

RUBY GILLMAN INSTANT WIN SWEEPSTAKES

OFFICIAL RULES (“Official Rules”)

This Instant Win Sweepstakes (defined below) in support of the home entertainment release of *Ruby Gillman: Teenage Kraken* (the “Release”) is intended for viewing and participation in the United States of America only and shall be evaluated and construed in accordance with the laws of the United States of America. This Instant Win Sweepstakes is restricted to entrants who are legal residents of the Eligibility Area (defined below) and who are sixteen (16) years of age or older at the time of entering the Instant Win Sweepstakes.

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

1. **ENTRY:** To enter the Ruby Gillman Instant Win Sweepstakes (the “**Instant Win Sweepstakes**”), go to <http://uni.pictures/RGTKSweeps> (“**Website**”) during the Promotion Period (defined below) and follow the prompts to complete the official entry form that must include your name and email address, then press “Submit” to be electronically entered. Instant Win Sweepstakes begins at 12:00 PM Pacific Standard Time (“**PST**”)/3:00 PM Eastern Standard Time (“**EST**”) on September 27, 2023 and ends at 8:59 PM PST/11:59 PM EST on October 4, 2023 (the “**Promotion Period**”). In accordance with the Terms & Conditions for the Universal All-Access Rewards Program, you may have only one (1) account through which you may enter the Instant Win Sweepstakes. Any entries through multiple accounts will be invalidated and ineligible for any prizes. Instant Win Sweepstakes multiple during the Promotion Period; however, (i) you may only the Instant Win Sweepstakes once daily (i.e., once every twenty-four (24) hours) during that time, and (ii) there is a limit of one (1) Prize (as defined in Section 2) per entrant. Mass produced entries will invalidate all entries. Mail-in entries not accepted. Free internet access is available at many public libraries and schools and free e-mail accounts are available through a variety of providers. Otherwise, a service contract with a cellular telephone or wireless Internet or airtime provider may be required. In order to submit an entry for this Instant Win Sweepstakes, you may be using data program time and you may be charged in accordance with your mobile services or wireless Internet contract. DATA RATES MAY APPLY.

2. **PRIZE:** Ten (10) prize packs (each, a “Prize”) are available to be awarded as part of the Instant Win Sweepstakes. Each Prize consists of (i) one (1) pack of Release-themed glitter stickers; (ii) one (1) Release-themed water bottle; (iii) one (1) Release-themed notebook; (iv) one (1) Release-themed slap bracelet; and (v) one Blu-ray copy of the Release. The approximate retail value (“ARV”) of the Prize is sixty one United States dollars (USD \$61.00). Each Prize is non-transferable, non-exchangeable, and not redeemable for cash. Sponsor, in its sole discretion, reserves the right to substitute a Prize for one of equal or greater value if a designated Prize should become unavailable for any reason. ARV is estimated for purposes of these Official Rules only. Sponsor makes no representations or warranties with respect to any Prize. Each Prize includes delivery to one (1) U.S.A. address only, as supplied by selected winner. Any other costs or expenses associated with the Prizes will be the sole responsibility of selected winner. By accepting a Prize, each winner may be required to participate in publicity related to the prize draw/selection, and therefore, agrees to Sponsor's use of his/her name, image, picture, biographical information, statements, voice, and likeness in any advertising and publicity Sponsor may conduct relating to the Instant Win Sweepstakes and/or the Release in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice.

Winners may be additionally required to execute and return, within seven (7) days of Prize notification, an affidavit of eligibility and/or release of liability and publicity (where permitted by law). Each Prize will be awarded provided it is properly claimed and there are sufficient qualified entries received. In the event of forfeiture by any previously selected winner(s), Sponsor shall, in its sole discretion, attempt to award a Prize to an alternate winner. Return of any Prize or Prize notification as undeliverable will result in forfeiture of Prize and selection of an alternate winner. Failure to comply with any requirement of these Official Rules may also result in forfeiture of Prize and selection of an alternate winner.

