

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY OR ASSOCIATED WITH ANY OF THE FOLLOWING PARTIES: FACEBOOK, INC. ("FACEBOOK"), INSTAGRAM, LLC ("INSTAGRAM"), TWITTER, INC. ("TWITTER"), OR TUMBLR, INC. ("TUMBLR").

POTENTIAL WINNERS WILL BE REQUIRED TO RESPOND TO AN INITIAL NOTIFICATION FROM SPONSOR (DEFINED BELOW) WITHIN TWENTY-FOUR (24) HOURS AND WILL ALSO BE REQUIRED TO EXECUTE PRIZE ACCEPTANCE DOCUMENTS AND RETURN THEM WITHIN FORTY-EIGHT (48) HOURS FROM THE DATE OF ISSUANCE, AS MORE FULLY DETAILED BELOW.

BY ENTERING THIS CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU, A CLASS-ACTION WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

(1) OVERVIEW:

THE STRANGERS:PREY AT NIGHT Fan Art Contest ("**Contest**") is sponsored by Aviron Pictures. ("**Sponsor**" or "**Aviron.**"). The Contest begins at 9:01:00 a.m. Pacific Time ("PT") on January 15, 2018, and ends at 11:59:59 p.m. PT on February 9, 2018 (the "**Contest Period**"). Eligible participants (see Eligibility requirements, below) may enter the Contest by creating a drawing, painting, photograph, design, or other artistic image inspired by the forthcoming Aviron Pictures release of *THE STRANGERS:PREY AT NIGHT* (collectively an "**Artwork**"). and posting that Artwork to one of the approved Social-Media Platforms with all required language in the Entry Post (each term defined and described below). **See Section 4, below, for important Submission Requirements for your Artwork before entering.** Following the close of the Contest Period, one (1) entrant will be selected as the potential winner of this Contest through a multi-stage judging process, as described below.

(2) ELIGIBILITY:

This Contest is open only to legal residents of any one (1) of the forty-eight contiguous United States or the District of Columbia ("**Territory**") who are at least eighteen (18) years of age and the age of majority in their state or jurisdiction of residence as of the date of entry. Employees, officers, directors, members, managers, agents, and representatives of Sponsor, Ted Perez, LLC., their respective corporate partners, parent companies, divisions, subsidiaries, affiliates, assigns, and successors in interest, each of their respective advertising, promotion and public-relations agencies, and any other party participating in the development, design, administration, or fulfillment of this Contest (collectively, along with Facebook, Instagram, Twitter, and Tumblr, the "**Released Parties**"), and the immediate families (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and members of the same household (whether legally related or not) of each such individual, are ineligible to participate or win the prize in this Contest. Participation in this Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor. Facebook, Instagram, Twitter, and Tumblr are referred to collectively in these Official Rules as the "**Social-Media Platforms.**"

(3) HOW TO ENTER:

To enter this Contest, you must first create a piece of Artwork. Your Artwork must comply with each of the Submission Requirements detailed in Section 4 below. While the precise content of your Artwork is up to you, please be aware that your Artwork will be judged in part on how it relates to the theme of

Sponsor's film *THE STRANGERS:PREY AT NIGHT* ("**Film**"), as described in the "Winner Selection/Notification" section below. To learn more about the Film and watch a trailer, please visit <http://preyatnight.com>. Once you have created your Artwork, you may enter this Contest by posting your qualifying Artwork, along with the Required Tag (defined below), on your choice of Social-Media Platform in accordance with the instructions below (each, an "**Entry Post**"). **Irrespective of your chosen Social-Media Platform, your Entry Post must include the hashtag "#STRANGERSFanArtContest" ("Required Tag")**. (Sponsor may, in its sole discretion, void any purported entry and/or disqualify you if you do not include the Required Tag when posting your Entry Post.) In posting your Entry Post, you may have the opportunity to publicly post text or other user-generated content in addition to your Artwork (collectively, with your Photo, your "**Entrant Content**"). All Entrant Content you submit, post, or otherwise distribute in connection with this Contest must comply with the "Submission Requirements" detailed in Section 4 below and otherwise comply with these Official Rules. **By posting an Entry Post you are agreeing to these Official Rules.**

