

BLACK AND BLUE Fearless Female Sweepstakes
OFFICIAL RULES

NO PURCHASE, PAYMENT OR SOCIAL MEDIA SHARING IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR SOCIAL MEDIA SHARING WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

This Sweepstakes (defined below) is in no way sponsored, endorsed or administered by, or associated with, Instagram™ or Twitter™. You understand that if selected as a prize winner you will be providing your information to Sponsor and not to Instagram or Twitter. Any questions, comments or complaints regarding this Sweepstakes should be addressed to Sponsor and not to Instagram or Twitter.

SWEEPSTAKES ENTRY PERIOD & SPONSOR: The BLACK AND BLUE Fearless Female Sweepstakes (“**Sweepstakes**”) promoting the motion picture release of “Black and Blue” (“**Picture**”) starts at 10:00am Pacific Time (“**PT**”) on 8/30/19 and ends at 11:59pm PT on 9/26/19 (the “**Entry Period**”).

The sponsor (“**Sponsor**”) of the Sweepstakes is Columbia TriStar Marketing Group, Inc., 10202 Washington Blvd., Culver City, CA 90232. The Sweepstakes is subject to these official rules (the “**Official Rules**”) and by entering, entrant agrees to be bound by the terms and conditions herein and to all applicable federal, state and local laws.

ELIGIBILITY: The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia (collectively, the “**Eligibility Area**”), who as of the date of their Entry (defined below) into the Sweepstakes are eighteen (18) years of age or older. Directors, officers, employees and their immediate family members (spouses, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren) and those living in the household of same (whether legally related or not) of Sponsor, West Coast Marketing, a division of The Susquehanna Hat Company (“**West Coast Marketing**”), and each of their respective parent companies, successors, subsidiaries, affiliates, related entities, and advertising and promotion agencies (collectively, the “**Sweepstakes Entities**”) are not eligible to enter or win. If the prize is won by an individual considered to be a minor in his/her jurisdiction of residence (“**Minor**”) it will be awarded in the name of said Minor’s parent or legal guardian. This Sweepstakes is void outside the Eligibility Area and where prohibited by law. **A MINOR SHOULD HAVE HIS OR HER PARENT’S OR LEGAL GUARDIAN’S PERMISSION PRIOR TO ENTERING THE SWEEPSTAKES.**

HOW TO ENTER: There are three (3) ways to enter the Sweepstakes: online via specific social media platform either (1) Instagram or (2) Twitter (each a “**Social Media Platform**”; with any such entry via Social Media Platform referred to herein as a “**Social Media Entry**” and collectively as “**Social Media Entries**”), or (3) by completing and submitting the entry form on Sponsor’s website located at <https://secure.sonypictures.com/movies/sweepstakes/ui/mp/blackandbluesweeps/> (“**Sweepstakes Site**”). Details regarding each of the three (3) specific methods of entry are stated below. **THERE IS A LIMIT OF ONE (1) ENTRY PER PERSON PER DAY DURING THE SWEEPSTAKES REGARDLESS OF THE METHOD(S) OF ENTRY.**

To participate in the Sweepstakes via a Social Media Entry method detailed below, you must have an account with the applicable Social Media Platform. If you do not have an account with the applicable Social Media Platform, go to www.instagram.com or www.twitter.com and create an account according to the instructions on the specific website. Creating an account on a Social Media Platform is free. Please note that you must accept and agree to comply with the terms and conditions for the applicable Social Media Platform to create an account.

Details of the methods of Entry are as follows:

(1) *How to Enter via Instagram:*

To enter via Instagram, during the Entry Period, complete the following:

1. Take a photograph of yourself along with the person in your life that you consider to be a “Fearless Female” (with a photograph satisfying the criteria set forth herein to be referred to as a “**Photo**”).

AND

2. Post your Photo on Instagram.

AND

3. Include the two (2) hashtags #BlackandBlueSweepsEntry AND #FearlessFemales.

By successfully completing the foregoing and subject to the entry limitations stated above, you will receive one (1) Social Media Entry for the Sweepstakes.

NOTE: all Social Media Platforms must be made public in order for entry in the Sweepstakes to take place and be eligible for a Random Drawing.