3. **ELIGIBILITY:** Instant Win Sweepstakes is only open to legal USA residents who: (i) reside within the fifty (50) United States of America and District of Columbia (the “**Eligibility Area**”), (ii) enter from within the U.S.A., and (iii) have reached the age of sixteen (16) years of age or older at the time of entry. For the avoidance of doubt, this Instant Win Sweepstakes is void where restricted or prohibited by law. Employees, officers, and directors of Sponsor and each of its affiliates, subsidiaries, sales representatives, Prize providers, advertising, public relations, and promotional agencies, as well as members of the immediate families (parent, grandparent, child, sibling, step-sibling, spouse, and in-laws) and households of each (whether related or not) are not eligible to participate in or win a Prize in the Instant Win Sweepstakes.

4. **WINNER SELECTION/NOTIFICATION:** Potential Prize winners will be selected in a random drawing from among all eligible entries received. Odds of winning a Prize depend on the total number of eligible entries received. A random drawing will be conducted on or about October 5, 2023, and will be conducted by Sponsor, whose decisions are final and binding in all matters regarding this Instant Win Sweepstakes. Each potential Prize winner will be notified of winning on or about October 19, 2023 by email. If a potential Prize winner cannot be contacted, Sponsor, in its sole discretion, will attempt to contact up to three (3) alternate potential winners of such Prize in accordance with the above-procedure; if no such alternative potential Prize winner can be reached, the Prize in question may go un-awarded if it remains unclaimed. 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 Prize for any reason prior to award, such potential Prize winner will be disqualified and an alternate Prize winner may be selected at Sponsor’s sole discretion. Sponsor is not responsible for any cancellations, delays, diversions, or substitutions, or any act or omission whatsoever with respect to any Prize.

5. **WAIVER OF LIABILITY:** By entering the Instant Win Sweepstakes, each entrant waives the right to assert, as a cost of the chance to win a Prize, any and all costs of redemption or travel to redeem said Prize (if applicable), and any and all liability that might arise from redeeming or seeking said Prize, and entrant releases Sponsor and its affiliates, subsidiaries, employees, officers, directors, shareholders, agents, Prize providers, and promotion and advertising agencies (collectively, “**Releasees**”), from any and all liability, loss, or damage (including, but not limited to, liability for any indirect, incidental, consequential, special, punitive, or exemplary damages of any kind even if the Releasees have been advised of the possibility of such loss or damages): (i) incurred with respect to the awarding, receipt, possession, use, and/or misuse of any Prize or participation in any Prize-related activities and acknowledge that said Releasee has neither made, nor is in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize including its quality, mechanical condition, or fitness for a particular purpose; and (ii) that may arise in connection with the Instant Win Sweepstakes, including but not limited to any Instant Win Sweepstakes-related activity or element thereof, the entrant’s entry, participation, or inability to participate in the Instant Win Sweepstakes or in any parts thereof, and any