You may post your Entry Post through any one (1) of the following three (3) "**Entry Methods**":

1. **Instagram.** By logging into your account on Instagram and posting your Artwork along with the Required Tag.
2. **Twitter.** By logging into your account on Twitter and Tweeting your Artwork along with the Required Tag.
3. **Facebook.** By logging into your account on Facebook, finding the official Contest announcement post on Sponsor's official *THE STRANGERS:PREY AT NIGHT* Facebook Page, available at www.facebook.com/thestrangers ("**Contest Post**"), and posting a comment on the Contest Post that includes your Artwork and the Required Tag.

Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect the ability of Sponsor to locate a purported Entry Post using a search to find eligible entries. Sponsor may not be able to view purported Entry Posts, receive or send communications, or otherwise detect participation from or interact with entrants who have account settings within their chosen Social-Media Platform that make their updates, comments, posts or communications private, protected, or otherwise limited due to the way the Social-Media Platforms operate their respective services. Sponsor may not be able to communicate with a participant via some of Twitter or Instagram's features if participant does not "follow" Sponsor's @thestrangers account on Twitter or Instagram. No entrant is required to follow any Sponsor account on any of the Social-Media Platforms and may discontinue following Sponsor or having an account on any Social-Media Platform at any time, but doing so may mean that Sponsor cannot receive or provide communications for purposes of administering this Contest, which could result in entrant being disqualified and ineligible to win a prize. It is each participant's responsibility to set his or her account settings on the applicable Social-Media Platform to ensure that any purported Entry Post is made publicly, to accept contacts by Sponsor, and to timely check his or her account for any comments, @replies, messages, direct posts, or other communications (as applicable) from Sponsor. Sponsor is not responsible for changes to any functionality or policy of a Social-Media Platform (or any website or mobile application offered as part of such Social-Media Platform) that may interfere with the Contest or ability of an entrant to timely enter or otherwise participate at all.

LIMIT ONE (1) ENTRY PER PERSON AND PER DAY PER SOCIAL-MEDIA PLATFORM, PROVIDED THAT EACH ENTRY MUST INCLUDE A MATERIALLY DIFFERENT PIECE OF ARTWORK (AS DETERMINED BY SPONSOR IN ITS SOLE DISCRETION). Subsequent attempts made by the same individual to submit entries in excess of the above-stated limit by submitting multiple Entry Posts that include a single piece of Artwork, by using multiple accounts on a single Social-Media Platform, or by any similar means are void and persons engaging in such conduct may, in Sponsor's sole discretion, be disqualified. Entries must be submitted and received by Sponsor during the Contest Period through one of the approved Entry Methods and in strict accordance with the instructions and restrictions in these Official Rules. Entry Posts that are not both actually visible and timely received by Sponsor will not be entered into this Contest. For purposes of this Contest, an Entry Post is "received" when the applicable Social-Media Platform records your Entry Post and it is visible to Sponsor during the

Contest Period. Other proof of submitting or attempting to submit an entry (such as, without limitation, a screenshot of your purported Entry Post on one of the Social-Media Platforms) does not constitute proof of actual receipt of the entry for purposes of this Contest. Entrant's Entry Post must remain visible to Sponsor throughout the award of the prize in this Contest and Sponsor may, in its sole discretion, disqualify any entrant whose Entry Post is removed or otherwise made invisible to Sponsor prior to such time. Sponsor, at its sole discretion, may accept or disqualify any purported Entry Post that omits or contains a technically incorrect variation of the Required Tag. Purported Entry Posts that are incorrect or incomplete, received outside the Contest 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. Those who do not abide by these Official Rules or the instructions of Sponsor or its representatives and provide all required information may, in Sponsor's sole discretion, be disqualified and any entry by such person void. Entries that are fraudulent, forged, altered, incomplete, lost, late, misdirected, mutilated, illegitimate, incomprehensible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries or participation made by you on behalf of any other individual or any entity or group, made by another on your behalf, or originating at any online service other than one of the approved Social-Media Platforms (including, without limitation, through a commercial promotion subscription, notification, or entering service) will be declared invalid and disqualified for this Contest. As a condition of entering the Contest, 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 Contest and complying with applicable laws, regulations, and rules. YOU SHOULD RETAIN A BACK-UP COPY OF YOUR ARTWORK AND ANY OTHER ENTRANT CONTENT YOU SUBMIT. ANY ENTRY OR ENTRANT CONTENT THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE OFFICIAL RULES MAY, IN SPONSOR'S SOLE DISCRETION, BE DEEMED INELIGIBLE.

