Sony Spider-Man: Across the Spider-Verse Sweepstakes

OFFICIAL RULES VOID WHERE PROHIBITED.

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Eligibility: The Sony Spider-Man: Across the Spider-Verse Sweepstakes, which consists of a sweepstakes (the "Sweepstakes") with one (1) prize and an instant win game (the "Instant Win Game") with five hundred seven (507) prizes (collectively, the "Promotion"), as further indicated in Section 6, is open only to permanent legal residents of the fifty (50) United States (and the District of Columbia) who are at the time of entry (i) at least eighteen (18) years old, (ii) physically located and residing therein, and (iii) Sony Rewards Program Members ("Entrant"). This Promotion excludes Guam, Puerto Rico and all other U.S. and foreign territories and possessions. In order to win any prize valued at \$600 or greater, you must have a valid social security number or a valid U.S personal tax identification. Employees of Sony Electronics Inc., Merkle Inc., and their parent and affiliate companies, their advertising or promotion agencies, their suppliers, those individuals involved in or associated with the production, design, printing, development, implementation, or handling of this Promotion, any agents acting for, or on behalf of the above entities, the above entities' respective parents, subsidiaries, affiliates, licensees, service providers and related companies, and all such entities' officers and directors ("Sweepstakes Entities") as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to participate in the Promotion. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Promotion constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.
- **2. Sponsor:** Sony Electronics Inc., Card Marketing & Services Company, 115 W. Century Rd., Suite 250, Paramus, NJ 07652. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.
- **3. Timing:** The Promotion begins on May 19, 2023 at 12:00 a.m. Pacific Time ("**PT**") and ends on July 19, 2023 at 11:59 p.m. PT (the "**Promotion Period**"). Administrator's computer is the official time-keeping device for this Promotion. The drawing for the Sweepstakes will occur on or after July 20, 2023. The winners for the Instant Win Game, will be chosen as indicated in Section 5 below.
- Promotion 4. How to Enter: During the Period, visit https://sonyrewards.promo.eprize.com/spidermanspiderverse ("Website") and complete and submit the registration form by providing your first and last name, and the email address associated with your Sony Rewards account, which must be a valid email address. Membership in Sony Rewards is free. If you are not a Sony Rewards Member, you will become a Member by completing the registration form with the information indicated above and accepting the Sony Rewards Terms and Conditions (https://www.rewards.sony.com/terms.html) and Sony Rewards Privacy Policy (https://www.rewards.sony.com/privacy.html). Any potential registration that does not comply with the Sony Rewards Terms and Conditions or Privacy Policy as described above may be subject to disqualification from Sony Rewards and/or the Promotion. Entrant will receive one (1) entry into the Sweepstakes for completing the registration form for the Promotion. Entrant will then be able to link to the Instant Win Game page and receive up to three (3) Instant Win Game plays for the day the Entrant completes the registration form. Once on the Instant Win Game page, follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. If the Instant Win Game results indicate Entrant has won. Entrant will be a potential winner of the Instant Win Game and will be provided directions for validation of such Entrant's entry. If the Instant Win Game results indicate Entrant has won, Entrant will have no more Instant Win Game plays for the day. If Entrant does not win an Instant Win Game prize, the Entrant is able to play the Instant

Win Game up to three (3) times per day. Entrant can obtain additional entries into the Sweepstakes by logging into the Website after logging into their Sony Rewards account each day during the Promotion Period from the Promotion's Website. All potential winners of the Sweepstakes and the Instant Win Game are subject to verification, as decided upon by Administrator and/or Sponsor in its/their sole discretion, before any prize will be awarded. See Section 5 for more details related to potential winner verification. Administrator is responsible for the functionality of the Instant Win Game. In all cases, if an Entrant is a resident of a jurisdiction that deems them to be a minor, they must obtain parental/legal guardian consent prior to entering or submitting any personally identifiable information to Sponsor or Administrator. If Entrants use a web-enabled mobile device to participate, data rates may apply (Entrants should contact their service provider for data rates/plans).

Limit: Each Entrant may receive one (1) Sweepstakes entry and up to three (3) Instant Win Game plays per day during the Promotion Period for either registering or logging in, unless such Entrant participates in the activities indicated in "Bonus Sweepstakes Entries" below. Each Entrant may only play the Instant Win Game up to three (3) times per day. Additional "Bonus Sweepstakes" entries can only be earned by participating in the various actions listed below. Each email address may only be used by one (1) Entrant. Multiple Entrants may not share the same email address. Any attempt by any Entrant to use multiple/different email addresses, identities, registrations and logins, or any other methods in an attempt to defraud the entry process or gain additional entries will void that Entrant's plays/entries and that Entrant may be disqualified from the entire Promotion. Use of any automated system or devices to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will all be disqualified. In the event of a dispute as to any registration into the Sweepstakes or play of the Instant Win Game, the authorized account holder of the email address used to register for the Promotion will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners will, at Sponsor's option, be required to show proof of being the authorized account holder. In the event of disqualification, any prize that Entrant might have been otherwise entitled to will not be awarded to such Entrant.

