

The Popcornopolis “Jingle Bell POP” Sweepstakes
Official Rules

No Purchase Necessary. A purchase will not increase your chances of winning.

1. **ELIGIBILITY.** The Popcornopolis “Jingle Bell POP” Sweepstakes (“Sweepstakes”) is open to residents of the United States and the District of Columbia who are lawful U.S. residents, are 18 years of age or older and of the age of majority in their state of residence, as of the start date of the Sweepstakes (“Entrants”). The Sweepstakes is sponsored by Popcornopolis, LLC, 3200 E. Slauson Avenue, Vernon, California, 90058 (“Sponsor” or “Popcornopolis”). Employees of Sponsor and its parents and subsidiaries, advertising and promotion agencies, and all other entities participating in the design, promotion, marketing, advertising, administration or fulfillment of the Sweepstakes, and the immediate families of such employees, are ineligible to participate in the Sweepstakes. Void in Puerto Rico, the U.S. Virgin Islands, U.S. military installations in foreign countries, all other U.S. territories and possessions, and wherever else restricted or prohibited by law. *See* Sponsor’s Privacy Policy at <https://www.popcornopolis.com/privacy-policy>.
2. **SWEEPSTAKES PERIOD.** The Sweepstakes begins at 9:00 a.m. Pacific Standard Time (“PST”) on November 15, 2021 and ends at 11:59 pm. PST on December 21, 2021 (the “Sweepstakes Period”).
3. **MANDATORY SOCIAL MEDIA DISCLOSURE.** The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants are providing information to Sponsor and not to Facebook or Instagram. The information Entrants provide will only be used for administering the Sweepstakes. Entry into a sweepstakes is likely not sufficient to constitute consent to marketing. Need separate “opt in” to receive marketing in accordance with Sponsor’s privacy policy, located <https://www.popcornopolis.com/privacy-policy>.
4. **HOW TO ENTER.** There are two (2) ways to enter the Sweepstakes, as described below. **Limit of one (1) entry per person in the Sweepstakes, regardless of entry method.**
 - A. **AUTOMATIC PURCHASE ENTRY.** During the Sweepstakes Period, visit www.popcornopolis.com (the “Website”) and purchase at least \$100 of qualifying Sponsor product (excluding any sales taxes, shipping costs, or similar expenses) via the Website and you will automatically receive one (1) entry into the Sweepstakes. Only purchases made with an eligible credit card for an account that is in good standing (both at time of entry and winner selection) are eligible for automatic entry.
 - B. **ENTER WITHOUT PURCHASE OR OBLIGATION.** During the Sweepstakes Period, visit https://www.popcornopolis.com/2021_jinglebellpop_holidaysweepstakes and fully complete and submit the Sweepstakes entry form, including your first and last name, email address, street address, city, state, and ZIP code, and you will receive (1) entry into the Sweepstakes. Entries that are mechanically reproduced, copied, illegible, incomplete, or inaccurate and entries by any means which subvert the entry process are void. Entries become the property of the Sponsor and will not be acknowledged or returned. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, at the Sponsor’s sole discretion.
5. **ODDS.** Odds of winning a prize depend on the number of eligible entries received.

