“VENOM: LET THERE BE CARNAGE” HALLOWEEN CONTEST
CONTEST RULES (“RULES”)

NO PURCHASE NECESSARY TO ENTER OR WIN. AN INTERNET CONNECTION AND VALID TWITTER™ ACCOUNT ARE REQUIRED TO ENTER.

This Contest (defined below) is in no way sponsored, endorsed or administered by, or associated with, Twitter. You understand that if selected as a prize winner you will be providing your information to Sponsor and not to Twitter. Any questions, comments or complaints regarding this Contest should be addressed to Sponsor and not to Twitter.

THE “VENOM: LET THERE BE CARNAGE” HALLOWEEN CONTEST (**“CONTEST”**) PROMOTING THE MOTION PICTURE “VENOM: LET THERE BE CARNAGE” (THE **“PICTURE”**) IS OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE OR OLDER AND WHOSE ENTRIES MEET THE ADDITIONAL ELIGIBILITY REQUIREMENTS SET FORTH BELOW. CONTEST IS VOID IN PUERTO RICO, ALL US TERRITORIES AND POSSESSIONS, OVERSEAS MILITARY INSTALLATIONS AND WHERE PROHIBITED OR RESTRICTED BY LAW.

CONTEST IS SUBJECT TO ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS (COLLECTIVELY “**APPLICABLE LAWS**”). ENTRY INTO THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE RULES. IF YOU ARE A MINOR (DEFINED BELOW) YOU SHOULD HAVE YOUR PARENT’S OR LEGAL GUARDIAN’S PERMISSION BEFORE ENTERING. THE RULES REQUIRE THAT DISPUTES ARISING OUT OF OR RELATING TO THIS CONTEST BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS OR JURY TRIALS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE. A PRIZE WON BY AN INDIVIDUAL AT LEAST EIGHTEEN (18) YEARS OF AGE BUT CONSIDERED A MINOR IN HIS OR HER JURISDICTION OF RESIDENCY (**“MINOR”**) WILL BE AWARDED IN THE NAME OF MINOR’S PARENT OR LEGAL GUARDIAN.

Contest Overview; Sponsor; Contest Entities; Requirements.

The Contest consists of a skilled-based competition. To enter, Tweet out a photo (**“Photo”**) of yourself or your pet in a Venom or Carnage inspired Halloween costume. See below for details. Each eligible individual submitting an eligible Photo shall be herein referred to as an **“Entrant**” and the submitted Photo the **“Entry”.** All eligible Entries will be judged by a judging panel based on the Judging Criteria (as defined below) to determine eight (8) Grand Prize Winners (defined below).

The Entry Phase of the Contest begins at 9:00 a.m. Pacific Time (**“PT”**) on October 28, 2021 and ends at 11:59 p.m. PT on November 1, 2021 (**“Entry Period”**).

Judging begins with the submission of Entries and ends November 2, 2021 (subject to change).

The Sponsor of the Contest is Columbia TriStar Marketing Group, Inc., 10202 West Washington Blvd, Culver City, CA 90232 (**"Sponsor"**).

Employees, officers, and directors of Sponsor, Contest Judges (defined below), West Coast Marketing, a division of The Susquehanna Hat Company (**"Administrator"**) and each of the foregoing entities' affiliates (collectively, the **"Contest Entities"**), as well as members of their immediate families (spouses, children, siblings, parents, grandparents, grandchildren, legal guardians, in-laws) or households (whether or not related), are not eligible to participate in the Contest. **SEE BELOW FOR ADDITIONAL ENTRY ELIGIBILITY REQUIREMENTS.**

ONLY AN ELIGIBLE ENTRANT MAY PARTICIPATE IN THE CONTEST AND/OR WIN A 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 STATED NUMBER OF WINNERS 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 PRIZE 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 NEW POTENTIAL WINNER(S).

HOW TO ENTER: Interested eligible individuals may enter the Contest two (2) times only (one (1) time with their own Photo and one (1) time with a pet Photo) during the Entry Period as follows:

To enter via Twitter, during the Entry Period, complete the following:

1. Tweet out your Photo (as defined above),

   AND

2. Include the two (2) hashtags #Venom AND #HalloweenCostumeContest

By successfully completing the foregoing and subject to the Entry limitations stated above, you will receive one (1) Entry in the Contest.

