

**CINEMARK DIAMOND IN THE ROUGH TRIVIA INSTANT WIN GAME
OFFICIAL RULES**

NO PURCHASE NECESSARY

PROMOTION DESCRIPTION: The Cinemark Diamond in the Rough Trivia Instant Win Game (the “**Promotion**”) begins on or about May 23, 2019 at 12:00:01 am Eastern Time (“**ET**”) and ends on June 20, 2019 at 11:59:59 pm ET (the “**Promotion Period**”). Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Cinemark USA, Inc. 3900 Dallas Parkway, Plano, TX 75093 (“**Sponsor**”), which shall be final and binding in all respects.

ELIGIBILITY: Only legal United States residents residing in the United States and District of Columbia (excluding residents of Rhode Island, Puerto Rico, and U.S. territories and possessions) who are eighteen (18) years of age or older at time of entry are eligible to participate. Employees, officers and directors of Sponsor, Walt Disney Studios Motion Pictures, IMAX, CataBoom LLC, and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the “**Promotion Entities**”) and the immediate family members, and/or those living in the same household of each are ineligible to participate in the Promotion or win a prize are not eligible to participate. Void in Rhode Island, Puerto Rico, U.S. territories and possessions, and where prohibited by law. This Sweepstakes is solely administered and offered by Cinemark USA, Inc.

HOW IT WORKS: During the Promotion Period, go to www.cinemark.com/diamondintherough (the “**Website**”) then, follow the instructions to complete the registration form by providing your full name, email address and acceptance of these Official Rules and then answer ten (10) trivia questions (the “**Questions**”). If you answer all ten (10) Questions correctly and completed and submitted the registration form, you will be presented with a scratch-off game. Follow the instructions to play the game to see if you have won a prize (subject to verification of eligibility). If you are a prize winner, you will receive instructions on how to claim the prize. If you receive a message that contains any message other than a winning prize message, you are not an instant winner.

Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with Sponsor’s Privacy Policy available at <https://www.cinemark.com/privacy-policy>. **Limit three (3) game plays per person per email address during the Promotion Period.**

Prize Winner Determination: One (1) computer generated winning time will be randomly generated for each prize available in this Promotion. If you are the first participant to participate in the game at or after one of the randomly generated times, you will be a potential winner of the prize indicated, subject to verification of eligibility. If you are a potential winner, you will be provided with instructions on how to claim your prize during your online session. If you receive a message that contains any message other than a winning message, you are not a prize winner.

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error that may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. **NOTE:** Participation must be by the participant and only as directed in these Official Rules. Participation by any

other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

In the event of a dispute over the identity of an entrant, entry will be deemed completed by the authorized account holder of the email address provided at time of registration. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, 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.

If due to technical, production or other errors, more prizes/offers are claimed than intended, the intended prize will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes/offers set forth in these Official Rules will be awarded. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR PRIZE. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PLATFORM SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED. The submission of a prize claim is solely the responsibility of the participant.

PRIZES/ODDS:

Twenty-Five (25) Grand Prizes are available. Each Grand Prize consists of a replica genie lamp. The approximate retail value ("ARV") of each Grand Prize is \$50.

One Thousand (1,000) Prizes of twenty-five (25) Movie Rewards points with an ARV of \$1 each.

Five Hundred (500) Prizes of seventy-five (75) Movie Rewards points with an ARV of \$3 each.

Two Hundred (200) Prizes of one hundred twenty-five (125) Movie Rewards points with an ARV of \$5 each.

Total ARV of all prizes to be awarded in this Promotion is \$4,750.

Winners must be a Movie Rewards (www.cinemark.com/movierewards) member to claim Movie Rewards points. If recipient is not a current Movie Rewards member, must open Movie Rewards account, accept Movie Rewards Terms and Conditions and Cinemark Privacy Policy and, provide valid credit card information if joining as a Movie Club member of Cinemark Movie Rewards. If joining Movie Club, account can be cancelled at any time and converted to free Movie Fan membership level. Existing Movie Rewards members will have points added at the end of the promotional period.

UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED. Odds of winning an Instant Win Prize depend on the total number of eligible plays and the time and date upon which they are

entered. There is no guarantee that all Instant Win Prizes will be awarded. **Limit one (1) prize per person.**

GENERAL PRIZE CONDITIONS: No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute prize(s)/offer(s) of comparable value if a prize listed is unavailable for any reason. Prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Any potential winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

GENERAL: Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity,

administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes/offers or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select the winners of any remaining prize from all eligible, non-suspect registered participants as of the date of the event giving rise to the termination. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

GOVERNING LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS 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.

WINNER'S LIST: For the names of the winners of prizes valued at \$25 or more, send a self-addressed, stamped envelope to: Cinemark's Diamond in the Rough Trivia Instant Win Game Winners, c/o CataBoom, 3030 Lyndon B Johnson Fwy Suite 300, Dallas, TX 75234. All such requests must be received within six (6) weeks after the end of the Promotion Period.

Walt Disney Studios Motion Pictures, and its parents, affiliates, and subsidiaries are not responsible for the promotion, administration, or execution of this Promotion.