

BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THE FOLLOWING OFFICIAL RULES. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. The "Promotion Period" begins on November 14, 2018 at 12:01:01 a.m. Eastern Time ("ET") and ends on November 15, 2018 at 11:59:59 a.m. ET.

BY PARTICIPATING IN THE PROMOTION, EACH PARTICIPANT UNCONDITIONALLY ACCEPTS AND AGREES TO COMPLY WITH AND ABIDE BY THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING, AND THE DECISIONS OF ADMINISTRATOR (DEFINED BELOW), WHICH SHALL BE FINAL AND BINDING IN ALL RESPECTS. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE ADMINISTRATOR FROM YOU, A LIMITATION OF YOUR RIGHTS AND REMEDIES, BINDING ARBITRATION OF CLAIMS, WAIVER OF CLASS ACTION CLAIMS, AND WAIVER OF THE RIGHT TO TRIAL BY JURY.

WINNER WILL BE REQUIRED TO RESPOND TO WINNER NOTIFICATION AND OTHER COMMUNICATIONS FROM ADMINISTRATOR WITHIN SEVENTY-TWO (72) HOURS ACCORDING TO THE NOTICE(S) FROM ADMINISTRATOR OR PRIZE MAY BE FORFEITED (IN ADMINISTRATOR'S SOLE DISCRETION).

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM, INC. ("INSTAGRAM"). INTERNET ACCESS AND A VALID INSTAGRAM ACCOUNT ARE REQUIRED FOR ENTRY.

ADMINISTRATOR. The Administrator and Prize Provider of this Promotion is Mirror Releasing, LLC, 812 N Robertson, West Hollywood, CA 90069 ("Administrator"). Administrator's computer is the official time-keeping device for this Promotion.

ELIGIBILITY. This Promotion ("Promotion") is open only to legal U.S. residents residing in one of the 50 United States (or the District of Columbia): (a) 18 years of age or (b) the age of majority in their state of residence, if higher than 18, at the time of entry. Void in the U.S. Virgin Islands, U.S. military installations in foreign countries and where prohibited or restricted by law (collectively, the "Territory"). Participants must be registered users of Instagram in good standing as of the date of entry and throughout award of the prize in this Promotion. No entrant is required to follow any Administrator account on Instagram and may discontinue following @CreedMovie at any time, but doing so may mean that Administrator cannot receive or provide communications for purposes of administering this Promotion, which could result in entrant being disqualified and ineligible to win the prize. Participants cannot have their Instagram account set to private as of the date of entry and throughout award of the prize in this Promotion. Employees, officers, directors, members, managers, agents and representatives and their immediate families or members of their household (i.e., spouse, partner, parents, children, siblings, legal guardians, in-laws, grandparents and grandchildren, regardless of where they live) of Metro-Goldwyn-Mayer Studios Inc., Annapurna Releasing, LLC and Mirror Releasing, LLC or each of their respective partners, owners, affiliates, subsidiaries, parent companies, divisions, successors in interest, advertising, promotion, and public relations agencies, and any other party participating in the design, administration, or promotion of this Promotion (collectively, along with Instagram, the

“Promotion Entities”), are not eligible to enter or win. This Promotion is void outside of the Territory and where prohibited by law.

HOW IT ENTER. During the Promotion Period, an eligible person may enter as follows, with a limit of one (1) entries per person:

If you meet the eligibility requirements, log into your Instagram account (or create an Instagram account if you do not already have one). Visit the @CreedMovie Instagram page and follow the @CreedMovie Instagram page. Find the official post announcing the giveaway, like the giveaway post and tag two friends. No entry will be received unless the entrant follows the @CreedMovie Instagram page, likes the giveaway post, and tags two friends.

Your entry must remain visible to Administrator throughout the winner-selection process and award of the prize in this Promotion and Administrator may, in its sole discretion, disqualify any entrant whose entry is removed or otherwise made invisible to Administrator prior to such time. Purported entries that are incomplete or received outside the Promotion Period (all as determined by Administrator in its sole discretion) will be void. Administrator is not responsible for changes to any Instagram policy or platform functionality that may interfere with the Promotion or ability of an entrant to timely enter or otherwise participate at all.

