

SERENITY Island Gear Giveaway
Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT
INCREASE YOUR CHANCES OF WINNING.**

The SERENITY Island Gear Giveaway (the “Sweepstakes”) starts at 12:00 p.m. Pacific Time (“PT”) on January 3, 2019 and ends at 11:59 p.m. PT on January 23, 2019 (“Sweepstakes Period”). Entries not received within the Sweepstakes Period will be void.

ELIGIBILITY: Sweepstakes is open to legal residents of the continental United States and the District of Columbia (excluding residents of Alaska, Hawaii, Puerto Rico and any/all U.S. territories and possessions), who are 21 years of age or older. Employees of Aviron Pictures LLC (“Sponsor”), their parent company, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void in Alaska, Hawaii, Puerto Rico, any/all U.S. territories and possessions and where prohibited by law. Sweepstakes is subject to all applicable federal, state and local laws.

HOW TO ENTER: During the Sweepstakes Period, visit www.serenityfilm.com/islandgaregiveaway and follow the instructions to complete the entry form provided and submit to receive one (1) entry. Limit of one (1) entry per person using only one (1) email address throughout the Sweepstakes Period. By entering the Sweepstakes, entrants will be automatically opted-in to receive marketing communications from Sponsor and specified third parties via email. Entrants may opt-out of receiving future email communications at any time by following the unsubscribe instructions included at the bottom of any email communication received. You may only use one (1) email address to enter the Sweepstakes. Entries must be received by 11:59 p.m. PT on January 23, 2019 to be considered. Entries received from any person or email address in excess of the stated limitation will be void. To enter the Sweepstakes using a mobile device, you must have a service plan for your web-enabled mobile device with your wireless service provider. Data rates may apply. See your wireless service provider for pricing plan details and capabilities.

RANDOM DRAWING: Ten (10) potential winners will be selected in a random drawing held on or about January 24, 2019 from all eligible entries received throughout the Sweepstakes Period by an independent judging agency. Odds of winning depend on the number of eligible entries received throughout the Sweepstakes Period.

WINNER NOTIFICATION: Sponsor’s decisions are final and binding on all matters relating to this Sweepstakes. Potential winners will be notified by mail, email and/or phone within three (3) days following the random drawing. Potential winners may be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, which must be returned within five (5) days of initial notification. Return of notification as undeliverable,

failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact potential winner within a reasonable time period or noncompliance with these Official Rules by the potential winner will result in disqualification and, at Sponsor's sole discretion, an alternate winner may be selected in a random drawing and notified.

PRIZES (10): Each winner will receive Brixton clothing including a shirt, jacket or hoodie, hip pack, cap and trunks, a Tommy Bahama prize pack including a backpack beach chair, beach towel, and a \$50 general purpose gift card for Tommy Bahama. Approximate Retail Value ("ARV") of each prize package: \$498.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. Winners are solely responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion. Total ARV of all prizes: \$4,980.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Sweepstakes; (b) to release, discharge and hold harmless Sponsor, Entertainment Weekly, Mr. Scott Eddy, Conde Nast, Brixton, Tommy Bahama and their respective parent companies, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Sweepstakes or any Sweepstakes related activity or the acceptance, possession, use or misuse of any awarded prize; and (c) to the use of his/her name, voice, performance, photo, prize information, image and/or likeness for programming, advertising, publicity, trade and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, participant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Sweepstakes without the prior consent of the Sponsor, which either may withhold in its sole discretion.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or

otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the winners, the postponement or cancellation of any event, or in any other Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential winners in a random drawing from all eligible, non-suspect entries received prior to action taken. In the event of a dispute regarding entries received from multiple users having the same email account, the authorized subscriber of the email account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned to the applicable account by the applicable email service provider. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Sweepstakes, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA.

WINNER'S NAMES: For the names of the winners (available after January 23, 2019), visit www.serenityfilm.com/islandgeargiveaway no later than February 23, 2019.

SPONSOR: Aviron Pictures LLC, 9100 Wilshire Blvd, Suite 800E, Beverly Hills, CA 90212.

ABBREVIATED RULES FOR USE ON POINT OF SALE MATERIALS, PRODUCT PACKAGING, AND ONLINE ADVERTISING ONLY.

PLEASE DETACH THIS SECTION FROM FULL OFFICIAL RULES ABOVE

No Purchase Necessary To Enter Or Win. Sweepstakes begins 1/3/19 at 12:00 p.m. PT and ends on 1/24/19 at 11:59 p.m. PT. Open to legal residents of the continental U.S. & D.C. (excluding residents of Alaska, Hawaii, Puerto Rico and any/all U.S. territories and possessions), 21 or older as of date of entry. Void in Alaska, Hawaii, Puerto Rico, any/all U.S. territories and possessions and where prohibited by law. Subject to Official Rules, available at www.serenityfilm.com/islandgeargiveaway. Sponsor: Aviron Pictures LLC, 9100 Wilshire Blvd, Suite 800E, Beverly Hills, CA 90212.