

## PANASONIC'S "SPIDER-MAN: HOMECOMING" SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL U.S. RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA AND PUERTO RICO WHO ARE 18 OR OLDER AS OF THE TIME OF ENTRY. VOID WHERE PROHIBITED.**

**THIS SWEEPSTAKES IS INTENDED FOR PARTICIPATION IN THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA AND PUERTO RICO ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER UNLESS YOU ARE ELIGIBLE AND RESIDE IN THE UNITED STATES OR PUERTO RICO AT THE TIME OF ENTRY.**

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Inc. ("Facebook"). You understand that you are providing your information to Sponsor (defined below) and not to Facebook. Any questions, comments or complaints regarding this Sweepstakes shall be directed to Sponsor and not to Facebook.

**1. ELIGIBILITY:** The Panasonic's "Spider-Man: Homecoming" Sweepstakes (the "Sweepstakes") is open only to legal U.S. residents of the fifty (50) United States, the District of Columbia, and Puerto Rico who are eighteen (18) years of age or older at the time of entry. Employees, officers and directors of Panasonic Energy Corporation of America ("Sponsor"), Columbia TriStar Marketing Group, Inc. ("CTMG"), Marvel Characters, Inc., Fandango Media, LLC, Fandango Loyalty Solutions, LLC (Fandango Media, LLC and Fandango Loyalty Solutions, LLC herein collectively "Fandango") or any of their parent companies, subsidiaries, affiliates or advertising or promotion agencies, and members of the immediate family (spouse, parents, children, siblings and each of their respective spouses, regardless of where they reside) (collectively, the "Sweepstakes Parties") or household (whether or not related) of any such employee, are not eligible to participate. By participating, entrants agree to these Official Rules and the decisions of Sponsor and/or its independent judging agency which are final and binding in all respects. Void where prohibited.

**2. SWEEPSTAKES PERIOD:** The Sweepstakes begins on May 1, 2017 at 12:00:01 a.m. Central Daylight Time ("CDT") and ends on August 31, 2017 at 11:59:59 p.m. CDT ("Sweepstakes Period"). The Sweepstakes Period consists of twelve (12) consecutive entry periods (each an "Entry Period") as outlined in the table below. Each Entry Period begins on the Start Date indicated below at 12:00:00 a.m. CDT and ends on the End Date indicated below at 11:59:59 p.m. CDT, with the exception of the first Entry Period which shall begin at 12:00:01 a.m. CDT. The computer of Sponsor's Web master is the official time-keeping device of the Sweepstakes.

<b>Entry Period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Drawing Date</b>
1	5/01/17	6/18/17	6/19/17
2	6/19/17	6/25/17	6/26/17
3	6/26/17	7/02/17	7/03/17

4	7/03/17	7/09/17	7/10/17
5	7/10/17	7/16/17	7/17/17
6	7/17/17	7/23/17	7/24/17
7	7/24/17	7/30/17	7/31/17
8	7/31/17	8/06/17	8/07/17
9	8/07/17	8/13/17	8/14/17
10	8/14/17	8/20/17	8/21/17
11	8/21/17	8/27/17	8/28/17
12	8/28/17	8/31/17	9/05/17

**3. HOW TO ENTER:** To participate in the Sweepstakes, you must have a Facebook account. If you do not have an account, go to [www.facebook.com](http://www.facebook.com) and create an account according to the instructions on the website. Creating an account is free. Please note that you must accept and agree to comply with the terms and conditions for Facebook to create an account. Each entrant may use only one account to enter the Sweepstakes.

During the Sweepstakes Period, you can enter the Sweepstakes through the Panasonic’s “Spider-Man: Homecoming” Sweepstakes application on Facebook. You can find the application by clicking on the Sweepstakes tab on the Panasonic Battery Products Page on Facebook at <http://www.facebook.com/panasonicbatteryproducts> (“Entry Site”).