6. **SELECTION AND NOTIFICATION OF SELECTED ENTRANT.** Each Sweepstakes entry will be entered into a random drawing by a representative of Sponsor from among all eligible entries received during the Sweepstakes Period. The drawing will be held on or about December 22, 2021 (“Drawing Date”) to determine five (5) potential grand prize winners and five (5) runner-up prize winners (“Selected Entrants”). The Selected Entrants will be notified by phone or email, within twenty-four (24) hours of Drawing Date (“Notification”). The Selected Entrant will be required to respond (as directed) within seventy-two (72) hours of attempted Notification. Selected Entrant’s failure to respond timely to the Notification may result in forfeiture of the prize, and in such case, Sponsor may randomly select an alternate Selected Entrant from among the remaining eligible entries, up to two (2) times. The Selected Entrant may be sent a declaration of eligibility / liability / publicity release (“Release”). Except where prohibited by law, the Release will state that Selected Entrant agrees to allow Sponsor to use (without additional compensation) his or her name, address, photograph, testimonial, likeness and/or biographical information for purposes of advertising and promotion (including, without limitation, posting on Sponsor’s website(s) and affiliated website(s)). Selected Entrant may also be required to provide name, U.S. Social Security Number (for tax form purposes), birth date, current address, and phone number. Unless restricted by law, the Selected Entrant will be required to complete and return the Release within the time period specified therein. Selected Entrant will receive the applicable prize via U.S. mail within approximately thirty (30) days of the date on which the Sponsor receives the completed, signed Release form the Selected Entrant (exact timing subject to change based upon availability of prize). Sponsor shall not be responsible for lost, destroyed, misdirected, or incomplete Releases. The prize may be forfeited, and in such case, an alternate Selected Entrant may be randomly selected from among the remaining eligible entries if the Selected Entrant: (i) cannot be reached; (ii) does not respond to the Notification in a timely manner as required pursuant to these Official Rules; (iii) fails to obtain all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iv) cannot accept or receive the prize for any reason. Noncompliance with these Official Rules may result in disqualification and selection of an alternate Selected Entrant. Sponsor may not make multiple attempts to contact Selected Entrant.
7. **PRIZE.** If eligible under these Rules, (a) five (5) grand prize winners will each be awarded: (i) one (1) popcorn machine/cart (approximate retail value (“ARV”) of \$249.99); (ii) one (1) package of Sponsor Unpopped Kernel Pack (ARV of \$14.99); (iii) one (1) set of popcorn bowls (set of 4) (ARV of \$60); (iv) one (1) \$100 gift card to a national, regional or local movie theater (depending on grand prize winner’s location) (ARV of \$100); and (v) one (1) 14-cone Popcornopolis sampler package (assorted flavors) (ARV of \$99.99); and (b) ten (10) runner-up prize winners will each receive one (1) 14-cone Popcornopolis sampler package (assorted flavors) (ARV of \$99.99). ARV of grand prize is \$498.97. ARV of runner-up prize is \$99.99. Total ARV of all prizes in this Sweepstakes is \$3,624.75.
8. **PRIZE CONDITIONS.** No substitution, transfer, or cash redemption of prize permitted, provided however that Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Selected Entrant cannot assign or transfer their prize to another person or business. All gift card prizes are subject the terms and conditions of applicable gift card. All activities related to the prize are at the Selected Entrant’s own risk, as defined below, and subject to whatever restrictions are imposed by the entities that govern such activities. If prize notification or any prize is returned as undeliverable, or if Selected Entrant may not accept or receive a prize for any reason, prize will be forfeited.

All federal, state or other tax liabilities (including income taxes) arising from this Sweepstakes will be the sole responsibility of Selected Entrant. This Sweepstakes is subject to all applicable federal, state and

local laws of the United States. By participating, Selected Entrant agrees to be fully and unconditionally bound by these Official Rules and Sponsor's decisions and waives any right to claim ambiguity in the Sweepstakes or these Official Rules. Selected Entrant also agrees to release, discharge, indemnify and hold harmless Sponsor, Instagram, Facebook, and their respective officers, directors, employees, representatives and agents (collectively "Releasees") from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from: (i) use, redemption, acceptance, possession, ownership, or misuse of any prize; (ii) participation in any activity, event, or excursion offered in connection with the prize; (iii) use of any facility, service and/or accommodation related to the prize; (iv) participation in any Sweepstakes-related activity or participation in this Sweepstakes; or (v) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery. Sponsor reserves the right to disqualify any Entrant it finds to be tampering with the entry process or the operation of the Sweepstakes or violating these Official Rules, and reserves the right at its sole discretion to terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner(s) in a random drawing from among all eligible, non-suspect entries received prior to action taken. Sponsor shall not be liable for: (a) late, lost, delayed, void, corrupted, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or declarations, regardless of the method of transmission; (b) telephone system, telephone or computer hardware, software or other technical malfunctions, bugs, lost connections, disconnections, delays or transmission errors Sweepstakes Entrants may encounter when submitting their entry; (c) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (d) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Sweepstakes; or (e) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes. Caution: any attempt to deliberately damage or undermine the legitimate operation of the sweepstakes may be in violation of criminal and civil laws and will result in disqualification from participation in the Sweepstakes. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

