

## Fathom Events and Pinkfong™ Giveaway Sweepstakes Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

Fathom Events along with Pinkfong™ (“Sponsor”) is pleased to introduce the Fathom Events Giveaway Sweepstakes (“Sweepstakes”). The Sweepstakes entry period begins on 1/26/2023, 2022, at 12:00:00 a.m. Pacific Time (“PT”) and ends on 2/9/2023, at 11:59:59 p.m. PT (“Sweepstakes Entry Period”). Pacific Time shall control for all purposes of the Sweepstakes. Sponsor’s computer shall be the official clock for purposes of the Sweepstakes.

As a condition of participating in the Sweepstakes, you agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor, whose decisions shall be final and binding in all respects, and to waive any right to claim ambiguity in the Sweepstakes, these Official Rules, Sweepstakes materials, information contained on Sponsor’s website, available at <https://www.fathomevents.com/promoterms>. The Sweepstakes is subject to applicable federal, state, provincial and local laws and regulations and is **VOID WHERE PROHIBITED OR RESTRICTED BY LAW**. Winning and receiving a Prize (as defined in Section 4) is contingent upon fulfilling all requirements set forth herein.

### 1. FACEBOOK®, INSTAGRAM®, TWITTER®, REDDIT®, TIKTOK® AND DISCLAIMER

As a condition of participating in the Sweepstakes, you agree and acknowledge that Facebook NKA Meta Platforms Inc., Instagram LLC, Twitter, Inc., Reddit, Inc. and TikTok Inc. as well as their owners directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated corporations and entities (collectively, the “SNS Group”) are not sponsors of the Sweepstakes nor do they endorse or administer the Sweepstakes, nor are they in any way associated with the Sweepstakes. All questions regarding the Sweepstakes must be directed to Sponsor, not the SNS Group. You also agree that as a condition of participating in the Sweepstakes, you shall release the SNS Group from any and all liability arising out of or relating to your entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance, use, or misuse of any Prize, or the broadcast, exploitation, or use of an entry.

### 2. ELIGIBILITY

The Sweepstakes is open only to natural persons who: (i) are permanent legal residents of the United States or the District of Columbia that are physically located and residing therein; (ii) are at least sixteen (16) years of age or older at the time of entry; and (iii) are not a person barred from participation in the Sweepstakes. If a potential winner is still considered a minor in his or her jurisdiction of residence, the Prize may be awarded in the name of his or her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.

Directors, officers, employees, contractors, agents or representatives of Sponsor, Pinkfong™ and each of their respective parents, subsidiaries, distributors, retailers, suppliers, advertising and promotion agencies, and any and all other companies associated with the design or execution of the Sweepstakes, as well as their immediate family and household members, whether related or not, are not eligible to enter the Sweepstakes. “Immediate family” shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings or spouses. “Household members” shall mean those people who share the same residence at least three (3) months a year.

### 3. HOW TO ENTER

During the Sweepstakes Entry Period, you may enter the Sweepstakes by the following methods:

**Commented [1]:** Note: The promotion laws in certain states include language requiring that the promotion be “occasional.” Accordingly, promotions must have a clearly defined start and end date; they cannot be offered on a perpetual basis.

**Commented [2]:** Insert website link.

**Commented [3]:** Add and/or delete parties as necessary.

**Commented [4R3]:** If we want to run a promotion on our platform e.g. via our Newsletter is that possible with this paperwork?

**Commented [5R3]:** Without knowing what the entry criteria will entail, we cannot answer this question. Can you please expand on what this would entail? Likely, however, it is tied to your newsletter it would need to be separate.

**Commented [6]:** Please advise of any eligibility restrictions. This is just sample language to be amended based on your needs.

**Commented [7R6]:** Is it cleaner to make it 18+?

**Commented [8R6]:** You can change it to 18 if you’d like, but if you are concerned about being above the age of majority, some states have that listed as 21. From a sweepstakes stand point, as long as you are above COPPA standards (this imposes certain requirements that operators of websites must abide with) which is the age of 13, you should be okay.

**Commented [9]:** If any jurisdictions will be blocked, the following sentence must be added:

Permanent legal residents of \_\_\_\_\_ are not eligible to participate in the Sweepstakes.

**Commented [10]:** Add reference to Prize Provider if using a separate Prize Provider. If not, this reference (and references to Prize Provider throughout the document) can be deleted.