Bonus Sweepstakes Entries: There are seven (7) ways to earn additional Sweepstakes entries, one (1) of which has an alternate method of entry, as outlined below:

a. Twitter Referral: After Entrant enters the Sweepstakes, they can click on the tweet button on the Website and then tweet the prepopulated message on Twitter. The prepopulated tweet post will contain a unique link to the Sweepstakes. Entrant may only tweet one (1) time per day during the Promotion Period. Entrant will receive one (1) additional entry into the Sweepstakes for each friend that is or becomes a Sony Rewards member and then registers for the Sweepstakes through the unique link Entrant posts during the Promotion Period.

<u>Limit</u>: Each Entrant may receive up to ten (10) additional bonus entries in total during the Promotion Period via this method.

b. Facebook Referral: After Entrant enters the Sweepstakes, Entrant will also be invited to share the Promotion through the Website and then post the prepopulated message on Entrant's Facebook wall. The wall post will contain a unique link to the Sweepstakes. Entrant may only post about the Promotion one (1) time per day during the Promotion Period. Entrant will receive one (1) additional entry into the Sweepstakes for each friend

that is or becomes a Sony Rewards member and then registers for the Sweepstakes through the unique link Entrant posts during the Promotion Period.

<u>Limit</u>: Each entrant may receive up to ten (10) additional bonus entries in total during the Promotion Period via this method.

c. Email Referral: After Entrant enters the Sweepstakes, Entrant will be invited to submit the names and email addresses of up to three (3) friends per day from the Website each of whom must be eligible, in accordance with these Official Rules, to enter the Sweepstakes. Each friend that Entrant refers will receive an email to the submitted email address notifying them about the Sweepstakes and the Instant Win Game. Entrant may only refer friends with whom Entrant has an existing relationship. For each eligible friend Entrant referred who subsequently registers for the Sweepstakes via the link in the referral email during the Promotion Period, Entrant will receive one (1) additional entry into the Sweepstakes.

<u>Limit</u>: Each Entrant may receive up to ten (10) additional bonus entries in total during the Promotion Period via this method.

d. Click to Learn How to Link Accounts: Entrant must visit https://www.rewards.sony.com/earn/digital-movies-and-discs/?%7Ecampaign=804401613 to learn about linking Entrant's Sony Rewards account to Entrant's Movies Anywhere account. By clicking on the link to learn more about Movies Anywhere during the Promotion Period, Entrant will receive ten (10) additional entries into the Sweepstakes.

<u>Limit</u>: Each Entrant may complete this action one (1) time during the Promotion Period.

e. Watch a Trailer: After Entrant enters the Sweepstakes, follow the links and instructions to watch the featured trailer. After watching the featured trailer during the Promotion Period, Entrant will receive ten (10) additional entries into the Sweepstakes.

<u>Limit</u>: Each Entrant may complete this action one (1) time during the Promotion Period.

f. Upload Sony Spider-Man: Across the Spider-Verse movie ticket in the Sony Rewards App:

- i. Purchase a Sony Spider-Man: Across the Spider-Verse movie ticket at a participating movie theater or participating retailer, and then from May 19, 2023 at 12:00 a.m. PT through July 19, 2023 at 11:59 p.m. PT ("Upload Period"), after you enter the Sweepstakes, follow the instructions to upload an image of your movie ticket to the Sony Rewards mobile app.
- ii. During the Upload Period, if you would like to receive bonus entries into the Sweepstakes without making a purchase, visit https://sonyrewards.promo.eprize.com/spidermanspiderverse/?affiliate_id=amoe.

By uploading a ticket or visiting the link outlined above in 4.f.ii during the Upload Period, Entrant will receive thirty (30) additional entries into the Sweepstakes.

Limit: Each Entrant may complete this action one (1) time during the Upload Period.

g. Click to learn about Sony Rewards: Entrant must visit https://www.rewards.sony.com/spider-man-across-the-spider-verse.html. By visiting this

link to learn more about Sony Rewards during the Promotion Period, Entrant will receive ten (10) additional entries into the Sweepstakes.

<u>Limit</u>: Each Entrant may complete this action one (1) time during the Promotion Period.

This Promotion is in no way sponsored, endorsed, or administered by, or associated with, Twitter, Inc. and/or Meta Platforms, Inc.

