

GLADITOR II SWEEPSTAKES OFFICIAL RULES

CONSUMER DISCLOSURE: YOU HAVE NOT YET WON. NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

The "**Gladiator II Sweepstakes**" ("Sweepstakes") is sponsored by Allen Theatres, Inc ("Sponsor"). The Sweepstakes is governed by these official rules. By participating in the Sweepstakes, each entrant agrees to these official rules, including all eligibility requirements, and understands that the results of the Sweepstakes are final in all respects. The Sweepstakes is subject to all federal, state and local laws and regulations and is void where prohibited by law. **Odds of winning depend on the number of eligible entries received.**

SWEEPSTAKES PERIOD

The Sweepstakes begins on **November 19th at 6:30PM MST** and ends on **December 27th at 11:59PM MST** (the "Sweepstakes Period").

ELIGIBILITY

The Sweepstakes is open to legal residents of New Mexico, Arizona, and Colorado, who are **18** years of age or older at time of entry.

Employees, officers and directors of Sponsor, its co-sponsors, and its agents, consultants, and immediate family members (defined as parents, spouses, children, siblings and grandparents) and persons living in the same household are not eligible to win. Sponsor reserves the right to verify eligibility.

HOW TO ENTER

To enter the Sweepstakes:

1. A participant must enter via the sweepstakes page on allentheatresinc.com by submitting their first name, last name, phone number, birthday, preferred Allen Theatres location, email address, street address, and gender.

GENERAL CONDITIONS OF ENTRY

After completing entry method, you will receive one entry into the Sweepstakes. Receipt of entries will not be acknowledged, and proof of submission of an entry will not be deemed proof of receipt. Sponsor has no obligation to advise an entrant of an incomplete or otherwise non-compliant entry. Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete, garbled or misdirected entries, which will be disqualified. All entries become the exclusive property of Sponsor and will not be returned. Mass entries or entries generated by a script, macro or use of automated devices will be disqualified. Any individual who attempts or encourages the entry of multiple or false contact information under multiple identities or uses any devices or artifice to enter or encourage multiple or false entries, as determined by Sponsor, will be disqualified. In the event of a dispute regarding online entry, entry information will be declared submitted by the authorized account holder of the email address submitted at the time of entry. By entering, entrants agree that the Sponsor is not responsible for (i) any injury or damages to the entrant's or any other person's computer related to or resulting from downloading any materials for the Sweepstakes; (ii) lost, interrupted or unavailable network server or other connection, miscommunications, failed phone or computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, or (iii) late, lost, damaged, misdirected entries or other error of any kind whether human, mechanical or electronic. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder.

PRIZES

One (1) total prize(s) to be awarded.

One (1) Squamata Armor Prop

(ARV: \$599)

Sponsor makes no warranties, representations or guarantees relative to any prize, and disclaims all liability for the provision, use, quality or nature of any third party product or service provided to the prize winner. **Prize winner is responsible for all taxes resulting from acceptance and use of the prize, and all costs and expenses not specified as part of the prize.** Except for the prize values, prize winner will not receive any additional monetary compensation or acknowledgement for participation in the Sweepstakes, any advertisement or other material.

WINNER SELECTION

One (1) prize winner will be randomly selected on or about December 30th by 12pm MST from all eligible entries received during the Sweepstakes Period. Potential winner will be notified by email or phone. If a potential winner cannot be contacted within one week of notification, that potential winner may be disqualified. Upon the request of Sponsor, the potential winner will be required to return an Affidavit of Eligibility, Release and Prize Acceptance Form. If a potential winner fails to comply with these official rules, that potential

winner will be disqualified. The prize may not be awarded if an insufficient number of eligible entries are received.

ADDITIONAL LIMITATIONS

Prizes are non-transferable except by Sponsor and must be accepted as awarded. Prizes cannot be used in conjunction with any other promotion or offer. No substitution or cash equivalent of a prize is permitted; however, Sponsor reserves the right to substitute any prize with another of equal or greater value. No winner is entitled to the difference between the approximate retail value and the actual value of any prize. Sponsor is not responsible for any typographical or other errors in the offer or administration of the Sweepstakes, including, but not limited to, errors in the printing or posting of the offer or official rules, the selection and announcement of any winner, the distribution of the prize, or shipping/pickup of the prize. Any attempt to damage the content or operation of the Sweepstakes is unlawful and subject to legal action by Sponsor or its agents. Sponsor reserves the right, in its sole discretion, to modify, cancel, terminate or suspend this Sweepstakes if the Sweepstakes cannot be operated as planned or should virus, bugs or other causes beyond Sponsor's control corrupt or impair the administration, security or proper play of this Sweepstakes. In such event, Sponsor reserves the right to void the entries at issue or cancel the Sweepstakes and select a winner from the eligible entries received up to the time of cancellation that have not been compromised. Sponsor will not replace any lost or stolen prize items. The Sponsor and any telephone network or service providers are not responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any web site or online service or any other error, human or otherwise.

LIMITATION OF LIABILITY

BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, SWEEPSTAKES ADMINISTRATOR AND THEIR RESPECTIVE PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES) WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), CONTRACT, WARRANTY, STRICT LIABILITY, RELIANCE OR UNDER ANY OTHER THEORY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES AND THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE THAT MAY BE WON, AND WHETHER OR NOT SPONSOR, OR SWEEPSTAKES ADMINISTRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SPONSOR, SWEEPSTAKES ADMINISTRATOR AND THEIR RESPECTIVE PARENT, AFFILIATE AND SUBSIDIARY COMPANIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRIZE.

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PUBLICITY/USE OF INFORMATION

By participating, each entrant (or the parent or guardian of such entrant (as applicable), grants Sponsor and its affiliates permission to use his/her name, likeness, or comments for publicity purposes without payment of additional consideration, except where prohibited by law. Personal information collected from entrants during the Sweepstakes is subject to Sponsor's privacy statement available at https://www.allentheatresinc.com/terms_and_conditions.php and, except as otherwise provided in these Official Rules, will be treated in accordance with the terms of that statement. Sponsor may engage certain third party companies to perform services in connection with the administration of this Sweepstakes and information provided by entrants may be collected and used by those third parties for purposes of administration of the Sweepstakes and the fulfillment and verification of prize awards.

WHO WON

The winners name(s) may be requested by sending a self-addressed stamped envelope to: Allen Theatres, Attn: "Gladiator II" Sweepstakes Winner List, 1401 S. Don Roser Dr, Ste C, Las Cruces, NM 88011. Requests must be postmarked by December 30, 2024.