(4) SUBMISSION REQUIREMENTS:

All Entrant Content must meet all of the following requirements, as determined by Sponsor in its sole discretion, or the associated entry may be disqualified:

- Your Artwork must be a still image; no videos or other animations are allowed.
- Entrant Content must be entirely in the English language.
- All Entry Posts must include the Required Tag: #StrangersFanArtContest.
- All Entrant Content posted to a Social-Media Platform must comply with the terms, policies, guidelines, and technical specifications applicable to that Social-Media Platform, including all size, resolution, and file format restrictions for uploaded images.
- No person may appear in your Entrant Content except for you and those people depicted in any Sponsor Content you use (defined below). Do not include any friends or family members in your Entrant Content (even if you have that person's permission) or you may be disqualified.
- **Your Entrant Content must be original to you (or in the public domain) and may not infringe upon the rights of any third parties. No other person or entity may have rights to your Entrant Content. You may, however, reference Sponsor's *THE STRANGERS: PREY AT NIGHT* Film or depict images from the Film (including talent from the Film) ("Sponsor Content") in your Entrant Content, but may not include any depiction of or image, quote, or other content from the film *THE STRANGERS 2007 movie* ("Original"). For example, your Artwork may depict characters from the Film, but your Artwork must not depict any actor or actress that portrayed such character in the Original. Any usage of the Sponsor Content permitted by this section is allowed solely for use by you for entry into the Contest and may only be used in a positive and non-disparaging manner.**

- **For Artwork that consists of or contains photography, any third-party content appearing in that Artwork must appear in a non-infringing manner where that content is incidental, in the background, and not the focal point of any Entrant Content (all as determined by Sponsor in its sole discretion) or where that third-party content is in the public domain. Other types Entrant Content should include third-party content only where that content is in the public domain (i.e., no longer subject to copyright protections).**
- Do not include any third-party logos, brands, products or trademarks in your Entrant Content. Your Entrant Content must not infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright (including moral rights), trademark, trade secret, or right of privacy or publicity.
- Your Entrant Content must be suitable for viewing by the general public. No profanity, excessive violence, nudity, or obscene material is allowed. Do not include any deceptive, disparaging, defamatory, harassing, or hateful material in your Entrant Content or any virus or harmful code.
- Your Entrant Content cannot encourage dangerous or illegal activities and must not in any way violate any federal, state, or local law, rule, or regulation.
- **You agree that your participation in the Contest and agreement to these Official Rules and any Released Party's display and use of the Entrant Content will not violate any agreement to which you are a signatory or party and that no such agreement otherwise limits your ability to participate in this Contest or grant the rights granted by you in these Official Rules.**
- **You agree to indemnify the Released Parties against any and all claims from any third party for any use by any Released Party of the Entrant Content authorized pursuant to these Official Rules.**

Sponsor reserves the right in its sole discretion to disqualify you from the Contest and/or cease or refrain from displaying or publishing any Entrant Content that – as determined by Sponsor in its sole discretion – refers, depicts, or in any way reflects negatively upon a Released Party, the Contest, or any other person or entity or does not comply with these Submission Requirements or any other requirement of these Official Rules.