5. Verification of Potential Winners/Sweepstakes & Instant Win Game Winners: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners for both the Sweepstakes and the Instant Win Game are final and binding in all matters related to the Promotion. Sweepstakes: For the Sweepstakes, the Administrator will randomly select the potential Sweepstakes winner, from all eligible entries, on or after July 20, 2023. Instant Win Game: For the Instant Win Game, five hundred seven (507) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If Entrant is the first player to play the Instant Win Game after one of the random computer-generated times, Entrant will be a potential instant winner of the prize indicated. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES AND THE INSTANT WIN GAME. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL SUCH ENTRANT'S ELIGIBILITY, AND THE APPLICABLE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAS BEEN VERIFIED AND SUCH ENTRANT HAS BEEN NOTIFIED FROM SPONSOR OR ADMINISTRATOR 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, IS VOID AND WILL NOT BE HONORED.

Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes Grand Prize winner and the potential Instant Win Game prize winners will be notified by mail, email or phone. Each potential winner (parent/legal guardian if winner is a minor in their state of residence) of a prize valued at or greater than \$600.00 will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Release"), which must be received by Administrator within five (5) days of the date notice or attempted notice is sent to the applicable potential winner, in order to claim the prize. If a potential winner of any prize cannot be contacted or fails to sign and return the Release or provide any other requested information within the required time period (if applicable), or in the event that a prize is returned as undeliverable, the applicable potential winner forfeits the prize. In the event that the potential Sweepstakes Grand Prize winner is disqualified for any reason, Sponsor will award the Sweepstakes Grand Prize to an alternate winner by random drawing from among all remaining eligible entries. In the event that a potential winner of an Instant Win Game prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible game plays. There will be three (3) alternate drawings after which the prize will remain unawarded. Unclaimed prizes valued at \$25 or less will not be awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the entire Promotion to the mailing address provided to Administrator at the time of winner verification.

6. Prizes:

Sweepstakes Prize:

ONE (1) GRAND PRIZE: Multi-Dimensional Prize Pack which includes one (1) PlayStation®5 console; one (1) Sony 65" class (64.5" diag.) BRAVIA XR X90K 4K: 3840 x 2160 pixels LED TV; one (1) HT-A5000 | 5.1.2ch Dolby Atmos Soundbar; one (1) UBP-X800M2 | 4K Ultra HD Blu-ray™

Player; one (1) Spider-Man: Across the Spider-Verse movie poster signed by various cast & filmmakers; and (1) \$50 PlayStation™ Store Code. Approximate Retail Value ("ARV") of Sweepstakes Grand Prize: \$4,000. All federal, state or other tax liabilities (including, but not limited to, income taxes) arising from winning the Grand Prize in the Sweepstakes will be the sole responsibility of the applicable prize winner. The Grand Prize winner will be issued an IRS Form 1099-MISC (or other tax documents, if applicable) from Sponsor for the total ARV of the prize won (as stated herein) in the calendar year won. Odds of winning the Grand Prize depend on the number of eligible entries received during the Promotion Period.

Instant Win Game Prizes:

Prize Description	Quantity	ARV
Signed Spider-Man: Across the Spider-Verse Movie Poster	4	\$500
Unsigned Spider-Man: Across the Spider-Verse Movie Poster	20	\$10
Sony Pictures Movie Bundle - 2 various Blu-ray discs (Titles -	20	\$50
Spider-Man: No Way Home & Spider-Man: Into the Spider-Verse)		
WH-1000XM4 Wireless Noise Cancelling Headphones	5	\$349
XB13 EXTRA BASS Portable Wireless Speaker	5	\$50
Spider-Man Promotional Merchandise Fan Pack (includes Miles	12	\$20
Morales Squishy, pen and notebook)		
\$25 Fandango Gift Card	25	\$25
\$25 Cinemark Gift Card	25	\$25
\$10 AMC Gift Card	25	\$10
\$10 Regal Gift Card	25	\$10
250 Sony Rewards Points	200	\$2.50
500 Sony Rewards Points	100	\$5.00
50,000 Sony Rewards Points	1	\$500.00
PlayStation Store Code - \$10	20	\$10.00
PlayStation Store Code - \$20	20	\$20.00

Odds of winning depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received. The number of prizes available to be won will diminish as Instant Win Game prizes are awarded. Instant Win Game prizes are computer generated.

<u>For All Prizes</u> (Sweepstakes and Instant Win Game): Terms and conditions of gift cards apply. The actual value of a prize that is an electronic product is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. No cash equivalent will be awarded for any prize, and all prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. For each prize, Sponsor reserves the right to substitute such prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are solely responsible for all taxes and fees associated with receipt of a prize and/or its use. TOTAL ARV OF ALL PRIZES: \$13,285.00.

<u>Limit</u>: One (1) Sweepstakes prize and one (1) Instant Win Game prize per person. In all cases, if a prize winner is a resident of a jurisdiction that deems them to be a minor, such Prize winner's prize will be awarded in the name of their parent/legal guardian.