NOTE: all Twitter accounts must be made public in order for Entry in Contest to take place and be eligible for judging.

Entries in excess of the specific stated limit of two (2) Entries (one (1) self Photo and one (1) pet Photo) per Entrant will be disqualified and as such not judged.

To understand how Twitter utilizes and keeps user content, please refer to their "Terms of Service" Web page here: https://twitter.com/tos.

Please note: Twitter is a registered trademark, which is herein used for purposes of Contest description only. Such use is not intended to suggest or imply the sponsorship, endorsement, or the approval of this Contest by the owner of said trademark.

I. Additional Entry Requirements:

1. Entrants agree to and understand that Entries may be made available to the public, including without limitation, tweeting/posting on the Internet. Sponsor does not covenant or guarantee any confidentiality with respect to any Entries.

2. Each 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 Entry and each Entry must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that nothing in the 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 Contest Entities, 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 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 submitting an Entry, the Entrant agrees, for zero compensation and solely for promotional consideration, to grant to Sponsor all intellectual property rights in the 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 Entry through any media available at any time during or after the 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 Entry have been waived and Entrant acknowledges and agrees that Sponsor may use any ideas from any Entry or other submitted materials, whether or not Entrant has been awarded a prize in connection with any such Entry or other materials. Entrant agrees to release, defend, indemnify and hold harmless each of Contest Entities, 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 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 Entries.

5. Sponsor is not responsible for any expenses incurred in the production and delivery of the Entries.

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

1. Describes 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. Includes 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. Includes 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. Includes 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 (other than Sponsor) 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.

III. TERMS OF SUBMISSION:

Prior to tweeting out a Photo, please read and agree to the following Terms of Submission: By tweeting out a Photo, Entrant (or Entrant's parent or legal guardian if Entrant is considered a Minor) represents and warrants that: (i) Entrant is 18 years of age or older and geographically eligible; (ii) the Photo Entrant is tweeting out was originally created by Entrant; (iii) all submissions will comply with the Entry Requirements; (iv) Entrant has read and agreed to the Rules, Sponsor's Privacy Policy and Sponsor's Terms of Use; and (v) to the extent Entrant has any rights in the Photo, Entrant represents and warrants that Entrant owns, or has obtained in writing, all necessary rights, title and interest in and to the Photo. Entrant hereby irrevocably grants to Sponsor the royalty free, sublicenseable, worldwide and perpetual right to copy, display, distribute, edit, reproduce, use and otherwise exploit the Photo by any means, including the right to use the Photo for commercial purposes such as in advertising and marketing materials. Entrant understands and agrees that Sponsor may not be able to provide credit or attribution to Entrant in connection with use of the Photo uploaded by Entrant and that Entrant will not receive compensation for any display or other use of the Photo uploaded by Entrant. Entrant further acknowledges and agrees that all Photo review, approval, and tweeting/posting will be in Sponsor's sole discretion. Entrant will indemnify, defend and hold harmless Contest Entities and their partners, affiliates and subsidiaries, and any third party that displays or uses the Photo uploaded by Entrant, from any claim, suit, liability, judgment, damage or cost (including reasonable attorneys' fees and costs) related to any content submitted by Entrant.

Failure of any Entry to comply with the above "Entry Requirements", "Entry Content Restrictions" and "Terms of Submission" 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 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 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 acknowledged or 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.

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 Rules or other instructions of Sponsor may be disqualified.

PRIVACY INFORMATION: 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. Entry in the Contest constitutes consent to transfer personal information collected from the Entrant to the Sponsor for the purposes of administering the Contest and for such other purposes to which an Entrant may consent as outlined in these Rules. More specifically, Sponsor and/or its third-party administration companies may collect information that an Entrant provides to enter the Contest and will use personal information an Entrant provides to enter the Contest to actually conduct the Contest. All information collected by Sponsor in connection with participation in the Contest will be subject to Sponsor's **Privacy Policy** and **California Privacy Rights** statements as posted on Sponsor's Privacy Policy: http://www.sonypictures.com/corp/privacy.html. Sponsor may provide the personal information an Entrant provides to enter this Contest to third party administration companies for the sole purpose to administer this Contest and to process and deliver prizing to winners. You understand that any personally identifiable information you provide shall be used only in a manner consistent with these Rules.

