

# SWEEPSTAKES OFFICIAL RULES

## **FIVE BELOW THE BATMAN™ SWEEPSTAKES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

**ELIGIBILITY:** Only legal residents of the fifty (50) United States plus D.C., thirteen (13) years of age and older, may enter. Not open to employees, officers or directors -- or to members of the immediate family or household of Five Below, Inc, or any advertising or promotion agencies involved in this Sweepstakes promotion (collectively, the "Sweepstakes Entities"). Void where prohibited.

**SWEEPSTAKES PERIOD:** The Sweepstakes begins on March 3, 2022 at 3 PM Eastern Time ("ET") and ends on March 31, 2022 at 9 p.m. ET (the "**Sweepstakes Period**"). The Sponsor's database computer is the official time-keeping device for this Sweepstakes. Proof of submission is not proof of receipt.

**HOW TO ENTER:** There is NO PURCHASE NECESSARY to participate. A purchase does not increase your chances of winning. To enter, the entrant must enter their email address at [https://info.fivebelow.com/SWEEPS\\_Batman-Feb2022.html](https://info.fivebelow.com/SWEEPS_Batman-Feb2022.html) to be entered for a chance to win a movie still from The Batman™ signed by Matt Reeves, movie director. Your email shall be deemed a "Submission." Limit one (1) entry per email account. Entries found to be in excess of this limit will be disqualified. Use of a single registered email account will qualify as an entry. By participating in the Sweepstakes, you unconditionally accept and agree to comply with and abide by these Official Rules and all decisions of the judges, which shall be final and binding in all respects. Any information submitted by you will be subject to the privacy policy posted on the Five Below website as more particularly set forth below. Use of any automated system to participate is prohibited and will result in disqualification of participant and voiding of all of participant's entries. In the event of a dispute as to any email account, the authorized account holder of used to register the email account will be deemed to be the participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each participant selected as a potential winner may be required to show proof of being the authorized account holder as part of the winner validation process.

**WINNER SELECTION AND NOTIFICATION:** On or around April 4, 2022, One (1) prize winner will be randomly selected from among all eligible entries received during the Sweepstakes Period. If the winner does not respond within five (5) days after notification via the User's email, or if the prize or prize notification is returned as unclaimed or undeliverable to such

potential winner, such potential winner may be disqualified and an alternate winner may be selected in a random drawing from among all remaining eligible entries. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected.

**PRIZES/ODDS:** The Prize winner will receive a The Batman™ still signed by Matt Reeves. The value of the prize (Total ARV) is: \$500.00. Prizes are non-transferable, and no cash alternative or prize substitutions will be allowed, except in Sponsor's discretion. A substitute of comparable or greater value may be awarded if any prize listed becomes unavailable for any reason. Sweepstakes is open to more than 100 million internet users in the United States. Allow 4-6 weeks after validation for delivery or arrangement for delivery of prize. The odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Period. Limit one (1) prize per household.

**GENERAL PRIZE CONDITIONS:** Each potential winner (a) is responsible for all federal, state and/or local taxes, and for any other fees or costs associated with acceptance or use of any prize, and (b) may be required to execute an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If a winner is not of legal age of majority in his or her state of residence (a "**minor**"), at Sponsor's option, the applicable prize either may be awarded in the name of parent or legal guardian of winner, or parent or legal guardian of winner may be required to ratify and sign all Prize Claim Documents.

**GENERAL PROVISIONS:** By entering the Sweepstakes and/or accepting prizes, each entrant grants to Sponsor (and its licensees and partners) a non-exclusive, worldwide, royalty-free, perpetual license to edit, publish, promote, republish at any time in the future, and otherwise use entrant's name, likeness, biographical information, submission and any other information or materials provided by entrant, in any and all media now known or hereinafter devised, without territorial restriction (except where prohibited by law), for possible editorial, publicity, promotional or advertising purposes, without further permission, notice or compensation (except where prohibited by law). All submissions, including submission file and content, if applicable, will become the property of Sponsor, and may be used by Sponsor for commercial purposes without payment of any kind to the participating entrants. Each entrant agrees to irrevocably and unconditionally transfer and assign to Sponsor all rights to all information submitted during the Sweepstakes, and agrees to execute and deliver such documents, certificates, assignments and other writings, and take such other actions as may be necessary or desirable to vest in Sponsor the ownership rights granted to Sponsor hereunder.

BY RECEIPT OF ANY PRIZE, WINNER AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, INSTAGRAM, INC. AND ANY PROMOTIONAL PARTNERS, OF EACH OF THEIR PARENT, SUBSIDIARY, AFFILIATE AND RELATED COMPANIES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ANY LOSSES, DAMAGES, RIGHTS, CLAIM OR CAUSE OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF

PARTICIPATION IN THE SWEEPSTAKES OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) unauthorized human intervention in any part of the entry process or the Sweepstakes; (3) technical or human error which may occur in the administration of the Sweepstakes or the processing of Sweepstakes submissions, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (4), late, lost, undeliverable, or damaged mail; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Sweepstakes or receipt or use of any prize or while traveling to or from any prize-related activity. Each winner also further acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to any prize or this Sweepstakes including but not limited to quality, condition or fitness for a particular purpose. If for any reason a participant's submission is confirmed to have been erroneously lost, or otherwise destroyed or corrupted, participant's sole remedy is another submission and thereby another entry into the Sweepstakes. No more than the stated number of prizes will be awarded.

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts located in the Commonwealth of Pennsylvania, U.S.A.; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but excluding any attorneys' fees; and (iii) under no circumstances will participant be permitted to obtain awards for and participant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania, U.S.A. or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania, U.S.A.

Any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person,

may be disqualified, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes, in whole or in part, if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winner(s) in a random drawing from all eligible, non-suspect entries unaffected by the problem. Inclusion in such drawing shall be each entrant's sole and exclusive remedy in such circumstances.

Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy in such circumstances.

**WINNER'S LIST/OFFICIAL RULES:** For the name of the prize winner(s), available two (2) weeks after the end of the Sweepstakes Period, send a self-addressed stamped envelope to Five Below, Inc., Attn: The Batman™ Sweepstakes, 701 Market Street, Suite 300 Philadelphia, PA 19106. All such requests must be received by March 25, 2022. These Official Rules will be posted on the Website at [https://info.fivebelow.com/rs/116-SSG-817/images/batman\\_mar2022.pdf](https://info.fivebelow.com/rs/116-SSG-817/images/batman_mar2022.pdf).

**Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy, available at <https://www.fivebelow.com/privacy-policy>.

**This promotion is in no way sponsored, endorsed or administered by, or associated with Warner Bros. All information submitted by entrants is being provided to Sponsor, not to Warner Bros. and will be treated in accordance with Sponsor's above-referenced privacy policy.**

**SPONSOR:** Five Below, Inc., 701 Market Street, Suite 300 Philadelphia, PA 19106