7. Release: For each winner, by receipt of a prize, such winner agrees to release and hold harmless Sponsor, Columbia TriStar Marketing Group, Inc. ("CTMG"), Administrator, Meta Platforms, Inc., Twitter, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or

damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

- **8. Publicity:** Except where prohibited by law, and notwithstanding anything in the Sony Rewards Privacy Policy, participation in the Promotion constitutes each winner's consent to Sponsor's, each of the Released Party's, its affiliates, and its agents' use of each winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. If you are selected as a winner, your information may also be included in a publicly-available winner's list.
- 9. General Conditions: This Promotion is subject to these Official Rules and all federal, state, and local laws and regulations. Void where prohibited by law. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sweepstakes Entities are not responsible or liable for Sweepstakes entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limits, illegible, late, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, mutilated, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); typographical or other error contained in the Official Rules or other Promotion-related material; technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise not in compliance with these Official Rules, and all such Sweepstakes entries will be disqualified. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes or Instant Win Game, or any part thereof, if any fraud, technical failures, human error, or any other factor, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game or interferes with any aspect of the Sweepstakes or Instant Win Game, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual and/or Entrant (and void all associated entries) or entitlement to a prize if Sponsor determines or suspects that the individual and/or Entrant has attempted to undermine the legitimate operation of the Sweepstakes or Instant Win Game by tampering, cheating, hacking, deception, or other fraudulent, deceptive or unfair playing practices (including any entries generated by script, macro, robotic, programmed, or any other automated means or any other means which subvert the entry process) or attempting any of the foregoing. Sponsor reserves the right, in its sole discretion, to disqualify any individual and/or Entrant that Sponsor finds to be attempting to tamper with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of these Official Rules or the Sony Rewards Terms and Conditions, or acting in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. By accepting a prize, each prize winner attests to their compliance with these Official Rules and, if applicable, by returning a completed Release, each prize winner further attests to the provisions stated therein.
- **10. Additional Terms/Limitations of Liability/Disclaimers:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human

intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an Entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible, in Sponsor's sole discretion. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THIS PROMOTION AND/OR ANY PRIZE AWARDED HEREUNDER. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE WEBSITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Entrants also agree to be bound by these Official Rules and decisions of Sponsor and/or Sponsor's representatives, which are final and binding in all respects, and waive any right to claim any ambiguity in these Official Rules, Sony Rewards Terms and Conditions, Sony Rewards Privacy Policy or any Promotion materials. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities, epidemics, pandemics, or any circumstance outside of the control of the Sponsor (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules.

11. Disputes: This Promotion shall be construed and governed according to the laws of the U.S. and the state of New York. Any dispute, controversy, cause of action or claim arising out of, connected with or relating to (i) this Promotion; (ii) the awarding or redemption of the prizes; and/or (iii) the determination of the scope or applicability of these Official Rules or their enforcement or interpretation (each a "Claim"), shall be governed by and construed in accordance with the substantive laws of the state of New York 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. Except where prohibited, Entrants agree that any Claim will be resolved individually, without resort to any form of class action. Entrants further agree that any Claim/judgment/award shall be limited to actual outof-pocket costs incurred, including costs associated with participating in the Promotion but in no event attorneys' fees; and, under no circumstances, will Entrants or participants be entitled to obtain awards for and hereby waives all rights to claim 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. Should any term of this section be deemed by a tribunal of competent jurisdiction void, unenforceable or contrary to law, such term shall, but only to the extent necessary to bring this section within the requirements of law, be deemed to be severed from the other terms of these Official Rules, and the remainder of these Official Rules shall be given effect as if it had not included the severed term herein.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ALL

CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THESE OFFICIAL RULES WHETHER SOUNDING IN CONTRACT OR TORT.

- **12. No Injunctive Relief:** EACH CREATOR UNDERSTANDS AND AGREES THAT THEY SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE CREATIVE BRIEF OR THE PICTURE, OR ANY OTHER MOVIE, PRODUCTION OR PROJECT OF CTMG OR ANY OF ITS AFFILIATES.
- **13. Entrant's Personal Information:** Except as otherwise indicated herein, including in Section 8, or as agreed upon in a Release, information collected from Entrants is subject to the Sony Rewards Privacy Policy located at https://www.rewards.sony.com/privacy.html.
- **14. Winners' List:** For a winners' list, please <u>click here</u>. The winners' list will be posted after winner confirmation is complete. An additional copy of these Official Rules by which all Entrants are bound, or the winners' list, may be obtained by sending a self-addressed, stamped envelope to: **"Sony Spider-Man: Across the Spider-Verse Sweepstakes"** "Rules" or "Winners' List" (specify which), Attn: Sony Rewards Customer Service, 115 W. Century Rd., Suite 250, Paramus, NJ 07652 to be received no later than August 19, 2023.