## Orgrim SDCC Sweepstakes OFFICIAL RULES

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

**PROMOTION DESCRIPTION:** Orgrim SDCC Sweepstakes (the "**Sweepstakes**") begins on or about July 9, 2015 at 12:00 p.m. Eastern Time ("**ET**") and ends on July 12, 2015 at 11:59 p.m. ET (the "**Promotion Period**"). At the end of the Promotion Period, a random drawing will be conducted to select up to twenty (20) Grand Prize winners from among all eligible entries received during the Promotion Period as more fully set forth below. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Legendary Pictures Productions LLC, 2900 W. Alameda Ave., Ste 1500, Burbank, CA 91505 ("**Sponsor**"), which shall be final and binding in all respects.

**ELIGIBILITY:** Open only to entrants who are of the legal age of majority in their state and/or country of residence at the time of entry, and is void in and to residents of countries currently subject to United States embargo or on the United States list of state sponsors of terrorism and where prohibited by law. For a current list of countries currently subject to United States embargo or on the United States list of state sponsors of terrorism, go to <a href="http://www.pmddtc.state.gov/embargoed\_countries/">http://www.pmddtc.state.gov/embargoed\_countries/</a> and <a href="http://www.state.gov/j/ct/list/c14151.htm">http://www.state.gov/j/ct/list/c14151.htm</a>. Officers, directors and employees of Sponsor and its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively, the "**Promotion Entities**"), and each of their immediate family members and/or people living in the same household are NOT eligible to enter the Sweepstakes or win a prize. This Sweepstakes is void where prohibited. This Sweepstakes is in no way sponsored by, or affiliated with, Twitter.

HOW TO ENTER: Sign in to your Twitter account. If you do not have a Twitter account, visit www.twitter.com to create one. Twitter accounts are free. All terms and conditions of Twitter.com apply. Once logged into your Twitter account, follow the links and instructions to become a follower of @legendary. During the Promotion Period, an official tweet will be posted from the @legendary handle, prompting you to retweet. You have until the end of the Promotion Period to retweet this tweet in order to be eligible to enter. By retweeting the Sweepstakes tweet, you will automatically receive one (1) entry into the Sweepstakes. Only one (1) entry, per person will be accepted. Subsequent attempts made by the same individual to submit multiple entries by using multiple Twitter accounts or otherwise may be disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means will be disqualified. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the authorized account holder of the e-mail address associated with the Twitter account of the entry, which the entrant will have the obligation to establish. Authorized account holder is defined as the person assigned to an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses. All materials submitted become the property of Sponsor and will not be returned. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

SMRH:202821129.1 -1-

WINNER SELECTION AND NOTIFICATION: After the Promotion Period, up to one (1) Grand Prize winner will be selected in a random drawing conducted by Sponsor from all eligible entries received throughout the Promotion Period. Each potential winner will be notified using direct message on Twitter. Time is of the essence in awarding the Grand Prize. The potential winner must then contact Sponsor using that contact information within twenty four (24) hours of notification. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential prize winner does not respond within twenty four (24) hours of the first notification attempt, or if a prize or prize notification is returned as unclaimed or undeliverable to such potential prize winner, such potential prize winner will forfeit the applicable prize and an alternate prize winner may be selected. 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 applicable prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential prize winners of in accordance with such procedure, and if there is still no confirmed prize winner after such attempts have been made, if any, the applicable prize may go unawarded. Canadian residents may need to correctly answer a time-limited, mathematical skill-testing question, without assistance of any kind, whether mechanical, electronic or otherwise, prior to being declared a winner.

**PRIZES/ODDS:** One (1) Grand Prize is available. Each Grand Prize consists of one (1) Warcraft movie shield prop. The approximate retail value of the Grand Prize is three thousand dollars and zero cents (\$3,000.00).

## Actual odds of winning depend on the number of participants in the Sweepstakes.

GENERAL PRIZE CONDITIONS: No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Sweepstakes materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. Each prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Each potential prize winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If any potential winner fails or refuses to sign and return all Prize Claim Documents within the time frame required by Sponsor, the winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Acceptance of a prize constitutes winner's (or any minor winner's parent or legal guardian) permission for the Promotion Entities to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. By participating in the Sweepstakes, entrants

SMRH:202821129.1 -2-

(and any minor entrant's parent or legal guardian) agree that the Promotion Entities and Twitter: (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize; and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. The Promotion Entities assume no responsibility for any injury or damage to entrants or any other person, or to entrant's or any other person's computer or telephone equipment relating to or resulting from entering, participating in or downloading materials or software in connection with this Sweepstakes or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person in connection with this Sweepstakes or any other contest, sweepstakes, promotion or event of any kind or nature sponsored or administered by Sponsor or its affiliate, subsidiary or parent companies, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, softwaregenerated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then Sponsor shall have the right to modify, suspend, extend or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date or time, Sponsor will (if possible) select the prize winner(s) from all eligible, non-suspect entries received up to the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with the law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**PRIVACY**: Entry information may be shared with Sponsor's Sweepstakes partners to the extent entrants agree at the time of entry or to the extent required for prize fulfillment purposes. Except as otherwise

SMRH:202821129.1 -3-

contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personal information collected in connection with the Sweepstakes will be used in accordance with Sponsor's privacy policy located at http://www.legendary.com/about/privacy.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

ARBITRATION PROVISION: By participating in this Sweepstakes, each entrant (and any minor entrant's parent or legal guardian) agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (a) the Sweepstakes, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Los Angeles, California; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Sweepstakes; (v) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount. Sponsor agrees to pay them and/or forward them on entrant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

**WINNER'S LIST/OFFICIAL RULES**: To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to: Orgrim SDCC Sweepstakes Winners List, Legendary Pictures Productions, LLC, 2900 West Alameda Blvd, Suite 1500, Burbank, CA 91505. All such requests must be received within six (6) weeks after the end of the Promotion Period.

© 2015 Legendary Pictures Productions LLC. All Rights Reserved.

SMRH:202821129.1 -4-