

FILMMAKER VIDEO CONTEST SPECIFIC RULES

CONTEST PERIOD: RIFFS AND REELS MUSIC VIDEO SHOWCASE (the “Contest”) begins 6:30 p.m. Central Time (“CT”) on May 19, 2017 and ends 11:59 p.m. CT on June 12, 2017 (the “Contest Period”). The “Administrator” and “Sponsor” (Santikos Theaters Inc.) computer shall be the official timekeeping device for this Contest. Please visit www.worldtimeserver.com or other world time database to determine local time.

MANDATORY ENTRY GUIDELINES FOR MUSIC VIDEO/AUDIO VISUAL CONTENT:

1. Entry must be no longer than 5 minutes in length.
2. Entry must contain standard opening and closing credits and single card credit for Santikos Theaters Inc., San Antonio Soundgarden and Alamo City Studios (single card form and content to be provided by Alamo City Studios).
3. Director of video/audio visual content shall have “final cut” subject to contest specific rules, terms and conditions of the contest and general rules of the contest.
4. Entry must be in one of the following formats: .mpeg, .mpg4, .avi, .mov, .flv or .wmv.
5. Entry must include the complete soundtrack of Artists song in its original continuity as provided by Artists. Entry shall only include Artists song as the sole music in the video/audio video content.
6. Entry may not have been submitted previously in a contest of any kind or previously exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends, and family) through any means.
7. Entry must not (and Entrants represent and warrant that it will not), violate or infringe any third-party copyright, trademark, trade dress, or other proprietary right of any entity or person (living or deceased), including but not limited to rights of privacy, publicity or portrayal in a false light.
8. Entry must not make reference to any commercial/corporate advertising, including but not limited to corporate logos, brand names (other than Sponsor), slogans, political, or religious statements, or be otherwise objectionable, as determined in Sponsor/Administrator sole discretion.
9. Entry must not include any representation of celebrities, athletes, musicians (other than Artist), or any other public or private figure living or dead, or include any anti-social, political or religious groups, any commercial solicitation or promotional materials or address, phone number, or URL address.
10. Any Entry deemed inappropriate or unsuitable, in Sponsor/Administrator sole discretion, will be disqualified.
11. Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
12. Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor, the Released Parties, or their respective products and services, the Artist, or other people, products or companies.

13. Language: All content shall be in the English language unless otherwise agreed by the Sponsor. Scripted portion of Foreign language films must contain English subtitles or be dubbed in English, unless otherwise agreed by the Sponsor.
14. All entries must be submitted by Contest deadline.
15. No Entry may be publicly distributed in any media prior to June 20, 2017 at Sponsor's Music Video Showcase event.
16. Sponsor, in its sole discretion, shall decide how long Entrants have to work on their video/audio video content. Notwithstanding the foregoing, all entries must be submitted to Sponsor by Contest deadline.

By submitting an Entry, you understand that if your Entry is deemed a Finalist, it will be posted for members of the general public to view and any such posting will be deemed made at the direction of the Entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

FINALIST JUDGING: All submitted Entries will be judged by a panel of expert judges (“Judges”) selected by Sponsor in its sole discretion to select up to ten (10) Finalists, based on the following judging criteria: Originality & Creativity (40%); Technical Proficiency (35%); and Overall Appeal of Video (25%). In the event of a tie, tied Entries will be rejudged based solely on Originality & Creativity (100%). Limit one (1) Finalist per family/household.²

GRAND PRIZE JUDGING: The ten (10) Finalist Entries will be re-judged by member(s) of Artist (or an expert judge in the event of Artists unavailability) and Judges to determine the 1st, 2nd & 3rd Prize winners (subject to verification and compliance with these Official Rules), based on the following criteria: Originality & Creativity (40%); Technical Proficiency (35%); and Overall Appeal of Video (25%). The Finalists with the highest combined score will be determined the 1st, 2nd & 3rd Prize winners. In the event of a tie, tied Entries will be rejudged based solely on Originality & Creativity (100%).