**Limit one (1) Entry per person and per Instagram account in this Promotion.** Subsequent attempts made by the same individual to submit multiple entries in violation of this condition by any methods or means are void and persons engaging in such conduct may, in Administrator’s sole discretion, be disqualified. Normal Internet access and usage charges imposed by your Internet Service Provider may apply. Entries must be submitted and received by Administrator during the Promotion Period and in strict accordance with the instructions and restrictions in these Official Rules. For purposes of this Promotion, an entry is “received” when Instagram publishes your entry and it is actually visible to Administrator. Other proof of submitting or attempting to submit an entry (such as, without limitation, a screenshot of your purported entry) does not constitute proof of actual receipt of the entry for purposes of this Promotion. Those who do not abide by these Official Rules or the instructions of Administrator or its representatives and provide all required information may, in Administrator’s sole discretion, be disqualified and any entry by such person deemed void. Entries that are fraudulent, forged, altered, incomplete, lost, late, misdirected, mutilated, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries or participation made by you on behalf of any other individual or any entity or group, made by another on your behalf, or originating at any online service other than Instagram (including, without limitation, through a commercial promotion subscription, notification, or entering service) will be declared invalid and disqualified for this Promotion. As a condition of entering the Promotion, without limiting any other provision in these Official Rules, each entrant gives consent for Administrator and its agents to obtain and deliver his or her name, address, and other information and content to third parties for the purpose of administering this Promotion and complying with applicable laws, regulations, and rules.

WINNER SELECTION. On or about November 16, 2018, Administrator will randomly select one entry, from all eligible entries received to receive the below defined prize (“Prize”). Decisions of the Administrator will be final and binding on all matters relating to this Promotion. The potential

prize winner will be notified by direct message or @ mention on Instagram. Administrator shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If the potential winner does not respond within seventy-two (72) hours of the first notification attempt, is found to be ineligible, does not comply with these Official Rules or declines to accept the prize, the potential winner may be disqualified in Administrator's sole discretion, and in such case Administrator may select an alternate winner based on a random drawing. The odds of winning depend on the number of eligible entries received during the Promotion Period.

If any prize, prize notification or Promotion-related communication is rejected, faulty, or returned as undeliverable or if a potential winner does not timely respond according to the notification's or Administrator's instructions or otherwise fails to comply with these Official Rules, the prize may, in Administrator's sole discretion, be forfeited and an alternate winner may be selected (time permitting). Upon prize forfeiture, no compensation will be given and Administrator will have no responsibility or liability to that participant. To claim a prize, each potential winner must follow the directions in his or her notification. Administrator reserves the right to modify the notification procedures in connection with the selection of an alternate potential winner, if any.

The prize claim is subject to verification by Administrator. The prize, if legitimately claimed, will be awarded. Administrator will not be obligated to pursue more than three (3) alternate winners (time permitting) for the prize for any reason, in which case the prize may go unawarded.

**PRIZE.** The Prize consists of the following:

A pair of exclusive CREED II branded shoes custom designed by Spencer Dinwiddie from the Brooklyn Nets. Approximate Retail Value ("ARV") of the Prize: \$200.

**GENERAL PRIZE CONDITIONS.** Any difference in the stated ARV and the actual value of the Prize will not be awarded. The Prize restrictions/conditions stated herein are not all-inclusive and the Prize described above may be subject to additional restrictions/conditions. No cash alternative or prize substitutions will be allowed, except Administration reserves the right to substitute prizes of comparable value if a prize listed is unavailable for any reason. Prize winners 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.

Prize will only be shipped to the verified winner's physical mailing address (P.O. Boxes prohibited) in the Territory, except in Administrator's sole discretion. All prize details not specifically stated in these Official Rules will be determined by Administrator in its sole discretion. Administrator is not responsible for and will not replace any lost, mutilated, or stolen prize or prize component, or any prize/prize component that does not reach winner because of incorrect or changed contact information. If winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Administrator will have no further obligation with respect to that prize or portion of the prize. Administrator is not responsible for any inability of any winner to accept or use any prize (or portion thereof) for any reason. No more than the stated prize will be awarded. Entrants waive the right to assert, as a cost of winning any prize, any and all costs of verification and redemption or travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim said prize.

RELEASE AND LIMITATIONS OF LIABILITY. Except where prohibited, by participating in the Promotion, entrants agree to release, hold harmless, and indemnify each of the Promotion Entities from and against any claim or cause of action arising out of participation in any Promotion-related activity or receipt, acceptance, use, misuse or awarding of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Promotion or the processing of entries; (e) late, lost, or undeliverable entries; (f) injury, damage, loss, death or accident to/of persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt of any prize, or (g) collection, processing, use, or disclosure of entrant information or any unauthorized access or acquisition of such data. The limitations set forth in this section will not limit or exclude the Promotion Entities' liability for personal injury or tangible property damage caused by the Promotion Entities, or for the Promotion Entities' gross negligence, fraud, or intentional, willful, malicious, or reckless misconduct.

