

**ULTIMATE BILL & TED GIVEAWAY SWEEPSTAKES**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**WINNER(S) WILL BE REQUIRED TO RESPOND TO AN INITIAL WINNER NOTIFICATION FROM SPONSOR (DEFINED BELOW) WITHIN FORTY-EIGHT (48) HOURS AND MAY THEREAFTER BE REQUIRED TO EXECUTE AND RETURN PRIZE-ACCEPTANCE DOCUMENTS, ALL ACCORDING TO THE NOTICE(S) FROM SPONSOR, OR PRIZE MAY BE FORFEITED (IN SPONSOR'S SOLE DISCRETION).**

**THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH TWITTER INC. ("TWITTER") AND/OR FACEBOOK INC. ("FACEBOOK") (COLLECTIVELY, "SOCIAL MEDIA PLATFORMS").**

**BY PARTICIPATING IN THIS SWEEPSTAKES YOU AGREE TO RELEASE TWITTER AND FACEBOOK FROM ANY CLAIMS ARISING FROM YOUR PARTICIPATION IN THIS SWEEPSTAKES. FURTHERMORE, EACH ENTRANT TAKES FULL RESPONSIBILITY FOR COMPLYING WITH THE APPLICABLE SOCIAL MEDIA PLATFORM'S GUIDELINES FOR PROMOTIONS WHEN PARTICIPATING IN THIS SWEEPSTAKES.**

**INTERNET ACCESS AND A VALID TWITTER OR FACEBOOK ACCOUNT ("SOCIAL MEDIA ACCOUNT") ARE REQUIRED FOR ENTRY.**

**BY ENTERING THIS SWEEPSTAKES, YOU AGREE FULLY AND UNCONDITIONALLY TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. BY ENTERING INTO THIS SWEEPSTAKES YOU ALSO AGREE FULLY AND UNCONDITIONALLY TO SPONSOR'S DECISIONS. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR 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.**

- 1. SPONSOR:** The Ultimate Bill & Ted Giveaway Sweepstakes ("**Sweepstakes**") is sponsored by Orion Distribution Company LLC, 245 N. Beverly Drive, Beverly Hills, CA 90120. ("**Sponsor**").
  
- 2. TIME PERIOD FOR THE SWEEPSTAKES:** The Sweepstakes begins at approximately 9:00:00 a.m. Pacific Time ("PT") on September 16, 2020 when Sponsor makes a post from its Twitter Account and Facebook Account ("**Sponsor Account(s)**") announcing the Sweepstakes on that particular Social Media Platform and inviting eligible participants to enter ("**Sponsor's**

**Sweepstakes Post**”), and ends at 9:00:00 p.m. (PT) September 23, 2020 (**“Sweepstakes Period”**). Sponsor’s clock will be the official timekeeper for this Sweepstakes. Your Entry Post (as defined below) must remain active on the Social Media Platform and viewable to Sponsor throughout the Sweepstakes Period, winner selection and prize award period for this Sweepstakes.

**3. ELIGIBILITY:** This Sweepstakes is open only to legal residents of any of the fifty (50) states of the United States or the District of Columbia (**“Territory”**) who are at least eighteen years old and the age of legal majority in their jurisdiction of residence (which is 18 in most states, but is 19 in AL and NE and 21 in MS), and who are registered users of Twitter and/or Facebook in good standing throughout the Sweepstakes Period and prize fulfillment process.

Each eligible person who enters this Sweepstakes unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor. Corporate entities are not eligible and have no right to claim any prize won by their employees. Employees, officers, directors, members, managers, agents, and representatives of Sponsor, its advertising and promotion agencies, and any other entities participating in the design, promotion, marketing, administration or fulfillment of this Sweepstakes, as well as each of their respective parent corporations, subsidiaries and affiliated companies (**“Sweepstakes Entities,”** collectively, with Twitter and Facebook, (the **“Released Parties”**) and members of the immediate families (defined for these purposes as including any spouse, domestic partner, parent, legal guardian, child, legal ward, sibling, grandparent, or grandchild and each of their respective spouses), regardless of where they live and individuals living in the same household as such persons (whether or not related) are not eligible. This Sweepstakes is void outside of the Territory and where prohibited by law.