(2) How to Enter via Twitter:

To enter via Twitter, during the Entry Period, complete the following:

1. Take a Photo.

AND

2. Send out a tweet including your Photo.

AND

3. Include the two (2) hashtags #BlackandBlueSweepsEntry AND #FearlessFemales.

By successfully completing the foregoing and subject to the entry limitations stated above you will receive one (1) Social Media Entry in the Sweepstakes.

NOTE: all Social Media Platforms must be made public in order for entry in the Sweepstakes to take place and be eligible for a Random Drawing.

(3) How to Enter via Online Entry Form:

To enter the Sweepstakes online without a Social Media Platform, eligible individuals may visit the Sweepstakes Site during the Entry Period and follow the directions for entry registration in the Sweepstakes by inputting your personal information (first and last name, email address, zip code, daytime telephone number and month, day and year of birth) and clicking "Submit". By successfully completing the foregoing and subject to the entry limitations detailed herein you will receive one (1) "**Online Entry**" in the Sweepstakes.

AS STATED ABOVE, THERE IS A LIMIT OF ONE (1) ENTRY PER PERSON PER DAY DURING THE SWEEPSTAKES, REGARDLESS OF METHOD(S) OF ENTRY.

IMPORTANT: In order to enter via the Social Media Entry method, a service contract with a cellular telephone or wireless Internet or airtime provider may be required. Check with your service provider for availability and coverage. A Wireless access point may be required. Cellular telephone service and/or wireless Internet services may require separately purchased contracts with a cellular telephone service provider or wireless Internet provider with coverage in your service area. Cellular telephone company and/or wireless Internet company determined fees may apply for all Social Media Platform usage. In this Sweepstakes you may be using data program time and you may be charged in accordance with your mobile services contract. MESSAGE AND DATA RATES MAY APPLY IF ENTERING BY USING THE SOCIAL MEDIA ENTRY METHOD. Contact your cellular telephone or wireless Internet provider or refer to your service contract for complete details on these and any other applicable charges.

Social Media Entry and Online Entry may be referred to herein individually as an "**Entry**" and collectively as "**Entries**". Each individual submitting an Entry may be referred to as an "**Entrant**".

Upon submission of a Social Media Entry in this Sweepstakes, you agree that Sponsor may contact you via social media, including on Instagram or Twitter, by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor's social media page. By submitting a Social Media Entry in connection with this Sweepstakes, you acknowledge and agree that you will clearly and conspicuously disclose that you are participating in this Sweepstakes in the Social Media Entry as outlined above and any online social sharing interaction that references the Sweepstakes or that is used to obtain Entries in connection with this Sweepstakes. The two (2) hashtags #BlackandBlueSweepsEntry and #FearlessFemales must be included in all Social Media Entries, regardless of Social Media Platform. Sponsor reserves

the right in its sole discretion to disqualify any Entrant who does not adequately disclose his or her participation in this Sweepstakes while engaging in any online social sharing interaction during the Entry Period.

Any attempt by any Entrant to enter more than the stated number of times detailed herein, using multiple/different email addresses, identities, registrations, user names/handles and logins, or any other impermissible methods will void that Entrant's Entry and that Entrant may be disqualified, at the sole discretion of Sponsor. Multiple people are not allowed to share identities, registrations, user names/handles or Social Media Platform logins. Use of any automated system to participate in the Sweepstakes is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, stolen, damaged, misdirected, undelivered, garbled, illegible, or otherwise defective, deficient or impermissible Entries, for postage-due mail, or for computer hardware or software failures, malfunctions, errors or difficulties of any kind, whether human, electronic, computer, mechanical, 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 or notification of the prizes or in any Sweepstakes-related materials.

To understand how Twitter utilizes and keeps user content, please refer to their "Terms of Service" Web page here: <https://twitter.com/tos>. To understand how Instagram utilizes and keeps user content and photos, please refer to their "Privacy & Safety" web page here: <http://help.instagram.com/customer/portal/topics/43528-privacy-safety/articles>.

Please note: Twitter and Instagram are registered trademarks, which is herein used for purposes of Sweepstakes description only. Such use is not intended to suggest or imply the sponsorship, endorsement, or the approval of this Sweepstakes by the owner of said trademarks.