To the fullest extent permitted by applicable law, each winner agrees that the Prize is provided as-is without any warranty, representation, or guarantee, express or implied, in fact or in law, whether now known or hereinafter enacted, relative to the use or enjoyment of the Prize, including without limitation, its quality, merchantability, or fitness for a particular purpose.

Each entrant understands and agrees that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived by him/her. Section 1542 reads as follows:

*“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”*

ADDITIONAL DISCLAIMERS. The Promotion Entities are not responsible and/or liable for any of the following, whether caused by a Promotion Entity, the entrant, or by human error: entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of any stated limit; any lost, late, incomplete, illegible, unintelligible, garbled, mutilated, or misdirected entries, emails, Instagram direct messages, mail, or Promotion-related correspondence or materials or postage-due mail; any error, omission, interruption, defect or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos, or misprints in these Official Rules, in any Promotion-related advertisements, or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications. The Promotion Entities are not responsible for electronic communications that are undeliverable or otherwise not received or noticed by entrant as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email inbox to receive email messages. The Promotion Entities are

not responsible for misspellings, typographical errors, or other issues that may affect the ability of Administrator to locate a purported entry using a search to find eligible entries. The Promotion Entities are not responsible, and may disqualify you, if your email address, Instagram account, or other contact information does not work or is changed without prior written notice to Administrator. Without limiting any other provision in these Official Rules, the Promotion Entities are not responsible or liable to any entrant or winner (or any person claiming through such entrant or winner) for failure to supply a prize or any part thereof in the event that any of the Promotion activities or the Promotion Entities' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Promotion Entity (as determined by Administrator in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

**GENERAL RULES.** By entering the Promotion (except where prohibited by law), each entrant grants the Promotional entities the irrevocable, sublicensable, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, prize information, biographical information, city and state of residence, any quotes attributable to him or her (including any entry) and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Promotion Entities' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), worldwide, without any limitation of time, and without notice, review, or approval and each entrant releases all Promotion Entities from any and all liability related thereto. Nothing contained in these Official Rules obligates Administrator to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use.

Administrator's decisions will be final in all matters relating to this Promotion, including interpretation of these Official Rules, acceptance or rejection of purported entries, determination of the winner, and awarding of the prize. All participants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Administrator. Failure to comply with these Official Rules may result in disqualification from this Promotion. Participants further agree not to damage or cause interruption of the Promotion and/or prevent others from participating in the Promotion. Administrator reserves the right to restrict or void online entries or participation from any Instagram account or other identifiable source if any suspicious entry and/or participation is detected. Administrator reserves the right, in its sole discretion, to void entries of any entrant who Administrator believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Promotion. Administrator's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Promotion-related materials and/or these Official Rules

(including any alleged discrepancy or inconsistency within these Official Rules), it will be resolved by Administrator in its sole discretion. Entrants waive any right to claim ambiguity in the Promotion structure or these Official Rules. If Administrator determines, at any time and in its sole discretion, that a winner or potential winner is ineligible, in violation of these Official Rules, or engaging in behavior that Administrator deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person, Administrator reserves the right to disqualify that winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. The Promotion Entities are not responsible and will have no liability for any purported entry or other content that is removed from Instagram for any reason at any time, including removal by Instagram of content that would otherwise qualify as an entry in response to such content being “flagged” or reported as inappropriate. 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 is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Promotion Entities are not responsible for any changes to or unavailability of the Instagram platform that may interfere with the Promotion (including any limitations, restrictions, or conditions placed upon Administrator's ability to use Instagram for the Promotion as set forth herein that are not acceptable to Administrator) or ability of entrant to timely enter, receive notices or communicate with Administrator, in which case Administrator, in its sole discretion, may terminate or modify the Promotion. If the Promotion is not capable of running as planned for any reason, Administrator reserves the right, in its sole discretion, to cancel, modify or suspend the Promotion and award the prize from eligible, non-suspect entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Administrator. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain the prize, Administrator may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. In the event of a dispute concerning the identity of a participant, the participant will be declared to be the registered account holder of the email address associated with the Instagram account used at the time of entry, but only if that person meets all other eligibility criteria, otherwise the entry may, in Administrator's sole discretion, be disqualified and the potential prize won forfeited. A registered 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. Winner may be required to show proof of being the registered account holder. If a dispute cannot be resolved to Administrator's satisfaction, in its sole discretion, the entry will be deemed ineligible. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY VIOLATE CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, ADMINISTRATOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW/DISPUTES/ARBITRATION.** As part of these Official Rules, you and Administrator each agree as follows (the “Arbitration Agreement”):