**4. HOW TO ENTER:** If you meet the eligibility requirements, you may enter this Sweepstakes once on Twitter, and once on Facebook (as further described below) by logging into your Twitter and/or Facebook account (or creating such Social Media Account(s), subject to their respective terms and conditions and privacy policies, if you do not already have one) and making a public post during the Sweepstakes Period that complies with the following:

TO ENTER USING TWITTER: At the beginning of the Sweepstakes Period, Sponsor will post a tweet to the @BillandTed3 handle on Twitter (the **“Handle”**) referencing the Sweepstakes and containing a promo graphic (the **“Tweet”**). To enter the Sweepstakes, you must log on to your Twitter account and retweet this post as well as comment with an example of an **“act of being excellent”**, using the designated hashtag #BillAndTedBeExcellentSweeps to receive one (1) entry (**“Entry”**) into the Sweepstakes. A Twitter account is required to enter via this entry method and can be opened for free at [www.twitter.com](http://www.twitter.com) or by downloading the Twitter application onto your smart phone from your appropriate app store. Twitter’s Terms of Service and privacy policy apply. Your Twitter account must be set to **“public”** and be able to receive direct messages to participate.

TO ENTER USING FACEBOOK: At the beginning of the Sweepstakes Period, Sponsor will post a Facebook post to the @BillAndTed3 Facebook page referencing the Sweepstakes and containing a promo graphic (the “Post”). To enter the Sweepstakes, you must log on to your Facebook account and view the Post on the @BillAndTed3 Facebook page, and then comment with an example of an “act of being excellent” and share the Sponsor’s Sweepstakes Post from @BillAndTed3 on your own Facebook page to receive one (1) Entry into the Sweepstakes. A Facebook account is required to enter via this entry method and can be opened for free at [www.facebook.com](http://www.facebook.com) or by downloading the Facebook application onto your smart phone from your appropriate app store. Use of the Facebook platform and participation in this Sweepstakes is subject to Facebook’s Terms of Use and privacy policy.

In these Official Rules, “tweets” are considered and referred to as “posts.” The aforementioned posts shall be referred to herein as “Entry Posts.” Sponsor will track the Entry Posts and Sponsor’s decision (as made in its sole discretion) to accept or reject a purported Entry Post shall be final and binding on all entrants. Your Entry Post must be completed during the Sweepstakes Period to be eligible in this Sweepstakes. By completing the Entry Post to Sponsor’s satisfaction during the Sweepstakes Period, you will earn one (1) entry into the Sweepstakes.

All Entry Posts must comply with these Official Rules (including without limitation, the Submission Requirements section below) and the applicable Social Media Platform’s terms (Twitter Terms of Service is available at <https://twitter.com/en/tos>; and Facebook Terms of Service available at <https://www.facebook.com/terms.php>.) Your Entry Post will not be deemed an entry in the Sweepstakes until Sponsor verifies that it meets all the Submission Requirements. **Your entry post of your “act of being excellent” will be disqualified in Sponsor’s sole discretion if it contains any of the following: defamatory, obscene, indecent, abusive, offensive, harassing, threatening, overly intrusive, violent, hateful, inflammatory, or otherwise objectionable statements, or images, trademarks and copyrights or other property that infringe third party rights.** However, the substantive content of the Entry Post will not otherwise affect your chances of winning.