(5) WINNER SELECTION/NOTIFICATION:

One (1) winner will be selected from among all eligible Entry Posts received during the Contest Period through a two-stage judging process, as described below. First, all eligible Entry Posts received will be evaluated by a panel of judges selected by Sponsor (the **"First-Round Judges"**), based on the following criteria according to the percentage weights indicated: degree to which the Artwork relates thematically to the Film (40%); creativity and originality of the Artwork (30%); and technical skill and execution of the Artwork (30%) (**"Criteria"**). The First-Round Judges will select the ten (10) Entry Posts with the highest scores to advance to the second round of judging (each a **"Finalist"**).

In the second round, all eligible Finalists will be evaluated by a second judge or panel of judges selected by Sponsor (**"Second-Round Judges"**), who will re-score each Finalist's Entry Post by applying the Criteria. (The First-Round Judges and Second-Round Judges are collectively referred to in these Official Rules as the **"Judges"**). The one (1) Entry Post with the highest score in the second-round of judging will be declared the potential winner of the Contest.

In the event of a tie in the selection of any Finalist or the winner, the Entry Post with the highest score in the "thematic relation to the Film" Criterion will be named a Finalist or winner, as applicable. If there is still a tie, the Entry Post with the highest score in the "creativity" Criterion will be named a Finalist or winner, as applicable.

Sponsor reserves the right to contact entrants for verification purposes and administration of the Contest. All Judges' decisions are final and binding in all matters relating to this Contest. Each entrant acknowledges that other entrants may have created ideas and concepts contained in their Entrant Content that may have familiarities or similarities to his/her Entrant Content, and agrees that he/she

will not be entitled to any compensation or right to negotiate with the Released Parties because of these familiarities or similarities. The Judges' decision will be rendered by approximately February 16, 2018. The potential winner will be notified in accordance with the procedures outlined below, depending on the Entry Method used by the potential winner.

If the potentially winning Entry Post was entered via Instagram (Entry Method 1): Sponsor will attempt to notify the potential winner by direct message to the user account that posted the potentially winning Entry Post. The potential winner must respond within twenty-four (24) hours and in accordance with the instructions in the notification or the prize may, in Sponsor's sole discretion, be forfeited. If the potential winner does not follow Sponsor's @thestrangers Twitter account (and Sponsor is therefore unable to send direct message to such person), Sponsor will post an @reply to the potential winner's Twitter account informing him or her that he/she may have won a prize and instructing him/her to follow Sponsor's Twitter account in order to receive a direct message. The potential winner will have to set his or her Twitter account to follow Sponsor within the time stated in Sponsor's @reply to the potential winner or else Sponsor may disqualify that potential winner. Potential winner may discontinue following Sponsor after the completion of the eligibility verification and prize fulfillment procedures.

If the potentially winning Entry Post was entered via Twitter (Entry Method 2): Sponsor will attempt to notify the potential winner by direct message to the user account that posted the potentially winning Entry Post. The potential winner must respond within twenty-four (24) hours and in accordance with the instructions in the notification or the prize may, in Sponsor's sole discretion, be forfeited. If the potential winner does not follow Sponsor's @thestrangers Twitter account (and Sponsor is therefore unable to send direct message to such person), Sponsor will post an @reply to the potential winner's Twitter account informing him or her that he/she may have won a prize and instructing him/her to follow Sponsor's Twitter account in order to receive a direct message. The potential winner will have to set his or her Twitter account to follow Sponsor within the time stated in Sponsor's @reply to the potential winner or else Sponsor may disqualify that potential winner. Potential winner may discontinue following Sponsor after the completion of the eligibility verification and prize fulfillment procedures.

If the potentially winning Entry Post was entered via Facebook (Entry Method 3): Sponsor will attempt to notify the potential winner via Facebook message, by posting notice on Sponsor's official THE STRANGERS:PREY AT NIGHT Page on Facebook (www.facebook.com/thestrangers), by commenting on the potentially winning Entry Post, or any combination of the above. The potential winner must respond within twenty-four (24) hours and in accordance with the instructions in the notification or the prize may, in Sponsor's sole discretion, be forfeited.