I. Social Media Entry Requirements:

1. Entrants agree to and understand that Social Media Entries will be made available to the public, including without limitation, publishing on the Internet. Whether or not Social Media Entries are published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Social Media Entries.
2. Each Social Media Entry must be an original creation of the submitting Entrant which is under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Social Media Entry and each Social Media Entry must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that, nothing in the Social Media Entry infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Entrant, absent a suitable license, clearance or permission agreement (proof of which is required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured. Entrant agrees to indemnify and hold harmless each of the Sweepstakes Entities, and each of their owners, officers, directors, employees, and affiliated organizations, and their respective officers, directors, shareholders and employees, from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by Entrant of these Official Rules or the warranties and representations made by Entrant in this paragraph. Modifying, enhancing or altering a third party's preexisting work does not qualify as Entrant's original creation.
3. By tweeting or posting the Social Media Entry, the Entrant agrees, for zero compensation and solely for Sweepstakes consideration, to grant to Sponsor all intellectual property rights in the Social Media Entry and each of its constituent parts, which rights include, without limitation, the Sponsor's right to publish, make available to the public and/or reproduce the Social Media Entry through any media available at any time during, or after, the Sweepstakes Period on any related websites, in any Sweepstakes materials, whether related or unrelated to the Sweepstakes, and at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate and necessary for the operation and promotion of this Sweepstakes. In addition, Entrant warrants that any so called "moral rights" in the Social Media Entry have been waived and Entrant acknowledges and agrees that Sponsor may use any ideas from any Social Media Entry or other submitted materials, whether or not Entrant has been awarded a prize in connection with any such Social Media Entry or other materials. Entrant agrees to release, defend, indemnify and hold harmless each of the Sweepstakes Entities, and each of their owners, employees, directors, officers, shareholders, members, agents, subcontractors and licensees from all claims, demands and causes of action of any nature whatsoever which Entrant or Entrant's heirs, representatives, executors, administrators, or any other persons acting on Entrant's behalf or on behalf of Entrant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by Entrant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Social Media Entry and any portion thereof, or the likeness of any natural person therein.

4. Entrants are responsible for securing necessary permissions, talent and location releases, and licenses for any visual and audio material contained in the Social Media Entries.
5. Sponsor is not responsible for any expenses incurred in the production and delivery of the Social Media Entries.
6. Entrant agrees that his/her Social Media Entry complies with any applicable community guidelines, terms of use, and any other binding terms on Twitter, and/or Instagram (as applicable).

II. Social Media Entry Content Restrictions: Social Media Entries must not contain material that:

1. Contains or depicts someone smoking or intoxicated;
2. Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
3. Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
4. Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements);
5. Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortious, slanderous or libelous;
6. References persons or organizations without their written permission;
7. Disparages any persons or organizations;
8. Includes threats to any person, place, business or group; and
9. Is unlawful, in violation of or contrary to any applicable federal, state, or local laws and regulations.

Failure of any Social Media Entry to comply with the above "Social Media Entry Requirements" and "Social Media Entry Content Restrictions," as determined by Sponsor in its sole discretion, may result in disqualification of Entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Social Media Entry that, in its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Sweepstakes or any other person or entity, does not comply with these Official Rules, or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. All Entries shall become the exclusive property of Sponsor and will not be returned. Entries must be suitable for presentation in a public forum, in sole determination of Sponsor.

The Sponsor's database clock will be the official timekeeper for this Sweepstakes.

All federal, state, and local rules and regulations apply.

For purposes of this Sweepstakes, an Entry is "received" online when the Sponsor's server records the Entry information. Proof of sending (such as an automated computer receipt confirming Entry or "thanks for entering" message) does not constitute proof of actual receipt of an Entry for purposes of this Sweepstakes. Illegible and/or incomplete Entries and Entries submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions, provide the required information in their Entry, or abide by these Official Rules or other instructions of Sponsors may be disqualified.