Entries must be received and identifiable by Sponsor during the Sweepstakes Period or they will be void. Entries are “received” when the Social Media Platform’s database records the completed Entry Post and the Entry Post is viewable by Sponsor. Other proof of submitting an entry (such as a printed or copied screenshot of your purported Entry Post) does not constitute actual receipt of the entry for purposes of this Sweepstakes. It is each entrant’s responsibility to timely set his/her/their account setting so that Sponsor is able to view the Entry Post. Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect a purported Entry Post from being located using a search to find eligible entries. Sponsor at its sole discretion may accept or disqualify a purported Entry Post that omits any requirement or is technically incorrect. Purported Entry Posts that are not both

actually visible and received by Sponsor during the Sweepstakes Period will not be entered into the Sweepstakes. It is each participant's responsibility to set his or her account settings to ensure that any purported Entry Activity is made publicly, to accept communications by Sponsor, and to timely check his or her account for any comments, @replies, messages, or other communications from Sponsor. Each entrant must be the rightful owner of the Social Media Account, and corresponding email account, utilized for entry.

Entrant's Entry Post must remain active and visible to Sponsor throughout the winner-selection process and award of the prize(s) in this Sweepstakes and Sponsor may, in its sole discretion, disqualify any entrant whose Entry Activity is reversed prior to award of the prize(s). Purported Entry Posts that are incomplete, received outside the Sweepstakes Period, or contain obscene, offensive, or any other language or imagery communicating messages inconsistent with the positive images with which Sponsor wishes to associate itself (all as determined by Sponsor in its sole discretion) will be void. Sponsor is not responsible for changes to any Social Media Platform policy or platform functionality that may interfere with the Sweepstakes or ability of an entrant to timely enter or otherwise participate at all.

**Limit one (1) entry per person, per Social Media Platform in this Sweepstakes.** Entrants may enter the Sweepstakes only once per each Social Media Platform (once on Twitter and once on Facebook). Subsequent attempts made by the same individual to submit multiple entries per Social Media Platform (including via different Social Media Accounts on such Platforms, by repeatedly completing and then reversing an Entry Post, or by any other means or method), in violation of these conditions are void and persons engaging in such conduct may, in Sponsor's sole discretion, be disqualified.

Normal Internet access and usage charges imposed by your Internet Service Provider may apply. Those who use a mobile device to enter the Sweepstakes may incur data/usage charges. Those who do not abide by these Official rules and the instructions of Sponsor or its representatives (including those in the Sweepstakes Post) and provide all required information and content in their entry (if any), may, in Sponsor's sole discretion, be disqualified and any associated entry by such person void. Purported entries that are fraudulent, incomplete, lost, late, misdirected, illegitimate, forged, altered, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries will not be acknowledged. Entries or participation made on your behalf by another, made by you on behalf of any other individual, or made by any entity or group, and/or originating at or using any website or online service not operated by the Social Media Platform(s) as necessary for such Social Media Platform(s) services to function, including, without limitation, through a commercial promotion subscription, notification, and/or entering service, will be declared invalid and disqualified for this Sweepstakes.

As a condition of entering the Sweepstakes, without limiting any other provision in these

Official Rules, each entrant gives consent for Sponsor 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 Sweepstakes and complying with applicable laws, regulations, and rules.

**5. ODDS AND WINNER SELECTION/NOTIFICATION:** Following the close of the Sweepstakes Period, winner(s) will be selected in a random drawing from among all eligible entries received in this Sweepstakes as follows: Up to one winner will be selected from the eligible entries made via Twitter, and up to one winner will be selected from the eligible entries made via Facebook. The drawing will take place within approximately five (5) business days of the close of the Sweepstakes Period. Odds of winning a prize depend on the number of eligible entries received.

Within approximately five (5) business days of the prize drawing, Sponsor will attempt to contact the potential winner(s). Sponsor may contact the potential winner by posting/tweeting a comment on the potentially winning Entry Post on the applicable Social Media Platform instructing the potential winner to contact the Sponsor through such Social Media Platform's direct message feature or through contact information provided in such comment. In addition, Sponsor may also or instead elect (but is under no obligation) to notify potential winner(s) by using the Social Media Platform's direct message feature to the user account from which the potential winning entry originated.

The potential winner(s) will be required to respond to Sponsor as instructed within forty-eight (48) hours of Sponsor attempting to contact the potential winner as described above.

