

Terms and Conditions of Application/Entry for Video Contest

By entering a Submission or application, the entrant or participant agrees to fully participate in the production of a video or audio visual content created pursuant to the Submission or application and attend all promotional events,

The entrant or participant certifies and represents that (i) entrant has not been previously awarded a prize, or award during any other contest or promotion conducted by Sponsors or its affiliates; (ii) has all rights and licenses necessary to grant to San Antonio Sound Garden, Alamo City Studios and Santikos Theaters, Inc. (“Sponsors”) the rights granted in the video or audio visual content, as created pursuant to the Submission or application; (iii) the video or audio visual content created pursuant to the Submission or application shall not depict products competitive with those of Sponsors, all as determined by Sponsors in its sole discretion.

By entering the Contest and/or submitting the Submission or application, you hereby grant to Sponsors and its licensees, successors, and assigns a worldwide, non-exclusive, perpetual, irrevocable, transferable, fully paid-up, royalty-free right and license, with the right to sublicense: to use, reproduce, prepare derivative works, copy, adapt, modify, distribute, reference, store, cache, license, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit all video or audio visual content created as part of the Contest, in whole or in part, for commercial or non-commercial purposes, but limited to the marketing, promoting and advertising of Sponsors’ brand or brands, products and services, including as incorporated in video or audio visual content, text, graphics, artwork, photographs, templates, and other content or materials created by or on behalf of Sponsors (the “Sponsors Materials”), on and through third-party distribution channels selected by, but not affiliated with, Sponsors; you also grant Sponsors the right to sublicense these rights to third parties, in any form, medium or technology now known or later developed.

Other terms and conditions may apply.

OFFICIAL GENERAL CONTEST RULES

Any individual who enters, attempts to enter or in any way participates or attempts to participate in any contest, sweepstakes or giveaway (“Contest”) conducted by Santikos Theaters, Inc (“Santikos”) (each such individual is hereinafter referred to as a “Participant”) agrees to be bound by the terms and conditions provided in these Official General Contest Rules (“General Rules”), as well as by Santikos’ interpretations of these General Rules which are final and binding in all matters relating to any Contest. Some Contests will have specific rules developed for them (“Specific Contest Rules”). In the event there is a discrepancy or inconsistency between these General Rules and the Specific Contest Rules, the Specific Contest Rules shall control.

NO PURCHASE NECESSARY:

Unless otherwise noted, no purchase is necessary to enter or win a prize. A purchase will also not

improve your chances of winning.

APPLICABLE LAW (VOID WHERE PROHIBITED):

All Contests are subject to and governed by applicable federal, state and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law.

CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:

Santikos reserves the right to cancel, terminate, modify or suspend any Contest if the Contest is not capable of being completed as planned for any reason, including, but not limited to, infection by computer virus, “bugs,” tampering, unauthorized intervention, fraud, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of any such Contest. The decision of Santikos to cancel, terminate, modify or suspend any Contest shall be final in all respects.

CONTEST DESCRIPTIONS:

All Santikos Contests will be described through electronic, print or promotion and governed by these General Rules unless the Contest has Specific Contest Rules developed for it.

ELIGIBILITY:

Geographical, Age and Parental Consent Requirements: Unless otherwise specified, each Contest is open to legal residents of the state of Texas, who are at least 18 years of age or older at time of entry. If a Participant has not reached the age of majority in the jurisdiction in which the Participant resides, they must obtain permission from their parent or legal guardian prior to entering a Contest.

Contest Entity and Immediate Family Member Disqualification: The officers, directors, employees, contractors, and agents of Santikos, San Antonio Soundgarden and Alamo City Studios and any entity involved in the sponsorship, development, production, implementation and distribution of any Contest as well as their respective parents, affiliates, divisions, subsidiaries and successor companies (the “Contest Entities”), and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in any Contest and do not qualify as Participants. “Immediate family members” shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws”, or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

Past Prize Winners: Participants may only win a Contest once every thirty (30) days. However, where a Participant has won a prize valued over \$600, the Participant is ineligible to win another prize for a period of twelve (12) months. Participants who have won an Santikos Contest in the last thirty (30) days or who have won prizes valued over \$600 in the last twelve (12) months are ineligible.

Employer Restrictions: Participant is solely responsible for reviewing and understanding Participant’s employer’s policies regarding Participant’s eligibility to participate in contests. Participant may be disqualified from entering into this Contest or receiving prizes if Participant is participating in this Contest in violation of his or her employer’s policies.