JUDGING: As stated above, each of the submitted Entries received will be judged according to the Judging Criteria by a panel of judges selected at the sole discretion of Sponsor (the **"Judges"**). The eight (8) Entries scoring the eight (8) highest total scores (in the opinion of the Judges), subject to the terms herein will be declared the potential **"Grand Prize Winners"** of the Contest. Grand Prize Winners may be referred to hereafter individually as the **"Prize Winner"** and collectively, the **"Prize Winners"**.

All judging will be completed on/about November 2, 2021 (subject to change). For the resolution of ties, see the **Resolution of Ties** section below. If a potential winning Entrant is deemed ineligible or subject to disqualification for any reason in accordance with these Rules, such Entrant will be disqualified and the eligible Entry, if any, that garnered the next highest score (in the opinion of the Judges) will be declared a new potential Grand Prize Winner. The new Entrant selectee, if any, will need to meet all eligibility requirements and otherwise be in compliance with these Rules in order for such Entrant to be declared a potential Grand Prize Winner. Should the pool of Entrants be too small or be deemed ineligible or otherwise not in compliance with these Rules, Sponsor may at its own discretion decide there are fewer than eight (8) Grand Prize Winners or no Grand Prize Winners as applicable. Sponsor's decisions in all matters relating to this Contest will be final and binding.

Judging Criteria.

As stated above, each eligible Entry will be judged by the Judges in accordance with the following judging criteria (the **"Judging Criteria"**):

The "Look" of the Picture's characters and not the comic books	**1-25 points**
Creativity Demonstrated	**1-25 points**
<u>Originality Demonstrated</u>	**1-25 points**
<u>Craftsmanship of Costume Demonstrated</u>	**1-25 points**

JUDGES' SCORING WILL BE TOTALED AMONG PARTICIPATING JUDGES. <u>NO ENTRANT RECEIVING A TOTAL SCORE OF LESS THAN 75 POINTS WILL BE ELIGIBLE TO WIN A PRIZE IN THE CONTEST.</u>

Resolution of Ties.

In the event of a tie in the judging process detailed above, the tied Entry that received the higher total score from all Judges in the "Look" category will be declared the potential Grand Prize Winner. In the event of a remaining tie, the tied Entry that received the higher total score from all Judges in the "Creativity" category will be declared the potential Grand Prize Winner. In the event of a remaining tie, the tied Entry that received the higher total score from all Judges in the "Originality" category will be declared the potential Grand Prize Winner. In the event of a remaining tie, the tied Entry that received the higher total score from all Judges in the "Craftsmanship" category will be declared the potential Grand Prize Winner. If needed, the applicable Judges will re-score the tied Entries in all categories until the relevant tie is broken.

Notification of Prize Winners.

After the conclusion of Judging, on/about November 2, 2021 (subject to change), the potential Grand Prize Winners will be notified by direct message to the Twitter account used for Entry.

Potential Prize Winners (or a potential Prize Winner's parent or legal guardian if a potential Prize Winner is a Minor) will be required to respond to the initial notification within twenty-

four (24) hours, providing first and last name, street address, city, state, zip code, date of birth, telephone number and email address and confirming eligibility in the Contest.

If, at the time of attempted notification, the potential Prize Winner cannot be reached within twenty-four (24) hours, does not respond within the twenty-four (24) hour deadline and/or if the potential 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, time permitting, as determined by Sponsor in its sole and exclusive discretion, the Entry that received the next highest score in the opinion of the Judges (as described above) will be deemed a potential Grand Prize Winner. If the new potential Prize Winner 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 are fewer than eight (8) Prize Winners or there are no winners of a Grand Prize or, time permitting, as determined by Sponsor in its sole and exclusive discretion, continue this process and seek to determine a new potential Prize Winner from the remaining Entries. Any new potential Prize Winner, if any, will have to meet all eligibility requirements and otherwise be in compliance with these Rules in order to be declared a Grand Prize Winner. If any Prize notification or Prize is returned as undeliverable for any reason, Sponsor may decide, in its sole 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.