The following applies to any potential winner, irrespective of entry/notification method: It is each potential winner's responsibility to set his or her account settings on the applicable Social-Media Platform to accept contacts by Sponsor and to timely check his or her account for any comments, @replies, messages, or other communications from Sponsor. **FAILURE TO TIMELY RESPOND OR COMPLETE ANY OF THE STEPS SET FORTH IN THE NOTIFICATION PROCEDURES ABOVE FOR ANY REASON, INCLUDING FAILURE BY ANY POTENTIAL WINNER TO NOTICE OR ACCEPT A COMMENT, @REPLY, DIRECT MESSAGE, FACEBOOK MESSAGE, OR OTHER COMMUNICATION SENT BY SPONSOR, MAY RESULT IN DISQUALIFICATION OF SUCH POTENTIAL WINNER AND SELECTION OF AN ALTERNATE WINNER.** Potential winner may be required to complete, sign, have notarized (if applicable), and return an Affidavit of Eligibility and Liability/Publicity Release (unless prohibited by law), a confidentiality agreement and tax documents (collectively, "Prize Winner Documents"), any or all of which may require the potential winner to provide his or her Social Security Number and a copy of a government-issued identification or number therefrom, 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 forty-eight (48) hours of Sponsor sending the documents to the potential winner or other time frame as stated in the Prize Winner Documents, or prize may be forfeited and an alternate winner may be selected. As a condition of remaining eligible in this Contest, any potential winner agrees that, upon request by Sponsor, (s)he will provide Sponsor or its representative with a retainable copy of his or her Artwork in the file format requested by Sponsor. If any prize, prize notification, or other Contest-related communication is returned as undeliverable or if a selected potential winner cannot be reached

or does not respond as instructed after Sponsor has attempted to notify that potential winner, that selected winner may be disqualified and an alternate winner may be selected (time permitting and in Sponsor's sole discretion). Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winner, if any. The prize claim and Prize Winner Documents are subject to verification by Sponsor. The prize, if legitimately claimed, will be awarded. Sponsor will not be obligated to pursue more than two (2) alternate winners (time permitting) for any reason.

(6) PRIZE, QUANTITY:

Subject to verification, the one (1) grand prize winner in this Contest will receive a \$500 gift card and their artwork will be featured in an outdoor art installation in Los Angeles, CA.

Sponsor is not responsible for a potential winner's inability to accept or use the prize for any reason, including, without limitation. The Released Parties are not liable for any missed prize events, opportunities, or expenses incurred. Additional restrictions may apply.

Winner may be issued a 1099 and related tax forms for the actual value of the prize. No more than the stated prize will be awarded. Sponsor will not replace any lost, mutilated, or stolen prizes or prize elements or any prizes that are undeliverable or do not reach the winner because of an incorrect or changed address or contact information. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. No transfers, prize substitutions, or cash redemptions will be made, except at Sponsor's sole discretion. Winner is strictly prohibited from selling, auctioning, trading, or otherwise transferring any part of the prize, except with Sponsor's permission, which may be granted or withheld for any reason in its sole discretion. Any mailed prize elements will only be mailed or otherwise provided to the verified winner's address in the Territory, unless Sponsor, in its sole discretion, agrees otherwise. Sponsor reserves the right to substitute any prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including unavailability of the stated prize. Each entrant waives 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.

WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, WINNER AGREES THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE IN ANY WAY FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY. WINNER ACKNOWLEDGES THAT HE OR SHE IS SOLELY RESPONSIBLE FOR ANY ACTIONS, CLAIMS, OR LIABILITIES OF HIS OR HER GUEST RELATED TO ANY CONTEST-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY ACTIONS, CLAIMS OR LIABILITIES RELATED TO GUEST'S PARTICIPATION IN THE PRIZE TRIP.

