

# **Ticket Giveaway for Fathom Events Presentation of Xbox Games Showcase and Starfield Direct**

## **Official Terms & Conditions**

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

Fathom Events (“host”) and Microsoft Corporation (“co-host”) are pleased to introduce free ticket giveaways to watch the Xbox Games Showcase and Starfield Direct (“Event”) in selected theaters. The Event giveaway period begins on June 2, 2023, at 7:00:00 a.m. Pacific Time (“PT”) and ends on June 9, 2023, at 11:59:59 p.m. PT (“Event Giveaway Period”). Pacific Time shall control for all purposes of the Event.

**WHO IS ELIGIBLE FOR THE GIVEAWAY?** Tickets are available only to participants currently within the United States who are 18 years or older and have signed up for Xbox FanFest accounts (“members”) as of June 1, 2023 at 11:59pm PT. Employees of Microsoft or Fathom Events, their parent companies, subsidiaries, and affiliates, or of other companies associated with the promotion of the Event, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible.

**HOW DO I PARTICIPATE?** Before June 2, 2023, the Xbox FanFest notification system will email a password to all members. On June 2, 2023, all FanFest members located in the state of the local markets where the Event is being screened will be emailed a link to a password-protected site and provided with a unique password. The password will unlock the member’s access to secure tickets to the Event, while supplies last. Tickets will be distributed on a first-come first-serve basis within the timeframe described herein. You (and your guest) must be 18 years or older and agree to these Terms and Conditions in order to obtain a ticket. You understand that the Event and all seat locations are subject to availability and that the host and co-host does not guarantee or warrant, by your reservation or otherwise, any of the same. The host and/or co-host may limit quantities of, or refuse tickets ordered at their sole discretion for any reason. If the Event is postponed, you will be contacted by the host with further instructions regarding your tickets.

**HOW DO I SECURE TICKETS?** Each person may secure up to one (1) pair of tickets to one (1) theater location via the password-protected site that is emailed to members. You may not secure tickets to more than one location. You may not secure more than two (2) tickets to a particular location. Each location varies in size and thus, the capacity for each location will vary. When all of the Event tickets for a particular location have been distributed, a waitlist will be created for that specific location. This list will also be on a first-come, first-serve basis with 25 placeholders. Each person on the waitlist can invite (1) one guest to accompany them. The guest must also be 18+ and agree to these Terms and Conditions.

**HOW WILL MY TICKETS BE DELIVERED?** Your tickets will be delivered via email with a QR code.

**WHAT WILL I RECEIVE?** Each ticket holder for each location will be able to invite (1) guest over the age of 18 to accompany them to the Event. Upon check-in, each attending guest will receive a \$10.00 credit toward food and beverages to be used at that location for this Event. This credit will be delivered on-site

and may not be redeemed or sold for cash. Tickets are non-transferable. No cash or other substitution may be made. Repeat participants will not be eligible.

**WHAT WILL I BE REQUIRED TO DO?** In placing a request for tickets to the Event, you represent and warrant that you are at least 18 years of age and that you agree to these Terms and Conditions, including the Microsoft privacy policy. A ticket holder will need to check-in at least 10 minutes prior to the start of the Event and provide legal ID. If a ticket holder does not check in within that window, the seat will be forfeited and will be given to someone on the waitlist.

**CODE OF CONDUCT.** The ticket is for a single Event viewing at a designated time. The ticket holder agrees to obey the rules of the theater and abide by the Xbox Community Standards located at <https://www.xbox.com/en-US/legal/community-standards>. Theater management may evict any person from the theater whose behavior is inappropriate, as judged by theater management. The holder is strictly prohibited from entering the theater with any alcoholic beverages, illegal substances, cameras, tape recorders, video records, or other recording devices. The holder hereby voluntarily assumes all risks of an injury, loss, liability, or damage arising from, directly or indirectly, the attendance of the holder at any event or viewing for which this ticket has been issued and release Fathom Events and Microsoft Corporation, theater operators and owners, their parent companies, subsidiaries and affiliates, and all their respective officers, directors, employees and agents (the “released parties”) from all liability, therefore. Tickets may not be redeemed or sold for cash.

**WHAT OTHER TERMS SHOULD I BE AWARE OF?** Unless prohibited by law, ticket holders agree to allow the use of their name, voice, city/state of residence, photograph, video and/or likeness for advertising and/or trade and/or any other purpose in any media or format now or hereafter known without further compensation, permission, or notification. Reselling or otherwise transferring your ticket will void the ticket for you and your guest and the ticket holder and guest will not gain access to the Event. Where there has been any resale or attempted resale of any tickets (or any other breach of this term), the released parties reserve the right to cancel the relevant tickets with immediate effect.

Tickets to the Event are a revocable license issued by the host, co-host and the individual theaters to the individual name that appears on the Xbox FanFest account of record. Breach of any of the terms herein and/or on the reverse side of the ticket shall entitle the released parties to all available legal remedies. The released parties reserve the right to revoke the license granted, in their sole discretion.

The released parties are not responsible for interrupted transmissions, network, server, website or other connections availability, technical failure or other errors of any kind whether human, mechanical, electronic or network related to your transaction.

You hereby represent and warrant to us that: (i) you have the full power and authority to enter into and perform under these Terms and Conditions, and (ii) you will comply with all rules and policies of the released parties, terms of the tickets, and all applicable laws and regulations in engaging in all activities arising from, relating to or connected with your use of tickets to the Event.

These Terms and Conditions shall be governed by and construed in accordance exclusively with the laws of the State of Washington without regard to its conflicts of law rules.

If any provision of these Terms and Conditions shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and these Terms and Conditions shall be construed as if such invalid or unenforceable provision were omitted.

You agree that you shall have absolutely no right whatsoever to assign, transfer, sublicense, sell, mortgage, pledge, or allow attachment of liens or charges against your tickets, without the consent of the released parties.

If the released parties shall be prevented, in whole or in part, from performing its obligations hereunder due to an act of God, war, national emergency, weather, civil disturbance, pandemic, epidemic, quarantine, labor dispute, governmental or court order or other similar cause beyond such party's reasonable control, then the released parties shall be excused from performance and shall not be considered to be in default with respect to any obligations hereunder.

The released parties reserve the right in their sole discretion to amend, update, or modify policies and procedures relative to the Event tickets, if any, upon written notice to the ticket account holder of record (including by email).

Tickets to the Event may not be used for advertising, promotion (including contests or sweepstakes) or other trade purposes without the express written consent of the released parties.

These Terms and Conditions constitute the entire agreement of the parties with respect to the matters provided for herein and is not intended to be modified or limited in any way by any other written instrument or oral agreement previously made or entered into by the parties hereto.