(a) *Email Method of Entry*

Entries are limited to one per person. Follow these steps to enter:

- i. Complete the Google Form provided in our email.

An email account is required to enter into the Sweepstakes. If you do not have an email account, you can register for free using Google.

Limit 1 entry per person regardless of the method of entry. If an entrant submits more than 1 entry, Sponsor reserves the right to void all such entries at its sole and absolute discretion. Using an automated system to participate in the Sweepstakes or attempting to subvert the Sweepstakes entry process is prohibited and may result in disqualification. In the event of a dispute over who submitted a winning entry, the Authorized Account Holder for the social network site associated with the entry will be deemed to be the entrant. The Authorized Account Holder is defined as the natural person that has established the corresponding account with the respective social network site.

If you are required to post on your SNS Group account to enter, make sure the “Private Account” setting is turned off, or Sponsor won’t be able to see your entry and you won’t be able to participate in the Sweepstakes. By making this change to your account setting, you understand that all of your future posts on such SNS Group platform will be visible to the public. You agree to comply with all SNS Group platform terms and conditions.

Sponsor is not responsible for incorrect or inaccurate transcription of entry information, computer, online or human error, technical malfunctions, any omission, interruption, defect, or any other error, including, without limitation, lost, late, incomplete, invalid, unintelligible or misdirected entries, all of which may constitute grounds for disqualification in Sponsor’s sole discretion. If a problem occurs in the entry process, the entrant is solely responsible for verifying that the entry process has been validly completed. Sponsor shall have no obligation to advise an entrant of an incomplete, late or undeliverable entry. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Entrant is responsible for all online charges incurred with any Internet service provider and/or wireless carrier.

**4. PRIZES AND ODDS OF WINNING**

The Prizes and their approximate retail values (“ARV”) are as follows:

- (a) Pinkfong Starlight Wand (“Wand”). Subject to verification of eligibility and compliance with these Official Rules, one (1) entrant will receive: one (1) wand that will be mailed to your place of residence within the United States. ARV \$19.99.

The total ARV of the Pinkfong Starlight Wand (each, a “Prize” and collectively, the “Prizes”) is \$19.99USD. The ARV for a Prize is an estimate made before the Sweepstakes begins and may vary. If the actual retail value of the Prize is less than or greater than the stated ARV, the Prize winner will not receive the difference.

ALL FEDERAL, STATE, AND LOCAL TAXES AND FEES ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNERS. ALL OTHER COSTS AND EXPENSES RELATED TO ANY PRIZE NOT SPECIFIED HEREIN AND OTHER EXPENSES INCURRED BY ACCEPTING THE PRIZE ARE ALSO THE SOLE RESPONSIBILITY OF THE WINNER. ANY REQUIRED TAX REPORTING FORMS WILL BE FURNISHED TO THE APPROPRIATE AUTHORITIES.

Odds of winning a Prize depend on the number of eligible entries received during the Sweepstakes Entry Period. No more than the stated number of Prizes will be awarded.

**Commented [11]:** Entry limitations can be modified as necessary, e.g., multiple entries per day or limiting entries to one (1) per person during the Sweepstakes Submission Period. Depending on entry restrictions, you may need to also modify the mail-in entry restrictions.

**Commented [12]:** If multiple entries will win, need to replace with appropriate number, for example: Two (2) entrants will each receive:

Likewise, if there are more prizes than just the movie tickets it will also need to be amended.

**Commented [13]:** Please determine how many entrants will win movie tickets.

## 5. WINNER SELECTION

On or about 2/9/2023, Sponsor will conduct a random drawing from all eligible entries received during the Sweepstakes Entry Period to select the potential winners of the Prizes (each, a "Potential Winner").

## 6. WINNER NOTIFICATION AND VERIFICATION

On or about 2/13/2023, the Potential Winners will be contacted via email, by contacting the same email address affiliated with the winning entry. The Potential Winners will be awarded the applicable Prize subject to verification of eligibility and compliance with all terms and conditions of these Official Rules. If a Potential Winner fails to respond to the email within twenty-four (24) hours of notification or the email is returned as undeliverable after two (2) attempts, the Potential Winner may be disqualified in Sponsor's sole and absolute discretion. Winners will be required to provide proof of their government identification to verify their age.