Each Entrant has agreed to the foregoing release freely and without any inducement or assurance of any nature, and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of such release is held to be invalid, the balance notwithstanding shall continue in full force and effect. Each entrant acknowledges the language of Section 1542 of the California Civil Code ("Section 1542"), which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. Each Entrant hereby expressly waives the protection of Section 1542, or similar protections under any other law. Each Entrant understands and agrees that the released claims or facts in addition to or different from those which are now known or believed by such entrant to exist may hereafter be discovered. It is each Entrant's intention to waive fully and release all of the claims that such entrant now have against the Releasees, whether known or unknown, suspected or unsuspected, except as to the released claims that cannot lawfully be released.

9. **DISPUTES.** Disputes regarding these Official Rules and/or this Sweepstakes will be governed by the internal laws of the State of California. By entering, Entrant consents to jurisdiction in the federal and state courts of California for the resolution of any and all disputes. Except where prohibited, Entrant agrees that: (a) any and all disputes, claims 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 the United States District Court Central District of California or the appropriate California State Court located in Los Angeles County, California; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) 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. In the event of any conflict with any Sweepstakes details contained in these Official Rules, and Sweepstakes details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

10. **GENERAL CONDITIONS.** By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Any portion of the Sweepstakes may be canceled, suspended and/or modified, in whole or in part, if in Sponsor's opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right at its sole discretion to terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner(s) in a random drawing from among all eligible, non-suspect entries received prior to action taken. Entrants may not enter with multiple identities or use any automated system, bot or other device or artifice to enter or obtain more than the maximum number of qualified entries. Unclaimed prizes will not be awarded.
11. **PRIVACY.** All personal information collected by Sponsor will be used for administration of the Sweepstakes. In addition, Entrants to the Sweepstakes may be given the option to receive commercial emails from the Sponsor; however, eligibility to participate in the Sweepstakes is not dependent upon entrant's consent to receive such emails. Sponsor uses reasonable commercial efforts to comply with Federal CAN-SPAM guidelines and to supply information to entities that comply with CAN-SPAM guidelines, and Entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email. Any questions regarding privacy matters should be directed to the address set out below. Please refer to Sponsor's privacy policy located <https://www.popcornopolis.com/privacy-policy> for important information regarding the collection, use and disclosure of personal information by Sponsor.
12. **PUBLICITY.** Except where prohibited by law, the Selected Entrant's acceptance of the Prize constitutes permission for Sponsor to use said Selected Entrant's full name, social media handles, photographs, likeness, statements, biographical information, voice, and city and state address for promotional or advertising purposes in connection with the Sweepstakes on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation, including without limitation on Sponsor and its affiliates' program(s), website(s) and social media page(s).
13. **WINNER'S LIST AND SWEEPSTAKES RULES.** For a copy of these Official Rules or of the winner(s), send your request in a self-addressed, stamped envelope (WA and VT residents need

not affix return postage) to: The Popcornopolis “Jingle Bell Pop” Sweepstakes, c/o Popcornopolis, LLC, 3200 E. Slauson Avenue, Vernon, California, 90058. Request must be received within 90 days of the end of the Sweepstakes.

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The Popcornopolis “Jingle Bell Pop” Sweepstakes
Abbreviated Rules

Website Footer/Email Footer

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open to legal residents of United States and the District of Columbia, 18 years of age or older and of the age of majority in their state of residence. Void where prohibited. Sweepstakes begins 11/15/21 and ends 12/21/21. For Official Rules, methods of entry, prize descriptions and odds disclosure, click here. Sponsor: Popcornopolis, LLC, 3200 E. Slauson Avenue, Vernon, California, 90058.

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Online Ads – Banner

NO PURCHASE NECESSARY. Ends 12/21/21.

Online Ads – Not a Banner

NO PURCHASE NECESSARY. Legal residents of United States, 18 years of age and older. Ends 12/21/21.