PRIVACY INFORMATION: You understand that any personally identifiable information you provide to Instagram is subject to the Instagram "Privacy & Safety" web page which can be found at <http://help.instagram.com/customer/portal/topics/43528-privacy-safety/articles>. You understand that any personally identifiable information you provide to Twitter is subject to the Twitter Privacy Policy which can be found at <http://twitter.com/privacy>. Entry in the Sweepstakes constitutes consent to transfer personal information collected from the Entrant to the Sponsor for the purposes of administering the Sweepstakes and for such other purposes to which an Entrant may consent as outlined in these Official Rules. More specifically, Sponsor and/or its third-party administration companies may collect information that an Entrant provides to enter the Sweepstakes and will use personal information an Entrant provides to enter the Sweepstakes to actually conduct the Sweepstakes. All information collected by Sponsor in connection with participation in the Sweepstakes will be subject to Sponsor's **Privacy Policy** and **California Privacy**

Rights statements as posted on Sponsor's Privacy Policy: <http://www.sonypictures.com/corp/privacy.html>. Sponsor may provide the personal information an Entrant provides to enter this Sweepstakes to third party administration companies for the sole purpose to administer this Sweepstakes and to process and deliver prize to winner. You understand that any personally identifiable information you provide shall be used only in a manner consistent with these Official Rules.

WINNER SELECTION AND NOTIFICATION: One (1) potential Grand Prize (defined below) winner will be selected in a random drawing on or about 9/27/19 from among all eligible Entries received for the Sweepstakes ("**Grand Prize Winner**"). Random drawing will be conducted by West Coast Marketing, an independent judging organization. Decisions of Sponsor and West Coast Marketing shall be final and binding in all matters relating to this Sweepstakes. The potential Grand Prize Winner will be notified by direct message (on the Social Media Platform used for entry) or by email or telephone within one (1) day of the random drawing.

Potential Grand Prize Winner (or potential Grand Prize Winner's parent or legal guardian if potential Grand Prize Winner is a Minor) will be required to respond to the initial notification within twenty-four (24) hours, providing first and last name, street address, city, state, zip code, date of birth, telephone number and email address and confirming eligibility in the Sweepstakes. In addition, potential Grand Prize Winner (or potential Grand Prize Winner's parent or legal guardian if potential Grand Prize Winner is a Minor) will be required to execute and return a notarized Affidavit of Eligibility/Release of Liability and (except where prohibited) Publicity Release form and a completed IRS #W-9 form within three (3) days of date of issuance. Potential Grand Prize Winner's travel companion, if considered to be a Minor, is required to be the legally recognized child or ward (with the Grand Prize Winner having legally authorized care, custody or control of same) of the named Grand Prize Winner. Potential Grand Prize Winner's travel companion (or potential Grand Prize Winner if the travel companion is the child or ward of potential Grand Prize Winner) will also be required to execute and return a Release of Liability within this same three (3) day deadline. A pre-paid overnight delivery air bill will be provided to facilitate the return of all required documents.

A Minor will not be allowed to participate in any portion of the Grand Prize travel without being accompanied by his or her parent or legal guardian that is the Grand Prize Winner.

Potential Grand Prize Winner's failure to respond to notification, execute and return all required forms as detailed above, or to comply with any other provision herein, may result in the potential Grand Prize Winner being disqualified and (time permitting) an alternate potential Grand Prize Winner may or may not be selected at Sponsor's sole discretion.

If any prize notification or prize is returned as undeliverable for any reason, Sponsor may decide, in its sole discretion, to award such prize to an alternate eligible Entrant or if time does not permit (in Sponsor's opinion) to not award such prize.

Acceptance of Grand Prize constitutes permission (except where prohibited) granted to Sponsor to use the Grand Prize Winner's name, user name/handle, likeness, picture, voice, biographical information and statements for publicity, advertising, trade and promotional purposes in connection with the Sweepstakes and/or the Picture in any and all media and manner, and by any and all means now known or hereafter devised in perpetuity worldwide without additional consideration, compensation or limitation of any kind, and without the need to get any further consent. Any and all such recordings shall at all times be owned by, and the exclusive property of, Sponsor.

Grand Prize is not transferable, assignable, or redeemable for cash. No prize substitution will be allowed. If necessary, due to unavailability of a prize for any reason, a prize of equal or greater value may be awarded at the sole discretion of the Sponsor. Grand Prize may not be sold, bartered or exchanged by Grand Prize Winner. Prize is provided "as is" and without any warranty of any kind. Grand Prize Winner is responsible for all taxes and fees associated with prize receipt and/or use. By accepting the Grand Prize, the Grand Prize Winner acknowledges and agrees to compliance with these Official Rules. All federal, state and local tax liabilities are the responsibility of the Grand Prize Winner.