Winners may be required to provide their Social Security number or tax ID for tax reporting purposes if Sponsor is required to file an IRS Form 1099 with the Internal Revenue Service for the fair market value of a Prize awarded and accepted. Except where prohibited, Potential Winners also may be required to sign and return to Sponsor, within five (5) business days from the date when Sponsor's initial verification email was sent, a declaration of eligibility and liability/publicity release ("Declaration") via email to the address specified in the Declaration in order to claim his or her Prize. If a Potential Winner is not of the legal age of majority in his or her jurisdiction of residence, the Declaration may be required to be confirmed and signed by his or her parent or legal guardian, and the Prize may be awarded in the name of his or her parent or legal guardian who will be required to fulfill all requirements imposed on a Potential Winner as set forth herein. If a Potential Winner fails to complete, sign and return the applicable Declaration within the required time period, or if the Declaration is returned as undeliverable or incomplete, the Potential Winner may be disqualified in Sponsor's sole and absolute discretion.

In the event a Potential Winner is disqualified for any reason, or if a Prize is unclaimed, the Prize will be forfeit. Sponsor, at its sole and absolute discretion, may award the forfeit Prize to an alternate Potential Winner by random drawing from among all remaining eligible entries. Within forty-eight (48) hours of the secondary drawing, alternate Potential Winner(s) will be contacted via email, by contacting the same email address affiliated with the winning entry. If the alternate Potential Winner(s) fails to respond to email within twenty-four (24) hours of notification or the email notification is returned as undeliverable after two (2) attempts, the alternate Potential Winner may be disqualified in Sponsor's sole and absolute discretion. Sponsor retains the right to repeat this process until an alternate Potential Winner complies with the verification of eligibility requirements.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE SWEEPSTAKES, ANY CHANGES TO THESE OFFICIAL RULES, AND THE SELECTION OF POTENTIAL WINNERS IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

## 7. PRIZE CONDITIONS

Limit 1 Prize per person. A Prize will be awarded only if the Potential Winner fully complies with these Official Rules. Sponsor shall have no responsibility or obligation to the Prize winner or a Potential Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize. All Prizes (or a component of the Prize) are subject to the terms and conditions of the issuer. All Prize details are at the sole and absolute discretion of Sponsor and any depiction of the Prize, in Sweepstakes materials or otherwise, is for illustrative purposes only. Prize and Prize components are subject to availability and other restrictions all of which are subject to change at Sponsor's sole and absolute discretion. No transfer, refund, cash redemption, substitution, replacement or cash equivalent for a Prize or any Prize component

**Commented [14]:** The Prize Conditions must be revised to accommodate each promotion. For example, travel prizes and age restricted prizes require additional disclaimers.

**Commented [15]:** Insert number.

will be made, except that Sponsor, at its sole and absolute discretion, may substitute a Prize (or component of a Prize) of equal or greater value for any reason.

**Pinkfong Starlight Wand.** No credit or cash will be returned or refunds issued in exchange for the wand if they have not been used by its respective expiration date, if any. Wands will be delivered via email given at the address provided by the Potential Winner. Wands will not be replaced if lost or stolen but Sponsor may, in its sole and absolute discretion, replace a lost, stolen wand. The Sponsor is not responsible or liable for any subsequent issues that may occur when redeeming the prizes. In no event will a wand's value exceed its stated value.

ALL PRIZES ARE AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

#### **8. ENTRY CONDITION AND RELEASE**

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor as they may be amended from time to time and (b) release, indemnify, defend, and hold harmless Sponsor, its respective parents, subsidiaries, affiliates, suppliers, retailers, distributors, advertising and promotion agencies, the SNS Group, and each of their respective past and present officers, directors, employees, agents, shareholders, contractors and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability resulting or arising from the Sweepstakes (including reasonable attorneys' fees), including, but not limited to, negligence and damages of any kind to persons and property, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright, or other intellectual property rights, property damage, or death or personal injury arising out of or relating to your entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance, use, or misuse of a Prize, or the broadcast, exploitation, or use of an entry. Released Parties are also not responsible for any typographical or other error contained in the Official Rules or Sweepstakes-related materials.

#### **9. PUBLICITY RELEASE AND USE OF PERSONAL INFORMATION**

Except where prohibited by law, by participating in this Sweepstakes and/or accepting a Prize, you grant Sponsor and its designees the right to use your name, photograph, likeness, statements, biographical information, testimonials, personal story, voice, address, and other identifying information for any and all commercial purposes of the Sponsor, including, without limitation, advertising and promotional purposes for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised without additional compensation, review or approval rights, notification or permission.

