SONIC 3 X HTC SWEEPSTAKES
Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. Eligibility: The **SONIC 3 X HTC SWEEPSTAKES** (the "Sweepstakes") is open only to legal residents of the United States of America ("Territory") who are at least eighteen (18) years old at the time of entry (the "Eligible Residents"). Employees of HTC America, Inc. and its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Non-natural persons (including corporations and other business entities) are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, municipal, territorial and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: HTC America, Inc. 1625 Shattuck Ave., Suite 300 Berkeley, CA 94709.

3. Timing: The Sweepstakes begins on **December 17th,2024** at 7:00 a.m. Pacific Standard Time ("PST") and ends on **December 30th, 2024,** at 11:59 p.m. PST (the "Entry Period") Sponsor's servers are the official time-keeping device for the Sweepstakes.

4. Entries: Eligible Residents may enter by following HTC VIVE's Instagram account, liking the Sonic 3 X HTC Sweepstakes post and tagging one (1) friend in the post.. Submission of a complete entry will result in one (1) entry into the Sweepstakes.

Eligible Residents receive one (1) entry into the Sweepstakes corresponding to the day their requested details are submitted. Incomplete or indecipherable entries will be deemed invalid. Multiple entries are not permitted; each entry must be submitted or obtained in accordance with entry requirements.

Except where prohibited, by participating in the Sweepstakes and winning any prize, entrant consents to the use of his/her name, photo and/or likeness, biographical information, entry and statements attributed to entrant (if true) for advertising and promotional purposes, without additional compensation. See the section on "Personal Information". All entries become property of Sponsor and none will be acknowledged or returned.

5. Drawings: Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner in a drawing is final and binding in all matters related to the Sweepstakes. Sponsor will randomly select a potential Sweepstake winner from all eligible entries received during the Entry Period. All drawings will take place at HTC after entries close for the Sweepstakes. The drawings shall take place on **December 31st, 2024, at 12:00PM PST.** The Sponsor may draw additional reserve and record them in case an invalid entry or ineligible entrant is drawn. All times indicated are in Pacific Standard Time ("PST"). Potential Sweepstakes winner(s) will be notified by the Sponsor via a direct message on the Instagram platform using the username that you entered under the Sweepstakes with.

Each potential winner will be required to respond to the Sponsor's notification with the requested information within one (1) day of the date notice or attempted notice is sent.

If a potential winner of any prize cannot be contacted, fails to provide the requested information within the required time period or cannot accept the prize, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only one (1) alternate drawing will be held, after which the prize(s) will remain un-awarded.

Prizes will be fulfilled after winner has been confirmed by direct messaging the winner to redeem the prize by following the included instructions, which shall include but is not limited to requiring the winner to return a signed Affidavit of Eligibility and Liability to Sponsor and providing Sponsor with their email address.

6. Prizes: No cash or other substitution shall be permitted. Sponsor will not replace any lost or stolen prizes. Winners are solely responsible for any and all federal, state, provincial and local taxes, if any, that apply to prizes. If a prize is mailed, the winner assumes the risk of the prize's safe arrival.

The prize(s) shall consist of the following:

One (1) Entrant will receive the Grand Prize: (1) VIVE Focus Vision plus Ultimate Tracker 3 + 1 Kit and two (2) Fandango Promo Codes. The estimated retail value of the grand prize package is approximately one thousand three hundred twenty-eight US dollars ($1,328.00). The Prize is non-transferable, and no substitution will be made except as provided at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason.

Twenty-Four (24) Entrants will receive two (2) Fandango Promotional Codes ("Code") via e-mail, each good towards the purchase of 1 movie ticket (up to $15 total ticket price and associated fees and charges) to see *Sonic the Hedgehog 3* at Fandango partner theaters in the US. Code is void if not redeemed by 1/31/2025 or when *Sonic the Hedgehog 3* is no longer in Fandango partner theaters, whichever comes first. Only valid for purchase of movie tickets made at Fandango.com or via the Fandango app and cannot be redeemed directly at any theater box office. If lost or stolen, cannot be replaced. No cash value, except as required by law. Void where prohibited. Not valid with any other offer. Offer valid in U.S. and D.C., excluding U.S. territories and where prohibited by law. One-time use only. Not for resale; void if sold or exchanged. If cost of movie ticket with Fandango's associated fees and charges included is more than maximum value of the Code, then user must pay the difference. Any price difference between movie ticket purchased and maximum value of the Code will not be refunded. Approximate Retail Value ("ARV"): $30 USD. Limit 2 Codes per person. Fandango Loyalty Solutions, LLC, Paramount Pictures Corporation, Sega of America, Inc. and its parents, affiliates, and subsidiaries are not a sponsor or co-sponsor of this Sweepstakes and are not responsible for the promotion, administration or execution of this Sweepstakes. The redemption of the Code is subject to Fandango's Terms and Policies at www.fandango.com/terms-and-policies. FANDANGO and the Fandango Logo are registered trademarks of Fandango Media, LLC.

Odds of winning a prize depend on the number of eligible entries received for the applicable Sweepstakes during the Entry Period. Limit: One (1) prize per person.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor and its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, Including Fandango Loyalty Solutions, LLC, and Paramount Pictures Corporation, Sega of America, Inc. and each of their respective parent, affiliates, subsidiaries and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's, Paramount Pictures Corporation, and their agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state (and/or province) for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, typographical errors, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. Disputes: Except where prohibited, entrant agrees that: (1) the Sweepstakes is governed by the laws of California and that all federal, state, and local laws and regulations apply; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and

consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

12. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy http://www.htc.com/us/terms/privacy/. By entering this sweepstakes, you understand that you are providing your information to Sponsor.

13. Winner List: For a winner list, please send a self addressed stamped envelope to the follow address within three (3) months of sweepstakes end date:

Sonic 3 X HTC Sweepstakes
Attn: Legal Marketing Department
1625 Shattuck Ave., Suite 300
Berkeley, CA 94709

Fandango Loyalty Solutions, LLC or its parents, affiliates, and subsidiaries are not a sponsor or co-sponsor of this Sweepstakes and are not responsible for the promotion, administration or execution of this Sweepstakes.

Paramount Pictures Corporation, Sega of America, Inc. and their parent, affiliates, and subsidiaries are not responsible for the promotion, administration, or execution of this Sweepstakes.