(7) LICENSE:

Each entrant, upon submission of any Entrant Content in this Contest, hereby irrevocably grants to Sponsor, and each of its licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the Entrant Content, in whole or in part, for any purpose and in any manner or medium now or hereafter known or devised (including, without limitation, optical media, streaming media, film, television, print, interactive devices, mobile media, Internet and online systems), throughout the universe and in any and all languages (including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title, and adapt the same, to combine it with other material, and otherwise use and exploit it) without having to give any compensation or attribution to entrant or

any third party, except for the awarding of the prize to the winner in this Contest. Sponsor, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works of Entrant Content, to assign or transfer any or all of Sponsor's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting any of the foregoing, Sponsor will have the right to (i) use the Entrant Content (and all images, text, and materials included or depicted therein) in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose and (ii) copy and repost Entrant Content originally posted by entrant on one Social-Media Platform on Sponsor's own account or Page on any other Social-Media Platform in order to administer and promote the Contest. Entrants hereby forever waive and relinquish all so-called "moral rights" (*droit moral*) now or hereafter recognized in connection with his or her Entrant Content. Entrants acknowledge that, as a condition of being selected as a winner in this Contest, Sponsor may request that the entrant grant Sponsor additional rights in the Entrant Content as may be set forth in the Prize Winner Documents. Entrants must maintain the ability to assign additional rights in the Entrant Content to Sponsor free of any limitations, restrictions, or third-party obligations. Entrants agree that Sponsor shall have sole discretion in determining the extent and manner of its use of Entrant Content pursuant to the rights granted to it under these Official Rules and is not obligated to use any Entrant Content. Each entrant acknowledges that Entrant Content is not being submitted in confidence or in trust to any Released Party and that no confidential or fiduciary relationship is intended or created. Entrant Content is not confidential and the Released Parties' only obligations to entrants regarding Entrant Content are as specifically set forth in these Official Rules. Each entrant acknowledges that the Released Parties and other entrants may have created ideas and concepts contained in their Entrant Content (or any materials unrelated to this Contest) that may have familiarities or similarities to his/her own Entrant Content, and that he/she will not be entitled to any compensation or right to negotiate with any Released Parties because of these familiarities or similarities. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate entrants for their Entrant Content and there is no obligation whatsoever for any Released Party to pay or otherwise compensate entrants for any of their ideas or materials in any communications with a Released Party. The Released Parties reserve the right to request from entrant at any time proof that entrant maintains all necessary rights in their Entrant Content in order to grant the applicable Released Party the rights required herein in a form acceptable to such Released Party. Failure to provide such proof may lead to, among other things, the entrant being disqualified from the Contest.

(8) GOVERNING LAW / RELEASE / INDEMNITY / LIMITATION OF LIABILITY:

VOID WHERE PROHIBITED BY LAW. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH ENTRANT AGREES TO RELEASE, DISCHARGE, HOLD HARMLESS, AND INDEMNIFY EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY CLAIMS, DAMAGES, DISABILITIES, ATTORNEYS' FEES, AND COSTS OF LITIGATION AND SETTLEMENT, AS WELL AS ANY LIABILITY WHATSOEVER, FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH: (I) THE CONTEST; (II) THE USE, ACCEPTANCE, POSSESSION, MISUSE OR AWARDING OF THE PRIZE; OR (III) WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING ON THE PRIZE TRIP OR TO OR FROM ANY OTHER CONTEST- OR PRIZE-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO/OFF PERSON OR PROPERTY.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZES 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 TEN DOLLARS (\$10.00), 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 TEN DOLLARS (\$10.00), 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, TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW, ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF, PROVIDED THAT NOTHING HEREIN WILL RESTRAIN AN ENTRANT'S RIGHT, IF ANY, TO SEEK PUBLIC INJUNCTIVE RELIEF AS PERMITTED BY LAW.

(9) DISPUTES / ARBITRATION:

The parties each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Los Angeles County, California, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest or any prize awarded shall be resolved solely by binding arbitration before a sole arbitrator under the Streamlined Arbitration Rules & Procedures of JAMS Inc. ("**JAMS**") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("**AAA**") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Chicago, IL, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to entrant's residence); provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Los Angeles County, California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court. To the fullest extent permitted by applicable law, each entrant waives any right to seek to enjoin or restrain the operation or exploitation of this Contest, the Film, any advertising or other materials issued in connection with the Contest or the Film, or any other Released Party property.