If any prize, prize notification, or Sweepstakes-related communication is rejected, faulty, or returned as undeliverable or if potential winner(s) do(es) not timely respond according to the notification's or Sponsor's instructions or otherwise fails to comply with these Official Rules, such prize of winner(s) may, in Sponsor's sole discretion, be forfeited and an alternate winner may be selected (time permitting). Upon prize forfeiture, no compensation will be given and Sponsor 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. Sponsor reserves the right to modify the notification procedures in connection with the selection of an alternate potential winner, if any.

Potential prize winner(s) may, in Sponsor's sole discretion, be required to complete, sign, have notarized (if applicable) and return an Affidavit of Eligibility and Liability/Publicity Release (unless prohibited by law) and tax documents, if applicable, or similar prize-acceptance documents (collectively, "**Prize Winner Documents**") within the time frame specified and in the form provided by Sponsor, without revision, or prize may be forfeited. The Prize Winner Documents, if applicable, must be received by Sponsor within five (5) business days, or the prize may be forfeited, and an alternate winner may be selected. The prize claim and Prize Winner Documents are subject to verification by Sponsor. The prize(s),

if legitimately claimed, will be awarded and will be shipped within five (5) weeks of completion of all required proof or paperwork, and based on talent availability. Sponsor will not be obligated to pursue more than two (2) alternate winners (time permitting) for any prize for any reason, in which case that prize may go unawarded.

**6. PRIZE(S) & APPROXIMATE RETAIL VALUE (“ARV”):** There will be two (2) total winners selected at random as follows: one (1) winner shall be selected from all eligible entries from Twitter and one (1) winner shall be selected from all eligible entries from Facebook. A winner may win only once. Subject to verification, each winner will receive the following:

(a) Prize Pack: One Bill & Ted Face the Music “prize pack” consisting of various Bill & Ted merchandise, including the following items: (i) one Bill & Ted Face the Music “making of” book with behind the scenes imagery and stories (AVR \$25); (ii) one T-shirt from American Classics with triumphant Bill & Ted Face the Music branding (AVR \$25); (iii) one Bill & Ted face mask (AVR \$15); (iv) one Bill & Ted comic book from Dark Horse Comics giving an extension of the Bill & Ted story (AVR \$15); and (vi) one official Bill & Ted Face the Music full size theatrical movie poster (AVR \$20).

(b) Zoom Conversation with Keanu Reeves and Alex Winter: A chance to participate in a 10-minute conversation with Keanu Reeves and Alex Winter via the Zoom video conferencing platform (the “Zoom Conversation”) (ARV: n/a). **The Zoom Conversation with Keanu Reeves and/or Alex Winter is subject to their respective availability and cannot be guaranteed. Further, due to availability and possible scheduling conflict, each winner may be provided with only one time slot for the Zoom Conversation, which will not be rescheduled should the winner be unable to join at the time provided, and no alternate prize will be awarded.** Link to Zoom; technical issues: At a time solely determined by Sponsor, Sponsor will provide each winner with an email link to the Zoom platform for the Zoom Conversation, which may not be shared with any other person. The Zoom platform and any links to it may contain advertisements, including banner advertisements and sponsored links. Neither Sponsor, nor Keanu Reeves or Alex Winter, or any of their agents or representatives have any control over the technical functioning, or contents of the Zoom or any third-party platform, websites or resources, and accept no responsibility for them or for technical malfunctioning, or any loss or damage that may arise from the winner’s use of them. The winner accesses the Zoom platform or website entirely at his/her own risk and subject to Zoom’s terms of use and privacy policy, which may be found at <https://zoom.us/terms> and <https://www.zoom.us/privacy>. Should any technical issues arise that prevent, hinder, or cut short the Zoom Conversation, Sponsor, in its sole discretion, will determine if the Zoom Conversation will be rescheduled or an alternate prize will be awarded. Zoom Conversation Ground Rules:

- Winners may not transfer the Zoom Conversation prize to another person. Sponsor, in its sole discretion, may require further verification of the winner’s identity before and/or at the start of the Zoom Conversation.