GRAND PRIZE DESCRIPTION & CONDITIONS: Only one (1) Grand Prize will be awarded ("**Grand Prize**"). The **Grand Prize** will consist of a trip ("**Trip**") for the eligible Grand Prize Winner and one (1) travel companion to New York City ("**NYC**") and the opportunity to attend the premiere ("**Premiere**"), if held, of the Picture. The Trip includes the following: (i) round trip ("**R/T**") economy (coach) class airfare for two (2) people from the major U.S. gateway airport nearest the Grand Prize Winner's hometown (as determined by Sponsor) to NYC ("**Flight**"); (ii) R/T airport/Hotel (defined below) and (if determined to be necessary by Sponsor) Hotel/Premiere ground transfers (note: ground transfers awarded in the form of a check) , (iii) two (2) consecutive nights hotel accommodations (single standard room, double occupancy; room and room tax only) at a hotel ("**Hotel**") in/near the NYC area (as specifically determined by Sponsor); (iv) admission to Premiere, if held;. Note: Grand Prize Winner and travel companion are not guaranteed to meet any talent and no images may be taken during Premiere. The approximate retail value ("**ARV**") of the Grand Prize is \$3,750.00. The actual value of the Grand Prize may vary depending on city of departure, dates and times of travel, airfare fluctuations and Hotel charges at the time of travel bookings. Therefore, the actual value of the Grand Prize awarded may be lower or higher at the time it is fulfilled. Any difference between actual value and stated ARV will not be awarded. Travel is subject to the

restrictions and conditions set forth below. Grand Prize Winner must be able to travel on dates necessary to attend Premiere as determined by Sponsor or Grand Prize will be forfeited in its entirety and an alternate potential Grand Prize Winner may (at Sponsor's sole discretion) be selected. It is anticipated that Premiere will take place on 10/21/19 but is subject to change. Any costs associated with Grand Prize receipt and/or use that are not expressly stated above are not included in the Grand Prize and are the responsibility solely of the Grand Prize Winner and his/her travel companion. Such costs may include, without limitation, any additional ground transportation, any unspecified state or local taxes or government surcharges or fees, including, but not limited to, airport fees, trip and travel insurance and premiums, excursions, meals, drinks, incidentals, gratuities, telephone calls, charges for changing dates or other personal costs and expenses not specified herein, and are the sole responsibility of the Grand Prize Winner and his or her travel companion. All travel arrangements are to be administered by West Coast Marketing or its designee. All aspects of the Trip, including, but not limited to, specific airline(s), flights and Hotel are at the sole discretion of the Sponsor. Grand Prize Winner and his or her travel companion will be required to travel on identical itineraries including the same departure city, departure date, destination and return date. Grand Prize Winner and his or her travel companion will be required to provide valid government-issued photo ID at time of travel as required by airline, airport and TSA/government authorities. If Grand Prize Winner elects to travel or partake in trip with no travel companion, no additional compensation will be awarded. Flight transportation and Hotel accommodations must be taken together and cannot be taken separately. No changes will be made to travel details once any element(s) of the travel arrangements have been booked except at Sponsor's sole discretion. All airline tickets issued in conjunction with Grand Prize are not eligible for frequent flyer miles or any other promotional benefit. Sponsor or its designee will not replace any lost or stolen tickets, travel vouchers or certificates or similar items once they are in the Grand Prize Winner's possession, or in the possession of the Grand Prize Winner's travel companion. Grand Prize travel is subject to capacity controls, availability, holiday and other blackout dates and certain other restrictions and conditions, which may include a Saturday night stay, all of which are subject to change. If the Grand Prize Winner lives within one hundred and fifty (150) miles of NYC, air transportation will not be provided and no additional prize element substituted. In the event that admission to Premiere portion of Grand Prize is unavailable due to cancellation, schedule changes or for any other reason, the delivery of the remainder of the Trip shall be considered to have fulfilled the complete and total Grand Prize. No additional prize element will be substituted except at Sponsor's sole discretion. Sweepstakes Entities are not responsible for changes in any element of Grand Prize schedule. In the event Premiere is cancelled or rescheduled for any reason, remainder of Grand Prize as detailed herein shall constitute the complete and total Grand Prize to be awarded. No stopovers are permitted on tickets issued as the Grand Prize; if a stopover occurs, the Grand Prize will terminate and full fare will be charged from the stopover point for the remaining trip segment(s), including the return. Once Hotel and Flight arrangements have been confirmed, no changes will be allowed except by Sponsor at its sole discretion. Any unclaimed and/or unused Grand Prize travel package will remain the property of Sponsor.