PRIZES:

*Grand Prize: Eight (8) grand prizes (each a **"Grand Prize"** or a **"Prize"**) will be awarded.*

Each Grand Prize shall consist of a $100 Fandango Gift Card and a $100 bank/financial services card with a total approximate retail value (**"ARV"**) of $200 each. The total ARV of all Prizes available in the Contest is $1,600.

Awarding of each Prize is subject to the applicable Prize Winner's acceptance of all requisite conditions within these Rules and Prize Winner's ability and agreement to grant the rights set forth in these Rules. Acceptance of a Prize constitutes permission (except where prohibited) granted to Sponsor to use the applicable Prize Winner's name, likeness, picture, voice, biographical information, statements and uploaded Entry for publicity, advertising, trade and promotional purposes in connection with the Contest and 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.

No transfer or substitution for a Prize (or Prize components) allowed, except at Sponsor's sole discretion. No cash equivalent for the Prize allowed. All federal, state, and/or other taxes if any, are sole responsibility of the Prize Winners.

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 Entry 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. Entrant's Entry (if tweeted/posted by Sponsor), may differ from the materials actually submitted by the applicable Entrant 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 the Prize Winners 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, pandemic, 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).

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

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 Indemnified Parties 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 Indemnified Parties are not responsible, and may disqualify an Entrant, if his or her Twitter account, email address or telephone number does not work or if it is changed without Entrant giving prior written notice to Sponsor.

Grant of Rights.

By participating in the Contest, each Entrant hereby grants and agrees to grant to Sponsor and its affiliates, and to their respective successors, licensees, assignees 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 an Entrant's Entry 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) to make the Entrant's Entry comply with any national, religious, political or other community-based sensibilities, and/or (C) as otherwise desired by Sponsor in its sole discretion not in connection with the Contest, 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 a winning Entry to advertise and promote the Contest or Sponsor, the winning Entry 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.

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 INDEMNIFIED PARTIES EXCEPT IN ARBITRATION; 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, INCLUDING BUT NOT LIMITED TO PREPARATION OF PHOTO (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, SOCIAL MEDIA PLATFORM, 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 TWEET OUT OR UPLOAD PHOTO OR ACCESS 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. EACH PRIZE 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, Twitter any and all Internet servers and access providers and their respective employees, agents, officers, directors and shareholders (collectively, the **"Indemnified Parties"**) from and against any and all third party claims, demands, causes of action, proceedings, expenses, and/or liabilities 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 Entry; (ii) the Entrant's participation in the Contest ; (iii) the Entrant's failure to comply with any one or more of the Rules or any Applicable Laws; and/or (iv) Entrant's submission of his or her Photo shot/taken by someone other than the Entrant without the Entrant's having obtained, from the person(s) who shot/took the Photo, permission to use such Photo 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 Photo 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.

DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE RULES.

BY PARTICIPATING IN THE CONTEST, EACH 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 CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, 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), 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, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S 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 EVERY ENTRANT.

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

Rules/Winner's List.

For a copy of these Rules or the Winner's List, send a self-addressed, stamped envelope to: "VENOM: LET THERE BE CARNAGE" HALLOWEEN CONTEST – Rules <OR> Winner's List (*please specify which*), c/o West Coast Marketing, PO Box 9142, Calabasas, CA 91372. All requests must be received by December 31. 2021. The Rules will be made available at https://bit.ly/VenomCostumeContest throughout the Entry Period.

Administrator.

West Coast Marketing, 22287 Mulholland Hwy., #396, Calabasas, CA 91302. The Administrator is not the supplier or guarantor of any prizing.

Sponsor.

Columbia TriStar Marketing Group, Inc., 10202 West Washington Blvd, Culver City, CA 90232.

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ABBREVIATED RULES

NO PURCHASE NECESSARY TO ENTER. INTERNET CONNECTION AND VALID TWITTER ACCOUNT REQUIRED TO ENTER. Entry in the Contest begins at 9:00 a.m. PT on 10/28/21 and entry ends at 11:59 p.m. PT on 11/1/21. Open only to legal residents of 50 U.S. & DC 18 or older. Subject to **<<Official Rules>>**. See **<<Official Rules>>** for complete details. Void where prohibited. Sponsor: Columbia TriStar Marketing Group, Inc., 10202 West Washington Blvd, Culver City, CA 90232.