- Winners may have up to two (2) other individuals be physically present with them during the Zoom Conversation. All government COVID guidelines, including social distancing rules, in the winners' jurisdiction should be strictly observed.
- No webcam, live feed, or "insta-Stories" or similar social media format, or any other form of recording (other than via the Zoom platform, solely by Sponsor) is allowed during the Zoom Conversation. Photos may be taken only with Keanu Reeves and Alex Winter's consent.
- Winners or anyone present with them may not wear clothing, make statements, or ask questions that may be deemed defamatory, obscene, indecent, abusive, offensive, harassing, threatening, overly intrusive, violent, hateful, inflammatory, or otherwise objectionable.
- A representative of Sponsor will monitor the Zoom Conversation, and will, in his/her sole discretion, take any action necessary against any violations of the ground rules. Such action may include interrupting, or terminating the Zoom Conversation, or referring to law enforcement. Any decision made by Sponsor's representative is final.

The total AVR of the prize package is \$100. The actual retail value of the prizes may vary depending on location, market conditions, changes in value of components, and other factors. Sponsor is not responsible for and winner will not receive the difference between the actual value of the prize at the time of the award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or materials.

**Limit one (1) prize per person.** While Entrants may enter the Sweepstakes using both Social Media Platforms, they: (a) may enter only once on each Social Media Platform (see Sec. above "Limit one (1) entry per person, per Social Media Platform in this Sweepstakes"); and (b) will be eligible to win only one (1) time, earning one (1) total prize. For example, in the event the same Entrant is selected as a winner on both Social Media Platforms, Sponsor will select an alternate winner at random, time permitting. All prize details not specifically stated in the Sweepstakes Post or these Official Rules will be determined by Sponsor in its sole discretion. All taxes (federal, state, and local), as well as any expenses associated with prize acceptance and use and not specified in these Official Rules as being provided as part of the prize(s), are the sole responsibility of (each) winner. Mailed prize elements, if any, will only be mailed to a confirmed address of winner(s) in the Territory, unless otherwise agreed to by Sponsor. Sponsor is not responsible for and will not replace any lost, mutilated, or stolen prize(s) or prize component, or any prize/prize component that is undeliverable or does not reach winner(s) because of incorrect or changed contact information. If winner(s) do(es) not accept or use the entire prize, the unaccepted or unused part of such winner's prize will be forfeited, and Sponsor will have no further obligation with respect to that prize or portion of the prize. Sponsor is not responsible for any inability of winner(s) to accept or use any prize (or portion thereof) for any reason. Winner is strictly prohibited from selling, auctioning, trading or otherwise transferring any part of a prize, except with Sponsor's permission, which may be granted or withheld for any reason in its sole discretion. No transfers, prize substitutions or

cash redemptions will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute any stated prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, prize unavailability. No more than the stated prize(s) 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.

**7. LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE ACCEPTANCE, USE, MISUSE, OR AWARDING OF THE PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY PRIZE- OR SWEEPSTAKES-RELATED ACTIVITY INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, LOSS, DEATH OR ACCIDENT TO/OF PERSON OR PROPERTY. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE THE RELEASED PARTIES' LIABILITY FOR PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGE CAUSED BY THE RELEASED PARTIES, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL, WILLFUL, MALICIOUS, OR RECKLESS MISCONDUCT.**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WINNER(S) AGREE(S) 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:**

**"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."**

**8. ADDITIONAL DISCLAIMERS: Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, 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, email, Social Media Platform direct**

message, mail, or Sweepstakes-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 Sweepstakes-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 Released Parties 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 or voicemail inbox to receive email or voicemail messages. Released Parties are not responsible, and Sponsor may disqualify you, if your email address, Social Media Account, or other contact information does not work or is changed without prior written notice to Sponsor. Without limiting any other provision in these Official Rules, Released Parties 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 Sweepstakes activities or Released Parties' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Released Party (as determined by Sponsor 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.

