

**CINEMARK'S BEST PICTURE VOTING PROMOTION  
OFFICIAL RULES**

**NO PURCHASE NECESSARY**

**PROMOTION DESCRIPTION:** Cinemark's Best Picture Voting Promotion (the "**Promotion**") begins on or about January 17, 2020 at 12:00:01 am Eastern Time ("**ET**") and ends on February 8, 2020 at 11:59:59 pm ET (the "**Promotion Period**"). The Promotion consists of an instant win game (the "**Game**") wherein instant win prizes will be awarded throughout the Promotion Period and a grand prize drawing (the "**Sweepstakes**") wherein five (5) potential grand prize winners will be randomly selected at the end of the Promotion Period from among all eligible entries received, as described in detail herein. 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 fifty (50) United States and District of Columbia who are eighteen (18) years of age or older at time of entry are eligible to participate or win a prize. Employees, officers and directors of Sponsor, CataBoom LLC, American Licorice Company and each of their respective parent companies, 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 (whether related or not) are ineligible to participate in the Promotion or win a prize. Void where prohibited by law.

**HOW IT WORKS:** During the Promotion Period, go to [www.cinemark.com/omw-vote-2020](http://www.cinemark.com/omw-vote-2020) (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 follow the instructions to select which of the Best Picture Oscar® nominees you think will be the Best Picture Oscar winner at the 92<sup>nd</sup> Academy Awards®. Once you have submitted your pick, you will be presented with the Game. Follow the instructions to play the Game to see if you have won a Game prize (subject to verification of eligibility). If you are a Game prize winner, you will receive instructions on how to claim the Game prize. If you receive a message that contains any message other than a winning Game prize message, you are not an instant winner of a Game prize. Additionally, all eligible entrants who submitted the correct pick for the Best Picture winner at the 92<sup>nd</sup> Academy Awards will be entered into the Sweepstakes.

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 one (1) Game play/Sweepstakes entry per person per email address during the Promotion Period.**

**Game Prize Winner Determination:** One (1) computer generated winning time will be randomly generated for each Game 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 Game prize indicated, subject to verification of eligibility. If you are a potential winner, you will be provided with instructions on how to claim your Game prize during your online session. If you receive a message that contains any message other than a winning message, you are not a Game 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 are claimed than intended, the intended prize will be awarded in a random drawing from all those submitting purportedly valid claims for the applicable prize. No more than the number of prizes 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 WEBSITE 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.

**SWEEPSTAKES WINNER SELECTION AND NOTIFICATION:** On or about February 10, 2020, five (5) potential Sweepstakes grand prize winners will be randomly selected from all eligible entries received during the Promotion Period that picked the winner of the Best Picture Oscar for the 92<sup>nd</sup> Academy Awards at the time of registration. The potential Sweepstakes grand prize winner will be notified by e-mail, using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected.

#### **PRIZES/ODDS:**

Five (5) Sweepstakes Grand Prizes are available. Each Sweepstakes Grand Prize consists of a Red Vines Prize Pack including twenty-four (24) packages of Red Vines, a Red Vines branded tote bag, phone charger, t-shirt, baseball tee, lapel pin, tumbler, magnet and hawker bag. The approximate retail value ("ARV") of each Grand Prize is \$460.

Two Hundred (200) Cinemark Oscar Movie Week Ticket Code Prizes are available. Each Cinemark Oscar Movie Week Ticket Code Prize consists of a promo code valid for one (1) free admission to an Oscar Movie Week showtime at a participating Cinemark theatre. The ARV of each Cinemark Oscar Movie Week Ticket Code Prize is \$5.00.

One Hundred Seventy (170) Movie Club Prizes are available. Each Movie Club Prize consists of a 1-month Movie Club membership with an ARV of \$10 each. Prize is limited to new Movie Club members only. By receiving the Movie Club 1-month membership, new members get access to Movie Club benefits for 1-month. To claim a Movie Club prize, you must go to <https://www.cinemark.com/movieclub> to create an account. You must provide credit card during enrollment. All membership fees are exclusive of taxes. Movie Club prize recipients must be 18 or older. Winner's credit card will be automatically charged after expiration of prize period. Account can be cancelled at any time.

Total ARV of all prizes to be awarded in this Promotion is \$5000.

UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED. Odds of winning a Game Prize depend on the total number of eligible plays and the time and date upon which they are entered. The odds of winning a Sweepstakes Grand Prize depend on the number of eligible entries received that picked the winner of the Best Picture Oscar for the 92<sup>nd</sup> Academy Awards at the time of registration. There is no guarantee that all Game prizes will be awarded. **Limit one (1) Game prize and one (1) Sweepstakes Grand 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 and the potential Sweepstakes Grand Prize winners must execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If any winner fails or refuses to execute and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies as stated by Sponsor), winner may be disqualified and the prize in question may be placed back into the prize pool at the Sponsor's sole discretion.

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. Promotion Entities assume 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, Promotion Entities are 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 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 Game prizes from all eligible, non-suspect registered participants as of the date of the event giving rise to the termination and the Sweepstakes Grand Prize winners from all eligible, non-suspect entries received 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.

**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 ANY OTHER PRODUCTION OR PROJECT OF PROMOTION ENTITIES OR ANY OF THEIR RESPECTIVE AFFILIATES.

**WINNER'S LIST/OFFICIAL RULES:** For the names of the Sweepstakes Grand Prize winners, send a self-addressed, stamped envelope to: Cinemark's Best Picture Voting Promotion 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. Official Rules will be accessible at the Website during the Promotion Period.