WINNER NOTIFICATION AND VERIFICATION: Potential winners will be contacted via phone/email provided at time of Entry and will then be required to complete and return via email/mail, an Affidavit (or Declaration) of Eligibility, Release of Liability/Prize Acceptance Form and a Publicity Release (where imposing such condition is lawful) and Assignment of Rights (collectively, “Prize Documents”). Prize Documents for potential winners will be sent to the email address submitted at the time of Entry. Potential winners will be required to sign and return Prize Documents via email/mail within five (5) days of notification attempt or prize may be forfeited and an alternate winner may be determined. Return of prize notification as undeliverable may result in disqualification and an alternate may be determined. Potential winner understands and agrees that, as a condition of being considered a winner, he/she may be subject to a background check, at the sole discretion of Sponsor. At the discretion of the Sponsor, potential winner may be disqualified if the background check indicates that he/she: (a) has been charged with or convicted of a felony; (b) charged with or convicted of a misdemeanor involving moral turpitude or other conduct that Sponsor in its discretion determines may reflect unfavorably on the Contest or Sponsor; (c) has been personally involved in interaction deemed by the Sponsor as negative with government/state child & family services/protection agencies; or (d) is not eligible for the Contest or otherwise has not adhered to all requirements set forth in these Official Rules. In such event, an alternate potential winner will be selected. Winners may be required to participate in any media interviews, at the sole discretion of Sponsor, with no additional compensation, unless prohibited by law. If a U.S. winner, a 1099 tax

statement will be filed with the IRS for the winner for the value of the prize in the year the prize is fulfilled. For all non-U.S. Winners, up to 30% of the Prize value may be due to the IRS to comply with U.S. tax laws. Depending on your country of residence, taxes may also be due to one or more jurisdictions.

GENERAL RULES: By downloading the Sponsor Files and/or participating in the Contest, Entrants agree to be bound by these Specific Contest Official Rules and the decisions of the Sponsor/Judges. Sponsor decisions are final on all matters relating to the Contest and are not subject to appeal. Usage of the Sponsor Files for any reason other than Entry is prohibited and could be subject to licensing fees and/or criminal prosecution. Sponsor assumes no responsibility or liability for damages, losses or injury resulting from acceptance or use of any prize. In no event will more than the stated number of prizes be awarded. All Entries will be declared made by the authorized account holder of the email address submitted at the time of Entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. **NOTICE: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** The Sponsor and its agencies are not responsible for technical, hardware, software or telephone malfunctions or failures of any kind, including any injury or damage to any persons computer related to or resulting from participating in or experiencing any materials in connection with the Contest, lost, late stolen, misdirected, damaged, incomplete and/or garbled Entries, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Contest or by any human error which may occur in the Contest. Consequently, Sponsor and its agencies are not liable in the event your Entry is not captured due to the aforementioned reasons. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Entry/voting process or the operation of the Contest; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor failure to enforce any term of these Specific Contest Official Rules shall not constitute a waiver of that provision. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest or the Website, Sponsor reserves the right to cancel the Contest and determine the winners based on the judging criteria (and votes, as applicable) in accordance with these Official Rules. If the voting portion is cancelled before there are any votes, the Fan Favorite winner would be determined by the judging criteria listed above. By participating in the Contest, each Entrant agrees that the Released Parties (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 Contest or any Contest-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 prizes quality or fitness for a particular purpose. FOR RESIDENTS OF THE UNITED KINGDOM: THIS RELEASE DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF SPONSOR OR ADMINISTRATOR. FOR RESIDENTS OF FRANCE AND GERMANY: THIS RELEASE DOES NOT APPLY TO CLAIMS AGAINST SPONSOR, ITS REPRESENTATIVES AND ITS VICARIOUS AGENTS FOR DAMAGES BECAUSE OF PERSONAL INJURY OR DEATH, AND TO CLAIMS FOR DAMAGES IN CASE OF INTENT OR GROSS NEGLIGENCE BY SPONSOR, ITS REPRESENTATIVES OR VICARIOUS AGENTS.