**9. RELATIONSHIP OF THE PARTIES:** Each entrant hereby acknowledges and agrees that the relationship between the entrant and each of the Sweepstakes Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to submit his/her entry for purposes of the Sweepstakes does not place any of the Sweepstakes Entities in a position that is any different from the position held by members of the general public, other than as set forth in these Official Rules

**10. ADDITIONAL RULES:** By entering the Sweepstakes (except where prohibited by law), each entrant grants the Sweepstakes Entities the irrevocable, sublicensable, absolute right and permission to use, publish, post or display her or his name, photograph, likeness, voice, prize information, Social Media Account handle, biographical information, city and state of residence, any quotes attributable to her or him and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Sweepstakes Entities' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to her or him, 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 Released Parties from any and all liability related thereto. Nothing contained in these Official Rules obligates Sponsor to make use of any of the rights granted herein and entrant waives any right to inspect or approve any such use. For the avoidance of doubt, the Zoom Conversation and its entire content is owned or controlled by Sponsor and protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. No right, title, or interest in or to the Zoom Conversation is transferred to you, and all rights not expressly granted are reserved by Sponsor,

Sponsor's decisions will be final in all matters relating to this Sweepstakes, including interpretation of these Official Rules, acceptance or rejection of purported entries, determination of the winner(s), and awarding of prize(s). All participants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor. Failure to comply with these Official Rules may result in disqualification from this Sweepstakes. Participants further agree not to damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. Sponsor reserves the right to restrict or void online entries or participation from the Social Media Platform account or other identifiable source if any suspicious entry and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void entries of any entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Sweepstakes. Sponsor'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 Sweepstakes-related materials (including, without limitation, the Sweepstakes Post) and/or these Official Rules (including any alleged discrepancy or inconsistency within these Official Rules), it will be resolved by Sponsor in its sole discretion. Entrants waive any right to claim ambiguity in the Sweepstakes structure or these Official Rules. If Sponsor determines, at any time and in its sole discretion, that a winner or potential winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, or harass any other person, Sponsor 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 Released Parties are not responsible and will have no liability for any purported Entry Activity or other content that is removed from the Social Media Platform for any reason at any time, including removal by Social Media Platform of content that would otherwise qualify as an Entry Activity 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 Released Parties are not responsible for any changes to or unavailability of the Social Media Platform that may interfere with the Sweepstakes (including any limitations, restrictions, or conditions placed upon Sponsor's ability to use the Social Media Platform for the Sweepstakes as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices or communicate with Sponsor, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes. If the Sweepstakes is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes and award the prize(s) from eligible, non-suspect entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor. 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 any prize, Sponsor 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 Social Media Account used at the time of entry, but only if that person meets all other eligibility criteria, otherwise the entry may, in Sponsor's sole discretion, be disqualified and any 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 Sponsor'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 SWEEPSTAKES MAY VIOLATE CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

**11. GOVERNING LAW/DISPUTES/ARBITRATION:** As part of these Official Rules, you and Sponsor each agree as follows (the "**Arbitration Agreement**"): Any claim or controversy arising out of or relating to these Official Rules, your participation in the Sweepstakes 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 Sponsor retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, and Sponsor 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 Sweepstakes, or your receipt or use of any prize shall be governed by the procedural and substantive laws of the State of California, without reference to its choice-of-law rules. The arbitration will be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures then in effect. The arbitration shall be presided over by a single arbitrator 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, Sponsor 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.

**12. WINNER LIST/OFFICIAL RULES:** A copy of these Official Rules is available online during the Sweepstakes Period by visiting <https://billandted3.com/> For information about who won, send an email to [BillAndTed3FaceTheMusic@gmail.com](mailto:BillAndTed3FaceTheMusic@gmail.com) with the subject line "Sweepstakes Winner List." Requests for winner information must be received no later than three (3) months after the end of the Sweepstakes Period.

**13. SPONSOR:** Orion Distribution Company LLC., 245 N. Beverly Drive, Beverly Hills, California 90210.

Reference to third parties in connection with third-party websites, products, or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.