## "BABY DRIVER ULTIMATE FAN PACK SWEEPSTAKES" OFFICIAL RULES ("Official Rules")

This Sweepstakes (defined below) in support of the home entertainment release of "Baby Driver" (the "Picture") is intended for viewing and participation in the United States only and shall be evaluated and construed in accordance with the laws of the United States. This Sweepstakes is restricted to entrants who are legal residents of the Eligibility Area (defined below) and who are seventeen (17) years of age or older at the time of entering the Sweepstakes.

## NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

- 1. To enter the Baby Driver Ultimate Fan Pack Sweepstakes ("Sweepstakes"), go to www.babydriverfansweeps.com ("Website") during the Promotion Period (defined below) and follow the prompts to complete the official entry form that must include: your name, telephone number, month and year of birth and email address, then press "Submit" to be electronically entered. Sweepstakes begins at 12:01 am Eastern Time ("ET") on October 5, 2017 and ends at 11:59 pm (ET) on November 3, 2017 (the "Promotion Period"). You may enter the Sweepstakes only once daily (i.e. once every twenty-four (24) hours) during the Promotion Period. Mass produced entries will invalidate all entries. Mail-in entries not accepted. Free internet access is available at many public libraries and schools and free e-mail accounts are available through a variety of providers.
- 2. One (1) grand prize (the "Grand Prize") and five (5) runner up prizes (each, a "Runner Up Prize") are available to be awarded in the Sweepstakes. The Grand Prize consists of: (i) one (1) poster signed by the cast and crew of the Picture; (ii) one (1) Baby Driver Original Motion Picture Soundtrack on vinyl; (iii) one (1) Blu-ray Disc<sup>®</sup> of the Picture; and (iv) one (1) prop cassette utilized during the production of the Picture. The approximate retail value ("ARV") of the Grand Prize is \$117.00. Each Runner Up Prize consists of: (i) one (1) poster autographed by the cast and crew of the Picture; (ii) one (1) Baby Driver Original Motion Picture Soundtrack on vinyl; and (iii) one (1) Blu-ray Disc of the Picture. The ARV of TOTAL ARV OF ALL PRIZES: \$452.00. Prizes are non-transferable, each Runner Up Prize is \$67.00. non-refundable, non-assignable and have no cash value. No cash redemptions. No prize substitution or alternative prize will be allowed except as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value should an advertised prize be unavailable and cannot be awarded as described for any reason. Prize winners may be required to execute and return, within seven (7) days of prize notification, a notarized affidavit of eligibility and/or release of liability and publicity (where permitted by law). Each Prize will be awarded provided it is properly claimed and there are sufficient gualified entries received and there exists sufficient time to award a prize to an alternate winner in the event of forfeiture by any previously selected winner(s). Return of any prize or prize notification as undeliverable will result in forfeiture of prize and selection of an alternate winner. Failure to comply with any requirement of these Sweepstakes rules may result in forfeiture of prize and selection of an alternate winner.
- 3. Eligibility: Sweepstakes is only open to legal US residents who: (i) reside within the fifty (50) United States and District of Columbia (the "Eligibility Area"), (ii) enter from within the U.S., and (iii) are seventeen (17) years of age or older at the time of entry. Employees, officers and directors of Sony Pictures Home Entertainment and each of its affiliates, subsidiaries, sales representatives, prize providers, advertising, public relations and promotional agencies, as well as members of the immediate families (parent, grandparent, child, sibling, step-sibling, spouse and in-laws) and households of each (whether related or not) are not eligible to participate in or win a prize in the Sweepstakes.