HOW TO ENTER:

Methods: Contest entries may be submitted as advertised or otherwise prescribed by Santikos for the

Contest. Where entry is available via electronic mail or web, participation is limited to Participants who had access to electronic mail and/or the internet (as applicable) prior to the beginning of the Contest.

Entry Period: Entries must be made during the time periods advertised or otherwise prescribed for each Contest (the "Entry Period") and, unless otherwise stated, will require at a minimum the Participant's name, address, daytime telephone numbers and age.

Entries Are the Sole and Exclusive Property of Santikos: All Contest entries and/or related submissions become the sole and exclusive property of Santikos upon transmission. Contest entries will not be returned and may be used by any Contest Entity for any purpose whatsoever related to any Contest, without additional compensation to the participant or any other individual or entity.

Disclaimer of Responsibility for Entries: Santikos is not responsible for problems with Contest entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of Santikos.

Multiple Entries: Unless otherwise limited by Santikos, multiple entries are permitted.

False Fraudulent or Deceptive Entries or Acts: Participants who, in the view of Santikos, provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and subject to criminal prosecution.

SPECIFIC ENTRY-METHOD RULES:

Electronic Mail Entries: This Contest accepts electronic mail entries and web entries, all entries must be received by Santikos by the Entry Period deadline. Electronic mail entries should be sent to the email address designated during the Contest advertisement. The electronic mail account holder will be deemed the Participant for any electronic mail entries.

Drop Box Entries: If a Contest accepts entry forms by deposit in an entry box, entries must be deposited in an official entry box by the announced deadline. Unless otherwise stated, no purchase is necessary in order to deposit an entry in the official entry box. Only official entry forms will be considered, and entries on reproduced forms will be disqualified.

Web Entries: If a Contest accepts web entries, Participants must accurately complete all required fields or the entry will be deemed incomplete and will not qualify.

PARTICIPATION PROBLEM DISCLAIMER:

Even if alleged to be caused by the sole or partial negligence of Santikos or other Contest Entity, Santikos and the other Contest Entities are not responsible for any problems which affect, or result from, Participation or attempted Participation in the Contest. This includes, but is not limited to, the following problems: Incorrect, incomplete or inaccurate entry information; Human errors; Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software; Identity theft; Tampering, destruction or unauthorized access to, or alteration of, entries or computer data; Network hackers or other unauthorized access to Santikos's computer network; Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks; Printing errors; Equipment

malfunctions; and Late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries.

RELEASE OF LIABILITY AND INDEMNIFICATION:

As consideration for entering a Contest, all Participants agree to RELEASE, DISCHARGE AND COVENANT NOT TO SUE Santikos, the other Contest Entities (San Antonio Sound Garden and Alamo City Studios) and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, shareholders, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the "Released Parties"), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest, including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the Released Parties. Additionally, as consideration for entering the Contest, all Participants agree to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties in any action or proceeding from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions (including but not limited to tort actions, product liability actions, wrongful death actions, warranty actions, breach of contract actions, privacy and defamation actions, misappropriation of likeness actions, identity theft, loss of consortium claims), expenses and attorney fees that they or anyone on their behalf (including but not limited to their heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to their participation in the Contest or for their failure to comply with the terms of the above release provision. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly caused in whole or in part by the strict liability or negligence in any form of the Released Parties.

ODDS OF WINNING:

The odds of winning any Contest and/or prize will depend upon the number of Contest Participants.

PRIZES:

The actual prizes and value of each prize may vary for each Contest. Descriptions of prizes will be announced for each Contest separately. No transfer, assignment or substitution of a prize is permitted, except Santikos reserves the right to substitute a prize for an item of equal or greater value in the event an advertised prize is unavailable. Any difference between the actual value and the approximate retail value of any prize will not be awarded. No substitution or cash equivalent will be made. Santikos reserves the right to substitute a prize of equal or greater value if the awarded prize is unavailable for any reason. If tickets to an event are awarded as a prize, Santikos is not responsible for any cancellation or rescheduling of the event for any reason and has no obligation to reimburse, refund or otherwise substitute the tickets for another prize should the event not be rescheduled or vouchers not issued. Should travel be part of the prize, Santikos is not responsible for cancellations or delays in travel accommodations and has no obligation to reimburse, refund or otherwise substitute any tickets awarded as a part of a travel prize due to such cancellations or delays.

