMISSIONS, OMISSIONS, INTERRUPTIONS, DEFECTS, AND/OR ANY OTHER ERRORS OR MALFUNCTIONS; (K) ANY WRONGFUL, NEGLIGENT, OR UNAUTHORIZED ACT OR OMISSION ON THE PART OF ANY OTHER ENTRANT OR INDIVIDUAL PURPORTING TO ACT ON BEHALF OF ANY SUCH ENTRANT, AND/OR ANY OF THE CONTEST ENTITIES AND/OR ANY OF THEIR AGENTS, EMPLOYEES OR AUTHORIZED DESIGNEES; (L) ANY WRONGFUL, NEGLIGENT, OR UNAUTHORIZED ACT OR OMISSION ON THE PART OF ANY OTHER PERSON OR ENTITY NOT AN EMPLOYEE OF ANY OF THE CONTEST ENTITIES; OR (M) ANY OTHER CAUSE, CONDITION OR EVENT WHATSOEVER BEYOND THE CONTROL OF ANY ONE OR MORE OF THE CONTEST ENTITIES. THE WINNER HEREBY ACKNOWLEDGES THAT THE CONTEST ENTITIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE OR COMPONENT THEREOF.

Indemnification.

Each Entrant shall indemnify, defend and hold harmless each of the Contest Entities, the applicable Social Media Platform, and each of their owners, respective employees, agents, partners, affiliated organizations, officers, directors and shareholders (collectively, the "**Indemnified Parties**") from and against any and all third party claims, demands, costs,

liabilities and causes of action, proceedings, expenses, and/or liabilities whatsoever nature resulting or arising from or in connection with : (i) Sponsor's and/or any of its affiliates' or their respective licensees' and/or authorized designees' exercise of any of their rights granted hereunder, and/or their use, as permitted hereunder, of the Entrant's Fan Art(s); (ii) the Entrant's participation in the Contest ; (iii) the Entrant's failure to comply with these Official Rules or any Applicable Laws; (iv) a breach of any warranty or representation made by Entrant in these Official rules; and/or (v) Entrant's submission of his or her Fan Art(s) or photograph of the Fan Art shot/taken by someone other than the Entrant without the Entrant's having obtained, from the person(s) who took the image(s) of the Fan Art(s), permission to use such Fan Art(s) in connection with the Contest as set forth herein and to grant Sponsor, its affiliates and their licensees and authorized designees the right to use such Fan Art(s) and/or photograph as set forth in the Grant of Rights section of the Rules.

ARBITRATION.

BY SUBMITTING AN ENTRY, ENTRANTS AGREE THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE RULES, THEIR ENFORCEMENT, ARBITRABILITY OR INTERPRETATION, OR OTHERWISE ARISING OUT OF OR RELATING TO ANY ENTRANT'S PARTICIPATION IN THIS CONTEST) SHALL BE SUBMITTED TO FINAL AND BINDING ARBITRATION, TO BE HELD IN LOS ANGELES, CALIFORNIA, BEFORE A SINGLE ARBITRATOR, IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE §§ 1280 ET SEQ. THE ARBITRATOR SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES OR, IF THE PARTIES CANNOT AGREE, THEN BY SELECTING AN ARBITRATOR FROM A LIST OF ARBITRATORS SUPPLIED BY JAMS (JUDICIAL ARBITRATION AND MEDIATION SERVICES). IF THE PARTIES STILL CANNOT AGREE ON AN ARBITRATOR, THE ARBITRATOR SHALL BE APPOINTED BY JAMS. THE ARBITRATION SHALL BE A CONFIDENTIAL PROCEEDING, CLOSED TO THE GENERAL PUBLIC. THE ARBITRATOR SHALL ISSUE A WRITTEN OPINION STATING THE ESSENTIAL FINDINGS AND CONCLUSIONS UPON WHICH THE ARBITRATOR'S AWARD IS BASED. THE PARTIES WILL SHARE EQUALLY IN PAYMENT OF THE ARBITRATOR'S FEES AND ARBITRATION EXPENSES AND ANY OTHER COSTS UNIQUE TO THE ARBITRATION HEARING (RECOGNIZING THAT EACH SIDE BEARS ITS OWN DEPOSITION, WITNESS, EXPERT AND ATTORNEYS' FEES AND OTHER EXPENSES TO THE SAME EXTENT AS IF THE MATTER WERE BEING HEARD IN COURT). NOTWITHSTANDING THE FOREGOING, THE ARBITRATOR MAY REQUIRE THAT SUCH FEES BE BORNE IN SUCH OTHER MANNER AS THE ARBITRATOR DETERMINES IS REQUIRED IN ORDER FOR THIS ARBITRATION CLAUSE TO BE ENFORCEABLE UNDER APPLICABLE LAW.

Governing Law.

The internal substantive laws (as distinguished from the choice of law rules) of the State of California and the United States of America applicable to contracts made and performed entirely in California shall govern the validity and interpretation of these Rules and all other causes of action (whether sounding in contract or in tort) arising out of or relating to the Contest or these Rules.

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 CONTEST OR THE PICTURE, OR ANY OTHER MOVIE, PRODUCTION OR PROJECT OF SPONSOR OR ANY OF ITS AFFILIATES.

Privacy Policy: Any information collected during the Contest by Sponsor shall be used only in a manner consistent with these Official Rules, any consent given at time of Entry, and Sony Pictures Entertainment's Online Privacy Policy located at www.sonypictures.com/corp/privacy.html.

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