Any claim or controversy arising out of or relating to these Official Rules, your participation in the Promotion or your receipt or use of any prize (including the arbitrability of any claim or controversy) shall be resolved by binding arbitration in accordance with the Federal Arbitration Act. THE PARTIES WAIVE THEIR RIGHTS TO FILE SUIT IN COURT TO ASSERT ANY ALLEGATION, CLAIM, OR CAUSE OF ACTION AGAINST THE OTHER, OR TO HAVE A JURY TRIAL ON ANY ALLEGATION, CLAIM, OR CAUSE OF ACTION, AND ANY RIGHT TO DO SO (INCLUDING THE RIGHT TO A JURY TRIAL) IS HEREBY WAIVED. Notwithstanding the foregoing, you and Administrator retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, and Administrator retains the right to apply to a court of competent jurisdiction for provisional or conservatory relief, including pre-arbitral attachments or injunctions, and to adjudicate disputes relating to the infringement or misappropriation of intellectual property.

Any claim or controversy arising out of or relating to these Official Rules (including this Agreement to Arbitrate), your participation in the Promotion, or your receipt or use of the Prize shall be governed by the procedural and substantive laws of the State of California, without reference to its choice-of-law rules. The binding arbitration will be administered by a sole arbitrator under the Streamlined Arbitration Rules & Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. The arbitration shall occur in Los Angeles County, California. In the event this venue will cause undue hardship to you, then, in the discretion of the arbitrator, the arbitration may be conducted solely on the basis of documents submitted, with the parties participating through telephonic or video conference hearings, or at a location reasonably convenient to the parties in the state in which you reside at the time the arbitration is commenced, provided that it is within the continental U.S. To the extent that any of the foregoing provisions are inconsistent with JAMS applicable standards then in effect, such JAMS rules shall apply.

Claims subject to this Arbitration Agreement may not be arbitrated on a class or representative basis and you will not be able to participate in an arbitration as a representative or member of any class of claimants pertaining to that claim.

All aspects of the arbitration and award shall be confidential, except to the extent disclosure is necessary in connection with an application to a court for a preliminary or permanent injunction, a petition to confirm or vacate an award, to obtain legal or other professional advice necessary for the protection of a party's rights, or as required by law or judicial decision.

Subject to you demonstrating that the costs of arbitration will be prohibitive as compared to the costs of litigation, Administrator will pay as much of the fees charged to you by JAMS as the arbitrator deems necessary to prevent the arbitration from being cost prohibitive to you.

The arbitrator will not have authority to award punitive or exemplary damages, and the parties waive any right to recover such damages. As part of the award, the prevailing party shall be

awarded its costs, including arbitration fees, expert witness fees, if any, and reasonable attorney's fees.

If any portion of this Agreement to Arbitrate is found to be invalid, illegal or unenforceable, for any reason, that specific portion shall be severed from the rest, but such severance shall not affect the enforceability of the remainder of this agreement. No waiver of any provision of this Agreement to Arbitrate will be effective or enforceable unless recorded in a writing signed by the party waiving the provision, and any such waiver shall not waive or affect any other provision of this agreement.

THE FOREGOING PROVISIONS LIMIT CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE JAMS RULES AND THESE DISPUTE RESOLUTION TERMS, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF; PROVIDED THAT NOTHING HEREIN WILL RESTRAIN A CALIFORNIA RESIDENT'S RIGHT, IF ANY, TO SEEK PUBLIC INJUNCTIVE RELIEF AS PERMITTED BY LAW. OTHER RIGHTS THAT YOU WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

PRIZE WINNER LIST: Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope to: CREED II Giveaway ATTN: Winners List, 812 N Robertson, West Hollywood, CA 90069. All such requests must be received within four (4) weeks after the end of the Promotion Period.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Administrator shall not be liable for technical, pictorial, typographical or editorial errors or omissions contained herein.