Acceptance of Grand Prize constitutes permission (except where prohibited) granted to Sponsor to use the Grand Prize Winner's name, user name/handle, likeness, picture, voice, biographical information and statements for publicity, advertising, trade and promotional purposes in connection with the Sweepstakes and/or the Picture in any and all media and manner, and by any and all means now known or hereafter devised in perpetuity worldwide without additional consideration, compensation or limitation of any kind, and without the need to get any further consent. Any and all such recordings shall at all times be owned by, and the exclusive property of, Sponsor.

Awarding of Grand Prize is subject to the Grand Prize Winner's acceptance of all requisite conditions within these Official Rules and Grand Prize Winner's ability and agreement to grant the rights set forth in these Official Rules and all required documents detailed herein.

POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF THE PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

ODDS OF WINNING: The odds of winning are determined by the total number of eligible Entries received for the Sweepstakes and are equal regardless of method of Entry.

RELEASES: The Sweepstakes Entities, Instagram, Inc., Twitter, Inc. and any and all Internet server(s) and access provider(s), and each and all of their respective parent corporations, successors, subsidiaries, affiliates, related entities, licensees, assigns, and all of their respective officers, directors, shareholders, employees, agents and representatives (collectively, "**Releasees**") are not responsible for: any incorrect or inaccurate Entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, hardware or software, including without limitation any injury or damage to participant's or any other person's computer or wireless device relating to or resulting from participation in the Sweepstakes; theft, tampering, destruction, or unauthorized access to, or alteration of, Entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on

telephone lines or the Internet or any Social Media Platform or web site or for any other reason whatsoever; typographical, printing or other errors; the inability to access any Social Media Platform; the inability to receive Social Media Platform direct messages, emails or telephone calls; any other Sweepstakes related materials which are late, lost, incomplete, misdirected, stolen, mutilated, illegible, or any combination thereof. Entrants, by participating in the Sweepstakes, agree that the Releasees shall have no liability whatsoever for, and shall be held harmless by Entrants against, any liability for any injuries, losses or damages of any kind, including, but not limited to, death or injury to persons, or property loss or damage, relating or resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes. Proof of attempting to submit an Entry is not considered proof of delivery or receipt. Illegible or incomplete Entries, Entries in excess of the limits stated above and mechanically reproduced Entries will be disqualified. All Entries become the property of the Sponsor and will not be acknowledged or returned. False, fraudulent or deceptive Entries or acts shall render its Entrant(s) ineligible. By entering the Sweepstakes, Entrants affirm that they have read and accepted these Official Rules.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Sweepstakes, Entrant agrees that any and all disputes and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration under JAMS Expedited Arbitration. The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator. The arbitrator shall follow California law and the Federal Rules of Evidence in adjudicating the dispute. Entrant waives the right to seek indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses not to exceed fifty dollars (\$50.00), and any and all rights to have damages multiplied or otherwise increased, and the arbitrator shall have no authority to award such damages. The determinations of the arbitrator shall be final and shall not be subject to judicial review; provided, however, that any award or determination rendered by the arbitrator may be entered in any court of competent jurisdiction. The expenses of arbitration, the fees and costs of legal counsel, experts and evidence shall be awarded to the prevailing party. In no event shall any Entrant seek or be entitled to obtain rescission, injunctive or other equitable relief.

CHOICE OF LAW / LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants and Releasees in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of California, USA.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

FORCE MAJEURE: Releasees shall not be liable to Grand Prize Winner or any other person for failure to supply a 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, 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. Releasees shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), Hotel(s), or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Releasees' legal responsibility for loss or damage to baggage shall be strictly governed by the Warsaw Convention and the other applicable conditions of carriage set forth on the passengers' tickets.