(10) ADDITIONAL DISCLAIMERS:

The 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 entry, email, mail, or Contest-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, any Contest-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 or entry information. Released Parties are not responsible for electronic communications that are undeliverable or do not reach entrant as a result of any form of active or passive filtering of any kind (including, without limitation, rejection or segregation of any Twitter or Instagram message based on entrant's decision not to follow Sponsor's account on such Social-Media Platform or messages from Sponsor that are segregated into an "Other" or similar folder) or insufficient space in a potential winner's email or voicemail inbox to receive email or voicemail messages. Released Parties are not responsible, and may disqualify you, if your email address 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, the 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 the prize or any part thereof in the event that any of the Contest 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.

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 AGAINST THE RELEASED PARTIES. SECTION 1542 READS AS FOLLOWS:

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

(11) GENERAL RULES:

By entering the Contest (except where prohibited by law), each entrant grants the Released Parties the irrevocable, sublicensable, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, prize information, biographical information, any quotes attributable to him or her, and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional, and publicity purposes anywhere worldwide and in any medium now known or hereafter discovered or devised (including, without limitation, online) without any limitation of time, without further obligation or compensation of any kind, 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 any Released Party to make use of any of the rights granted herein and winner waives any right to inspect or approve any use made pursuant to the rights granted.

Sponsor's decisions will be final in all matters relating to this Contest, including interpretation of these Official Rules, selection of the winner, and awarding of the prize. All participants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor. Participants further agree to not damage or cause interruption of the Contest and/or prevent others from participating in or engaging with the Contest. Sponsor reserves the right to restrict or void entries or other participation from any IP address or other identifiable source if any suspicious entry and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void the entry of any entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Contest. Sponsor's failure 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 Contest-related materials and/or these Official Rules (including any alleged ambiguity, 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 Contest or these Official Rules. If Sponsor determines at any time 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 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. No Released Party is responsible or will have any liability for any purported Entry Post that is removed from any of the Social-Media Platforms for any reason at any time, including removal by a Social-Media Platform of purported Entry Posts in response to such content being “flagged” or reported as inappropriate. No Released Party is responsible for changes to any Social-Media Platform or any of the functionality of any such Social-Media Platform that may interfere with the Contest or ability of a participant to participate. If the Contest is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify, or suspend the Contest and award the prize 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 a 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 an entrant, the entrant will be declared to be the registered account holder of the email address associated with the Social-Media Platform account through which the entry was submitted, 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 will be 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 applicable email address. Any potential winner may be required to provide Sponsor with proof that he or she is the registered account holder of the email address associated with Social-Media Platform account from which the potentially winning entry was submitted. If a dispute cannot be resolved to Sponsor’s satisfaction, the entry will be deemed ineligible. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST 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.

(12) PRIVACY POLICY:

