

MOVIEPASS

\$9.95 Anniversary Ultimate Getaway for Hollywood Experience in LA

Eligibility: No purchase necessary to enter or win. The MoviePass Ultimate Hollywood Getaway (the "Sweepstakes") is open to legal residents of the United States (excluding AK & HI) who, as of August 14, 2018, are at least twenty-one (21) years of age or older. The following persons are not eligible: Employees of MoviePass Inc. ("Sponsor"), Helios and Matheson Analytics In., Taktical Digital LLC, MovieFone, MoviePass Ventures, MoviePass Films, Jerry Media, LLC, or any of their respective parent companies, affiliates, partners, subsidiaries, franchisees, advertising and promotion agencies and anyone else involved in the development or execution of this Sweepstakes (collectively the foregoing entities are the "Sweepstakes Entities"), and the immediate families or household members of each. The Sweepstakes is subject to all applicable federal, state, provincial, and local laws and regulations. Void in AK, HI, and where prohibited or restricted by law or regulations.

Sweepstakes Period: The Sweepstakes begins on August 15, 2018 at 7:00 a.m. Eastern Time ("ET"), and ends on August 31, 2018, at 6:00 p.m. ET (the "Sweepstakes Period").

How to Enter: During the Sweepstakes Period, (i) go to <https://moviepassgetaway.splashthat.com> OR <https://moviepassgetawayusa.splashthat.com/> and follow the instructions to submit an entry including but not limited to your name and email address (you must enter the same email address associated with your existing Instagram account) and (ii) follow "@MoviePass" on Instagram. If you do not yet have an Instagram account, you can create one for free by visiting www.instagram.com. Following @MoviePass also is free. Instagram is not a sponsor of, or affiliated in any way with this Sweepstakes. Limit one (1) entry per eligible person. Any attempt to enter more than once via any means may result in disqualification from this and any other promotional offerings from MoviePass. No responsibility is assumed for lost, late, misdirected, incomplete, or damaged entries or for any failed or interrupted electronic communications. In the event of a dispute as to the identity of an entrant, entry will be deemed submitted by the authorized account holder of the email address submitted in the entry. 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.

Winner Selection/Notification: One (1) winner will be selected at random from among all eligible entries received. Drawing will be conducted on or about September 5, 2018. Potential winner will be notified by email promptly thereafter, at approximately 12:01 p.m. ET on 9/5/18, using the email address submitted at the time of entry. Potential winner must respond to initial notification within three (3) days or prize will be forfeited and may be awarded to an alternate winner. Judges' decisions are final and binding in all matters relating to this Sweepstakes. Potential winner may be required to sign a declaration or affidavit of eligibility, a liability release, and/or a publicity release; failure to comply when requested may result in disqualification and award of prize to an alternate winner. If any prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner may be disqualified and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected.

Prize/Odds: One (1) Grand Prize is available: A trip for two (2) persons to Los Angeles. Prize consists of: (a) round trip airline transportation (coach class) for winner and one (1) guest between major continental U.S. airport nearest winner's residence and Los Angeles, (b) hotel accommodations in Los Angeles (consisting of one (1) double occupancy, standard room) for two (2) nights, (c), two (2) twelve-month MoviePass subscription memberships, (d) a \$500 gift card, (e) two (2) tickets for a studio tour, (f) two (2)

Hollywood bus tour tickets, and (g) two (2) MoviePass “swag” packages. Sponsor will cooperate reasonably with winner to find mutually acceptable dates for travel, but the final selection of dates is in Sponsor’s discretion and if winner cannot attend prize-related events on the dates specified by Sponsor, prize will be forfeited and may be awarded to an alternate winner, time permitting. Approximate Retail Value of prize: \$4,000; actual value may vary depending on departure city. If winner lives within 200 miles of Los Angeles, ground transportation may be provided in lieu of air travel; any difference between actual value and advertised value will not be awarded. Winner is solely responsible for the payment of all federal, state and local taxes and all additional meals, beverages, transportation or other expenses or costs relating to the prize not expressly set forth above. Major credit card will be required at hotel check-in to cover any incidental expenses. Winner and travel companion must have documents necessary for travel, and must travel on the same itinerary and must comply with all applicable local, state and federal laws at all times. Winner’s travel companion must be at least twenty-one (21) years of age and may be required to sign a Liability/Publicity Release (where legal) prior to ticketing. Prize is non-transferable and no substitution by winner or cash equivalent is allowed. Sponsor reserves the right to substitute prize for one of equal or greater value if the advertised prize becomes unavailable. All dates are subject to change in the Sponsor’s discretion. No responsibility is assumed for cancellation of any events beyond Sponsor’s control. If premiere screening is cancelled or postponed after travel arrangements are made, remainder of trip will be awarded as complete prize. Gift card is subject to issuer’s standard terms.

Odds: Odds of winning depend on the number of eligible entries.

Prize Conditions: Sponsor may conduct a background check to confirm eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. Failure to cooperate may result in disqualification and selection of an alternate winner. If a potential winner or potential guest has engaged in or does engage in any conduct that could damage the reputation or business of Sponsor, as determined by Sponsor in its discretion, the potential winner may be disqualified and the prize may be awarded to an alternate winner, time permitting. Each potential winner and potential guest must also comply with all requirements for proper and appropriate behavior during any prize-related activities or events, including but not limited to the premiere screening and related activities. Any inappropriate behavior, as determined by Sponsor in its sole discretion, may result in removal from any activity or event.

Release of Liability: By participating, you hereby release Sponsor, the Sweepstakes Entities, and their respective directors, officers, employees and agents from and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Sweepstakes and/or the acceptance, awarding, receipt, use and/or misuse of the prize, and you agree that these entities are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the promotion and/or the awarding of any prize other than as expressly set forth in these Official Rules. By entering, you further agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees and disbursements; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and each entrant hereby waives all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for reasonable and actual out-of-pocket expenses. ***For New Jersey residents, the limitations set forth above are inapplicable where attorneys’ fees, court costs, or other damages are mandated by statute.***

Choice of Law; Venue: These rules and any disputes relating hereto are governed by the internal laws of the State of New York, without regard to principles of conflicts of laws, and by entering the Sweepstakes you consent to the exclusive jurisdiction of the state and federal courts located in New York City for resolution of any disputes relating to the Sweepstakes and waive any objection thereto.

Additional Rules: Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sweepstakes Entities are not responsible for: (i) lost, late, misdirected, damaged, garbled or illegible entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, mobile device, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's mobile device related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of the judges. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from the Sweepstakes any person it believes has intentionally violated these Official Rules; and (ii) suspend, modify or terminate the Sweepstakes if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper play of the Sweepstakes. If Sweepstakes is terminated before the end date, Sponsor will determine the winner from all eligible entries received as of the termination date.

Publicity Release: Subject to applicable laws, each winner hereby consents to allow MoviePass and its partners or affiliates to the use of his/her name, voice, picture and/or likeness without compensation for promotion purposes. In addition to the foregoing and as a condition to receiving his/her prize, each winner may be required to execute a separate release requested by MoviePass, subject to applicable laws.

Data: Any information you submit to Sponsor is subject to Sponsor's Privacy Policy at <https://moviepass.com/privacy>.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE SWEEPSTAKES WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

Winner List: For the name of the winner, available after September 6, 2018, send a stamped, self-addressed envelope to: MoviePass Ultimate Getaway Winner List, 175 Varick Street, New York, NY 10014. Request must be received by September 30, 2018.

Sponsor: The Sponsor of this Sweepstakes is MoviePass Inc., 175 Varick Street, Suite 609, New York, NY 10014.