GENERAL: If for any reason this Sweepstakes is not capable of running as planned, or if this Sweepstakes or any Social Media Platform or web site (including but not limited to the Sweepstakes Site) associated therewith (or any portion(s) thereof) becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of Entries in

accordance with these Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by Entrants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Sweepstakes or any portion thereof. In the event this Sweepstakes is canceled, the Sponsor may (at Sponsor's sole discretion) conduct a random drawing to award the stated prize from among all eligible, non-suspect Entries received prior to the time of the action or event warranting such cancellation. If such cancellation, termination, modification, or suspension occurs, notification will be posted at [the Sweepstakes Site](#). The Releasees are not responsible for the actions of Entrants in connection with the Sweepstakes, including Entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Sweepstakes, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the Entrant, as well as other possible consequences, including disqualification from any and all existing and future sweepstakes, contest or promotion. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DAMAGE OR CORRUPT ANY SOCIAL MEDIA PLATFORM OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

If a dispute arises about who submitted a Social Media Entry, the Social Media Entry will be deemed submitted by the authorized account holder of the Instagram or Twitter account entered (as applicable). The authorized account holder of the Instagram or Twitter account entered is deemed the natural person who has registered with Instagram or Twitter (as applicable) for the user name associated with the submitted Entry. The potential winner may be requested to provide Sponsor with proof that he or she is the authorized registered user of the Instagram or Twitter account (as applicable) associated with the winning Entry and that all eligibility requirements are met.

If a dispute arises about who submitted an Online Entry, the Online Entry will be deemed submitted by the authorized account holder of the email address used. The authorized account holder of the email address is deemed the natural person who is assigned to an email address by an Internet access provider, service provider, or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential prize winner may be requested to provide the Sponsor with proof that he/she is the authorized account holder of the email address associated with the winning Entry and that all eligibility requirements are met.

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. The Releasees are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's email account to receive email messages. Also, the Releasees are not responsible, and may disqualify an Entrant, if his or her Social Media Platform account, email address or telephone number does not work or if it is changed without Entrant giving prior written notice to Sponsor.

NOTE: Entry must be made by the Entrant only as detailed above. Entries made by any other individual or any entity, and/or originating at any other web site or email address, including, but not limited to, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. The use of any device or software to automate the Entry process is prohibited. Entries or other Sweepstakes materials that are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late, misdirected, postage due, deceptive, in greater quantity than the limit stated above or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion.

MISCELLANEOUS: 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. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Entry Site 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.

NO INJUNCTIVE 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 SWEEPSTAKES OR THE PICTURE, OR ANY OTHER MOTION PICTURE, PRODUCTION OR PROJECT OF SPONSOR OR ANY OF ITS AFFILIATES.

WINNERS LIST: For an Official Winners List (available after 10/10/19), or a copy of these Official Rules, send a self-addressed, stamped envelope to: BLACK AND BLUE Fearless Female Sweepstakes (*please specify Official Winners List or Official Rules*), P.O. Box 9142, Calabasas, CA 91372. Residents of Vermont with a return address in Vermont may omit the return postage on their Official Rules request. Official Rules are also available at blackandbluesweepstakes.com during the Entry Period.

Sweepstakes Administrator.

West Coast Marketing, a division of The Susquehanna Hat Company, 22287 Mulholland Highway, #396, Calabasas, CA 91302. Administrator is not the supplier or guarantor of any prize.

Sponsor.

Columbia TriStar Marketing Group, Inc., 10202 W. Washington Blvd., Culver City, CA 90232

© 2019 Columbia Tri-Star Marketing Group, Inc. All Rights Reserved.

NO PURCHASE, PAYMENT OR SOCIAL MEDIA SHARING IS NECESSARY and will not improve your chances of winning. Sweepstakes starts 10:00am PT on 8/30/19 and ends 11:59pm PT on 9/26/19. Open only to legal residents of 50 U.S. & DC 18 or older. Limit 1 entry per person/household address. See Official Rules at www.blackandbluesweepstakes.com for complete details including how to enter without social media sharing. Void where prohibited.