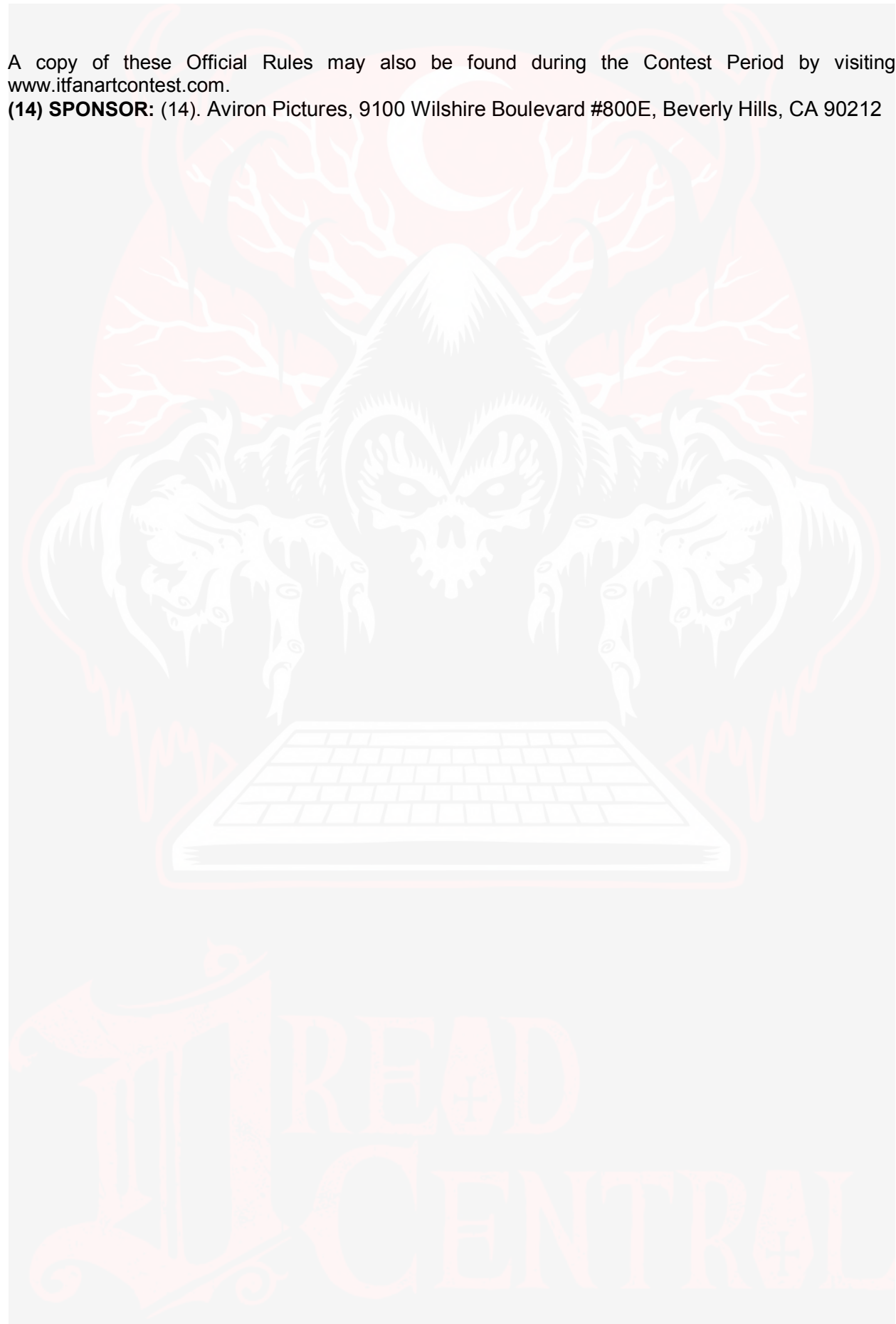
Any personal information supplied by you to Sponsor in this Contest will be subject to, and treated in a manner consistent with, Sponsor’s privacy policy posted at www.avironpictures.com/privacy/policy.html.

(13) WINNER’S LIST/OFFICIAL RULES:

For a copy of these Official Rules or to find out who won, send a stamped self-addressed envelope to: “THE STRANGERS:PREY AT NIGHT FAN ART CONTEST – RULES” or “THE STRANGERS:PREY AT NIGHT FAN ART CONTEST – WINNERS LIST” (as applicable), Attn: AVIRON Interactive Marketing, 9100 Wilshire Boulevard #800E, Beverly Hills, CA 90212 Rules requests must be received during the Contest Period. Vermont residents may omit return postage with Rules requests. Requests for the winners list must be received within three (3) months of the end of the Contest Period.

A copy of these Official Rules may also be found during the Contest Period by visiting www.itfanartcontest.com.

(14) SPONSOR: (14). Aviron Pictures, 9100 Wilshire Boulevard #800E, Beverly Hills, CA 90212



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