TAXES:

The Participant prize-winner is solely responsible for determining and paying all federal, state and local taxes (including any sales taxes). Any person winning over \$600 in prizes during any one year period will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

Winner Selection:

Prize winners will be selected per the criteria announced for the Contest. If the Contest requires Participants to answer trivia, provide information or otherwise perform in some manner to participate and qualify to win, the decisions of Santikos and/or the other judges will be final as to all matters including the accuracy and/or completeness of the answer, as well as the quality of the information or other performance. If a winner is unable to be notified for any reason for any amount of time, the

applicable prize may be forfeited and awarded to an alternate winner.

HOW TO CLAIM PRIZE:

Claiming the Prize: The Participant prize-winner must pick up their prize at Santikos's business office located at 4630 N Loop 1604 W, suite 501, San Antonio, Texas 78249. The prize may be picked up any time between the hours of 9:00 a.m.-5:00 p.m. (Central Standard Time) Monday-Friday, excluding holidays. From time to time, in its sole discretion, Santikos may agree to mail the prize. In the event that a prize is mailed to the winner, the winner will initially be sent any required releases and prize claim forms along with a return, pre-paid overnight delivery air bill. Failure by the winner to return completed forms within five (5) business days may lead to forfeiture of the prize. In the event the prize is mailed to the winner, the winner assumes the risk of the prize's safe arrival.

Prerequisites to Prize Award: Prior to being awarded a prize, winners are required to provide (1) a valid government-issued photo identification depicting proof of age and (2) a valid taxpayer identification number or social security number. The social security number will be used for tax-reporting purposes (3) pass a criminal background check. Santikos reserves the right to deny awarding the prize if the winner fails to provide satisfactory identification or pass a criminal background check as determined in Santikos's sole discretion.

Winners, and, to the extent the winner is a minor then their parent(s) or legal guardian(s) as well, may be required to execute an Affidavit of Eligibility/Release of Liability, a completed IRS W-9 and a Publicity Release before any prize is awarded. By entering a Contest, Participant agrees to execute these documents if selected as a winner in order to receive their prize. If the prize is travel tickets involving travel partners, the travel partners will be required to meet minimum age eligibility requirements and to execute an Affidavit of Eligibility/Release of Liability prior to receiving the companion travel ticket. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the prize.

Prize Forfeiture: Unless otherwise stated, winners shall have thirty (30) days from the date of selection to claim and pick up their prize. Failure to claim and pick up prize within this time for any reason will result in forfeiture of the prize. Santikos reserves the right, in its sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes.

Additional Costs: Any costs relating to the prizes are the sole responsibility of the winner.

PUBLICITY RELEASE:

Unless prohibited by applicable law, Participant authorizes and irrevocably grants to Santikos and the other Released Parties (as defined above) permission to, from time to time, reference and discuss Participant and their participation in the Contest in publications and/or on their website(s) in photographs, video recordings, digital images, audio recordings, as well as in newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose Santikos and/or the Released Parties deem proper. Such reference and discussion may involve Participant's name and voice, and other personal/biographical material or

their participation on-air.

DISQUALIFICATION:

All participants agree to be bound by these General Rules. Non-compliance with any of these General Rules will result in disqualification and all privileges as a Participant will be immediately terminated. Santikos, in its sole discretion, further reserves the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SANTIKOS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

RULES CHANGES AND INTERPRETATIONS:

Santikos reserves the right in its sole discretion to supplement or make changes to these General Rules as well as the rules of any contest at any time without notice. Santikos reserves the right in its sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants.

GOVERNING LAW AND JURISDICTION:

This Contest shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of laws principles. By entering the Contest, Participants hereby submit to the jurisdiction and venue of the federal and state courts of Bexar County Texas and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. In no event, will any Participant be entitled to injunctive relief or equitable relief of any kind, or restrain the continuation of any Contest.

GENERAL RULES/LIST OF WINNERS:

Copies of these General Rules (as well as any Specific Contest Rules) may be obtained by sending a self-addressed stamped envelope to: Santikos, Official Contest General Contest Rules (or the Specific

Contest Rules), 4630 N Loop 1604 W, suite 501, San Antonio, Texas 78249 These General Rules may also be found at <https://www.santikos.com/musicvideo>.

For a list of any Contest winners send a self-addressed, stamped envelope to: Santikos [Contest Name]'s 4630 N Loop 1604 W, suite 501, San Antonio, Texas 78249.

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