By entering the Sweepstakes, entrants acknowledge they will be sharing their personal information with Pinkfong™. In addition, by entering, entrants agree to Sponsor's use of entrant's personal information as described in its respective Privacy Policy. Please refer to Sponsor's Privacy Policy, available at <https://www.fathomevents.com/privacy>, for important information regarding our collection, use and disclosure of personal information. Sponsor is not responsible for disclosures made by any third party.

YOU FURTHER ACKNOWLEDGE THAT YOUR PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING YOUR NAME ON A WINNERS' LIST.

**Commented [16]:** Please insert link to privacy policy.

## **10. GENERAL CONDITIONS**

The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Winning a Prize is contingent upon accepting these Official Rules and fulfilling all requirements of these Official Rules. Sponsor reserves the right without liability to disqualify any entrant or cancel, suspend, modify and/or terminate the Sweepstakes, or any part of it, for any reason, including, but not limited to, insufficient entries, any printing, seeding, typographical, technical errors, human or otherwise, suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes or any other factor beyond Sponsor's reasonable control, as determined by Sponsor in its sole and absolute discretion.

In such event, Sponsor reserves the right to award the Prizes to the extent required by law for eligible entries submitted up to the time of the impairment (and/or thereafter), or in such other manner as deemed fair and appropriate by Sponsor in its sole and absolute discretion. Sponsor also reserves the right to disqualify any individual it finds to be tampering or interfering with the operation of the Sweepstakes, acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner and void such individual's entry.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

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. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

## **11. LIMITATIONS OF LIABILITY**

To the maximum extent permitted by law, the Released Parties are not responsible for: (i) any incorrect or inaccurate information, whether caused by entrants, technical errors, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (ii) technical failures of any kind, including, without limitation, malfunctions, interruptions, or disconnections of the equipment or software associated with or utilized in the Sweepstakes; (iii) unauthorized human and/or mechanical intervention in any part of the entry process or the Sweepstakes; (iv) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (v) any injury or damage to persons or property including, without limitation, death, bodily injury, pain and suffering, emotional distress or loss of data which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt, use or misuse of any Prize. If for any reason your entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is to submit another entry during the Sweepstakes Entry Period through a method set forth in these Official Rules. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim 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. Some jurisdictions do not allow the limitations or exclusion of liability for punitive, incidental or consequential damages, in which case the liability of the Released Parties will be limited to the maximum extent permitted by law.

## **12. DISPUTES**

Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any Prize awarded shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any Prize awarded, shall be resolved exclusively by the United States District Court or the appropriate Colorado State Court located in Arapahoe County, CO and (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but will in no event include attorneys' fees. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.

## **13. EXTENDED MEANINGS; CURRENCY; FORCE MAJEURE**

Unless otherwise specified in these Official Rules, words importing the singular include the plural and vice versa and words importing gender include all genders. All dollar amounts referred to in these Official Rules are in lawful money of the United States of America. The Released Parties are not responsible for any damages caused by delay or failure to perform undertakings pursuant to these Official Rules when the delay or failure is due to weather, event cancellations, fires, strikes, floods, pandemics, acts of God or the state's enemies, lawful acts of public authorities, delays or defaults caused by common carriers, or other events that cannot reasonably be foreseen or provided against.

## **14. OFFICIAL RULES AND WINNERS' LIST**

A complete copy of these Official Rules can be obtained by sending a self-addressed, stamped envelope to the offices of Fathom Events, 6465 S. Greenwood Plaza Blvd. Suite 550, Greenwood Village, CO 80111 or emailing a request to [info@fathomevents.com](mailto:info@fathomevents.com). To obtain the names of the Prize winners, any person may mail a self-addressed, stamped envelope to the offices of Fathom Events, 6465 S. Greenwood Plaza Blvd. Suite 550, Greenwood Village, CO 80111, Attn: Winners' List. The Winners' List will be available after 2/13/2023, and requests must be received no later than four (4) months after that date.

## **15. SEVERABILITY/WAIVER**

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. The Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.

## **16. SPONSOR**

The Sponsor is Fathom Events, 6465 S. Greenwood Plaza Blvd. Suite 550, Greenwood Village, CO 80111.