RELEASE AND GRANT OF RIGHTS: By entering or participating in the Contest, each entrant acknowledges and agrees that: (a) Sponsor is granting entrants a limited, non-exclusive license to use the Sponsor Files (defined as “any video/audio visual content created for the Contest”) solely in connection with, and solely as a part of, the Contest, (b) entrants shall have no right, title or interest in the Sponsor Files, and (c) any use of the Sponsor Files other than as permitted by these Specific Contest Official Rules may infringe upon Sponsor's intellectual property rights. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant into the Contest hereby irrevocably grants Sponsor, their respective successors and assigns, a non-exclusive license (but not the obligation) to reproduce, publicly perform, stream, exploit and otherwise use the Entry throughout the universe, in perpetuity, for any reason whatsoever, including but not limited to advertising, marketing, publicity, promotion and exploitation of the Sponsor, and/or the Artist, without further notice to, consent by, or payment to entrant. Without in any way limiting the foregoing, Sponsor shall have the right, in their sole discretion, to edit, composite, morph, scan, duplicate, or alter the Entry for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Sponsor and shall have the right to freely assign their rights hereunder, in whole or in part, to any person or entity. Sponsor and shall retain the rights granted in each Entry even if the Entry is disqualified. You also hereby grant to and the Sponsor an unrestricted, worldwide, perpetual, irrevocable, fully paid-up, royalty-free, fully sublicensable and transferable right to use your name, nickname and biographical information (collectively “Personal Content”), in composite or distorted form or as otherwise incorporated into other creative works of authorship, in any media, format or technology, whether now known or hereafter discovered, and in any manner including all promotional, advertising, marketing, publicity, and commercial uses and ancillary uses thereof, without any further notice or payment to or permission needed from you (except where prohibited by law). Without limitation of the foregoing, submission of an Entry constitutes your agreement that and the Sponsor may display the Entry online for public viewing (whether on the Sponsor web pages, applications or on third party web pages or applications), to incorporate the Entry in online and offline promotional advertising, marketing, and/or other commercial materials, and to reproduce, adapt and distribute the Entry in all media whether now known or later developed. You waive any right to droit morale, inspect or approve uses of the Entry or to be compensated for any such uses. Entrant may include Entry in his/her personal portfolio, including Behance, after the Contest Period.

REPRESENTATIONS AND WARRANTIES: Each entrant represents and warrants that he or she has read, understands and will follow the Official Rules. Entrants further represent and warrant that their Entry and all materials and matter therein: (1) (except for elements that are within the public domain or are Sponsor Files) are wholly original with such Entrant and are not a copy or imitation of any other material; (2) will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations; and (3) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Each Entrant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Specific Contest Official Rules and the consent of no third parties are required to grant the rights hereunder. Entrant further acknowledges and agrees that he/she has not previously granted, assigned or otherwise hypothecated his/her Entry to any other third party. Further, each Entrant represents and warrants that Sponsor use of any Entry shall not violate an agreement to which such Entrant has signed. Entrants agree to indemnify and hold the Released Parties harmless from and against any third party claim, to the extent relating to any breach or alleged breach of any representation, warranty or covenant made by such Entrant in connection with his or her acceptance of these Specific Contest Official Rules or Contest activities.

PRIVACY: Any personal information that an Entrant provides in connection with the Contest shall be used by Sponsor and Administrator to administer this Contest, contact Entrants, and for the other purposes set forth in the Sponsor's privacy policy. If Entrant authorizes, by opting in at time of Entry, Sponsor may provide entrant with information relating to products, services and promotions of Sponsor and affiliates of Sponsor. For non-U.S. residents: Your personal data will be transferred to the United States. If you are a non-U.S. resident, you may have a right of access to, modification and withdrawal of your personal data. You may also have the right of opposition to the data collection, under certain circumstances.

NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and the Released Parties is not a confidential, fiduciary, or other special relationship, and that the Entrant's decision to provide the Entrant's Entry to Sponsor for purposes of the Contest does not place the Released Parties in a position that is any different from the position held by members of the general public with regard to elements of the Entrants Entry. Each Entrant understands and acknowledges that the Released Parties have wide access to ideas, stories, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas may be competitive with, similar or identical to the Entry and/or each other in theme, idea, plot, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of any Released Party's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Released Parties do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Entry. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of a Released Party's actual or alleged exploitation or use of

any Entry or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief, and Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

NO OBLIGATION TO USE: Sponsor shall have no obligation (express or implied) to use any Entry or to otherwise exploit any Entry, or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Entry for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof.

DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS: Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any Voting Period date(s) or deadline(s) set forth in these Specific Contest Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of Entrants who will participate in the Contest.

FURTHER DOCUMENTATION: If Sponsor shall desire to secure additional assignments, certificates of engagement for the Entry or other documents as Sponsor may reasonably require in order to evidence or effectuate the rights granted in these Official Rules, then each Entrant agrees to sign, authenticate and deliver the same upon Sponsor's request therefor.

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 CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES OF AMERICA AND THE INTERNAL LAWS OF THE STATE OF TEXAS WITH VENUE IN BEXAR COUNTY TEXAS, 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 Contest, each Entrant (agrees: (i) that any and all disputes the Entrant may have with, or claims entrant may have against, the Released Parties relating to, arising out of or connected in any way with (a) the Contest, (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.