- 4. Drawing: Potential prize winners will be selected in a random drawing from among all eligible entries received. Odds of winning a prize depend on the total number of eligible entries received. Random Sweepstakes drawing will be conducted on or about November 6, 2017, and will be conducted by Sponsor, whose decisions are final and binding in all matters regarding this Sweepstakes. Each potential prize winner will be notified of winning on or about November 7, 2017 by telephone and/or email. Each prize will be awarded provided it is properly claimed and there are sufficient qualified entries received to award the prize to an alternate winner in the event of forfeiture by a previously selected winner. If a potential winner cannot be contacted, Sponsor, in its sole discretion, will attempt to contact up to three (3) alternate potential winners of such prize in accordance with the above-procedure; if no such alternative potential winner can be reached 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 at Sponsor's sole discretion. Sponsor is not responsible for any cancellations, delays, diversions or substitutions, or any act or omission whatsoever with respect to any prize.
- 5. All entries become the property of Sponsor and will not be returned. By accepting a prize, each winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking said prize and winner releases Sponsor and its affiliates, subsidiaries, employees, officers, directors, shareholders, agents, prize providers, and promotion and advertising agencies (collectively, "Releasees") from any and all liability, loss or damage, incurred with respect to the awarding, receipt, possession, use and/or misuse of any prize or participation in any prize related activities and acknowledge that said Releasee has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to prize including its quality, mechanical condition or fitness for a particular purpose. Each winner will be solely responsible for paying all applicable federal, state or local taxes on prize based upon the published value of the prize as set forth in these rules. These rules may not be reproduced or reprinted in part or in their entirety without the express written permission of the Sponsor. Sponsor will not accept any mailed entries or any document that is incomplete, illegible, damaged, late, lost, misdirected, or sent by certified, registered or postage-due mail. Sponsor is not responsible for the failure or unavailability of hardware, software, electronic communications, interrupted or unavailable network server or other Internet connections, miscommunications, failed telephone or computer transmissions or jumbled, scrambled or misdirected entries or transmissions, or for phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties or for other errors, omissions, interruptions, or deletions of any kind whether human, mechanical or electronic or for any damage to any person's computer related to participating in the Sweepstakes. Sponsor is not responsible for inability to submit information at Website. Proof of submitting information at Website (such as a screen shot) is not proof of delivery or receipt. Sponsor is not responsible for illegible, unintelligible, late, lost or stolen entries or incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human errors which may occur in the processing of any entries in this Sweepstakes. Persons found tampering with or abusing any aspect of the Sweepstakes, as solely determined by Sponsor, will be disqualified and may be subject to prosecution. Any entrant, who attempts to play with multiple identities or uses any other device or artifice to play multiple times or to interfere with the proper play of this Sweepstakes, will be disqualified from participation in the Sweepstakes. If in the judgment of Sponsor, the Sweepstakes is compromised by virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor, which corrupts the administration, security, fairness or proper play of the Sweepstakes,

Sponsor reserves the right, in its sole discretion to discontinue, suspend, terminate or modify the Sweepstakes. In the event of any such discontinuation, suspension, termination or modification, the winner of any remaining prize not yet awarded will be determined from among all eligible entries received to date that are unaffected by the problem, in a random drawing to be conducted by the Sponsor following the discontinuation, suspension, termination or modification of the Sweepstakes. By entering this Sweepstakes, entrants agree that each entry becomes the property of Sponsor and that such entry may be used by the Sponsor for any proper purpose. Except for Sweepstakes entry and personally identifying information which the winner agrees to disclose in the Affidavit of Eligibility/Publicity/Liability Release, all personally identifiable information collected during the entrant's participation in the Sweepstakes will be collected and used by Sponsor, its affiliates, agents and marketers for the proper administration and fulfillment of the Sweepstakes, as described in these Official Rules. Any attempt to defraud Sponsor will be prosecuted and will result in disqualification and forfeiture of prize. This Sweepstakes is subject to all applicable federal, state and local laws and regulations.

6. <u>CHOICE OF LAW /LIMITATION OF LIABILITY</u>: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants and Releasees in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of California, USA.

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

7. **ARBITRATION:** Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees that any and all disputes and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration under JAMS Expedited Arbitration. The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator. The arbitrator shall follow California law and the Federal Rules of Evidence in adjudicating the dispute. Entrant waives the right to seek indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased, and the arbitrator shall have no authority to award such damages. The determinations of the arbitrator shall be final and shall not be subject to judicial review; provided, however, that any award or determination rendered by the arbitrator may be entered in any court of competent jurisdiction. The expenses of arbitration, the fees and costs of legal counsel, experts and evidence shall be awarded to the prevailing party. In no event shall any entrant seek or be entitled to obtain rescission, injunctive or other equitable relief.

8. Releasees shall not be liable to the prize winner or any other person for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, network or computer problems, internet problems, hacking, computer viruses, unauthorized computer access, tampering, or any other cause beyond Sponsor's sole control.

9. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

10. In the event of a dispute as to the identity of an entrant based on an e-mail address, the entry will be declared made by the authorized account holder of the email account at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email account by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses.

11. 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 SWEEPSTAKES, THE PICTURE, OR ANY OTHER MOVIE, PRODUCTION OR PROJECT OF SPONSOR OR ANY OF ITS PARENTS, SUBSIDIARIES OR AFFILIATES.

12. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

13. SPONSOR: Sony Pictures Home Entertainment, 10202 W. Washington Blvd., Culver City, CA 90232.

14. RULES, WINNERS LIST: For a copy of the Official Rules, download rules from Website, or for a copy of the Official Rules or a Winners List, send a stamped, self-addressed #10 envelope to: Baby Driver Ultimate Fan Pack Sweepstakes "Winners List" or "Official Rules" (*please specify which*) 10202 W. Washington Blvd., Culver City, CA 90232, Attn: Blaire Ward. Requests must be postmarked by December 15, 2017 and received by December 29, 2017.

15. Void outside the Eligibility Area and where prohibited by law. All federal, state and local laws and regulations apply. Sweepstakes starts on October 5, 2017 and ends November 3, 2017.