wrongful, negligent, or unauthorized act or omission on the part of any of the Releasees, or any of their agents or employees. Each winner will be solely responsible for paying all applicable federal, state, or local taxes on the awarded Prize based upon the published value of the Prize as set forth in these Official Rules. Sponsor will not accept any mailed entries or any document that is incomplete, illegible, damaged, late, lost, misdirected, or sent by certified, registered, or postage-due mail. Sponsor is not responsible for the failure or unavailability of hardware, software, electronic communications, interrupted or unavailable network server or other Internet connections, miscommunications, failed telephone or computer transmissions or jumbled, scrambled, or misdirected entries or transmissions, or for phone, electrical, network, computer hardware or software or program malfunctions, failures, or difficulties or for other errors, omissions, interruptions, or deletions of any kind, whether human, mechanical, or electronic, or for any damage to any person's computer related to participating in the Instant Win Sweepstakes. Sponsor is not responsible for entrant's inability, for whatever reason, to submit information via any online service or the Website to enter the Instant Win Sweepstakes. Proof of submitting information at Website (such as a screenshot) is not proof of delivery or receipt. Sponsor is not responsible for illegible, unintelligible, late, lost, or stolen entries or incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Instant Win Sweepstakes, or by any technical or human errors which may occur in the processing of any entries in this Instant Win Sweepstakes. Persons found tampering with or abusing any aspect of the Instant Win Sweepstakes, as solely determined by Sponsor, will be disqualified and may be subject to prosecution. Each entry must be submitted by the entrant himself/herself. Any entrant who attempts to enter with multiple accounts and/or identities, or uses any other device or artifice to interfere with the proper functioning of this Instant Win Sweepstakes pursuant to these Official Rules, will be disqualified from participation in the Instant Win Sweepstakes. If, in the judgment of Sponsor, the Instant Win Sweepstakes is compromised by virus, bugs, non-authorized human intervention, or other causes beyond the control of Sponsor that corrupt the administration, security, fairness, or proper functioning of the Instant Win Sweepstakes, Sponsor reserves the right, in its sole discretion, to discontinue, suspend, terminate, or modify the Instant Win Sweepstakes. In the event of any such discontinuation, suspension, termination, or modification, the winner of any remaining Prize(s) not yet awarded will be determined from among all eligible entries received to date that are unaffected by the problem in a random drawing to be conducted by the Sponsor following the discontinuation, suspension, termination, or modification of the Instant Win Sweepstakes. By entering this Instant Win Sweepstakes, entrants agree that each entry becomes the property of Sponsor, that the entry will not be returned, and that such entry may be used by the Sponsor for any proper purpose. Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Instant Win Sweepstakes for the purposes of administering the Instant Win Sweepstakes and prize fulfillment. By entering this Instant Win Sweepstakes, you consent to such collection, use, and disclosure of your personal information. To the extent an entrant agrees when submitting an entry to allow for the use of his/her personal information so that Sponsor may later contact him/her with marketing offers via email or other means, said information will also be used for such additional purpose. All information collected by Sponsor in connection with participation in the Instant Win Sweepstakes will be subject to Sponsor's Privacy Policy as posted on www.nbcuni.com/privacy. Any attempt to defraud Sponsor will be prosecuted and will result in disqualification and forfeiture of a Prize. This Instant Win Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Additionally, Sponsor reserves the right to amend these Official Rules from time to time if it considers it reasonable or necessary to do so. Updated versions of the Official Rules will be posted here and will bind all entrants.

6. **CHOICE OF LAW/LIMITATION OF LIABILITY:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Instant Win Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal and state courts of the State of California, U.S.A.; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (not to exceed USD\$50.00), including costs associated with entering the Instant Win Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages (other than for actual out-of-pocket expenses), and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Instant Win Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of California, U.S.A. or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California, U.S.A. **THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES. IN NO EVENT SHALL ANY PARTY RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. EACH ENTRANT UNDERSTANDS AND AGREES THAT HE/SHE SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION, OR EXPLOITATION OF THE INSTANT WIN SWEEPSTAKES, OR ANY OTHER PRODUCTION OR PROJECT OF SPONSOR OR ANY OF ITS PARENTS, SUBSIDIARIES, OR AFFILIATES.**

7. Releasees shall not be liable to the winner or any other person for any delay and/or failure to supply the Prize or any part thereof by reason of any acts of God, any action(s), regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s), or request(s) prove(s) to be invalid), equipment failure, terrorist acts, epidemic, pandemic, quarantine, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, network or computer problems, Internet problems, hacking, computer viruses, unauthorized computer access, tampering, or any other cause beyond Sponsor's sole control.

8. **CAUTION:** ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE INSTANT WIN SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **AUTHORIZED ACCOUNT HOLDER:** In the event of a dispute as to the identity of an entrant based on an e-mail address, the entry will be declared made by the authorized account holder of the email address at 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 that is responsible for assigning e-mail addresses for the domain associated with the submitted address. Potential winners may be

required to show proof of being the authorized account holder. 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.

10. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Instant Win Sweepstakes-related materials, privacy policy, and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

11. **SPONSOR:** The Sponsor of this Instant Win Sweepstakes is Universal Pictures Home Entertainment LLC, 100 Universal City Plaza, Building 1440/6, Universal City, CA 91608.

12. **WINNERS LIST:** For an Official Winners List (available after October 31, 2023), you may send a separate, self-addressed, stamped envelope for receipt no later than November 30, 2023 to Ruby Gillman Instant Win Sweepstakes, c/o Universal Pictures Home Entertainment LLC, 100 Universal City Plaza, Building 1440/6, Universal City, CA 91608, Attention: Digital Marketing.

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