You can also access the Entry Site by using your smart phone or other web-enabled device and scanning a picture of the QR Code® located on specially-marked packages of Panasonic products. Entrants must have a smart phone or other web-enabled device with a camera feature and QR scanner application. If you do not have a QR Code® application, you may download a QR Code® reader application from your mobile device’s or smart phone’s application store. You may incur message or data charges from your wireless service provider for message or data sent/received. Participants are solely responsible for any such wireless charges. Check with your wireless service provider for details on these and other applicable charges. Proof of scanning QR codes does not constitute proof of completion or submission of an entry.

Once you have accessed the Entry Site, follow the online instructions to enter your first and last name, complete mailing address, email address, and date of birth. Submit the registration form as indicated. Each eligible entry is included in the drawing for the Entry Period during which the entry was received. Each eligible entry will also be included in the Grand Prize Drawing. No other form of entry is valid. **Limit one (1) entry per day per person/email address/Facebook account.** A “day” is defined as a twenty-four (24) hour time period beginning at 12:00:00 a.m. CDT and ending at 11:59:59 p.m. CDT of the same day.

Each entry submission must be manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related email addresses or IP addresses may be blocked. Additionally, use of multiple email addresses or Facebook accounts, for the purpose of obtaining more than the stated number

of entries, is prohibited and such persons will be disqualified and all entries shall be deemed invalid and prize(s) shall be forfeited.

All entries are subject to verification at any time. Proof of submission does not constitute proof of entry. Sponsor will have the right, in its discretion, to require proof of identity and/or eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification.

#### **4. RANDOM DRAWINGS/ODDS:**

Entry Period Drawings: One (1) Entry Period Prize (defined below) winner will be selected for each Entry Period in a random drawing on or about each drawing date listed in Section 2 from among all eligible entries received during the corresponding Entry Period (each an "Entry Period Drawing"). Entries will not carry forward to subsequent Entry Period Drawings; however, entries received from all Entry Periods will carry forward to the Grand Prize Drawing. Odds of winning an Entry Period Prize depend on the number of eligible entries received for a given Entry Period drawing.

Grand Prize Drawing: One (1) Grand Prize (defined below) winner will be selected in a random drawing to be held on or about September 5, 2017 from all eligible entries received throughout the entire Sweepstakes Period (the "Grand Prize Drawing"). Odds of winning a Grand Prize depend on the number of eligible entries received for the entire Sweepstakes Period.

All drawings will be conducted by an independent judging agency; whose decisions are final in all matters relating to this Sweepstakes. Limit of one (1) Entry Period Prize per household. An Entry Period Prize winner is eligible to win the Grand Prize.

#### **5. PRIZE DETAILS:**

##### **Grand Prize**

A total of one (1) Grand Prize will be available to be awarded in the Sweepstakes. The "Grand Prize" is a trip for winner and one (1) guest to New York City, New York consisting of: (i) round-trip coach air transportation (from major airport near winner's home within the U.S.) for winner and one (1) guest; (ii) double-occupancy standard hotel accommodations (room rate and taxes only) for winner and one (1) guest for three (3) nights; (iii) a Big Bus Hop-On, Hop-Off 3-day pass for winner and one (1) guest; and (iv) \$500 spending money (awarded in the form of a check, payable to winner) for winner only. Travel must be completed within one (1) year of Grand Prize notification. Travel and accommodations are subject to availability and change at Sponsor's sole discretion. Selection of airline and hotel will be made by Sponsor at Sponsor's sole discretion. Ground transportation, meals, gratuities, luggage fees, incidental hotel charges, and all other expenses not specified herein are solely the winner's responsibility. Winner and travel guest must travel on same itinerary. The guest must not be a minor under the laws of his/her state of residence unless the winner is the parent or legal guardian of the guest. Any minor guest must be accompanied on trip (including, but not limited to, in-flight, hotel stay and all prize-related events) by the winner. Guest (or, if a minor, his/her parent or legal guardian who must be the winner) will be required to sign and return a

travel release within the time specified by Sponsor before any travel occurs. Once the guest is selected, they may not be substituted, except in Sponsor's sole and absolute discretion. Sponsor is not responsible for cancelled, delayed, suspended or rescheduled events (including the airline flights) or for any other acts or occurrences beyond its control. In the event winner and/or a guest misses a scheduled airline flight or ground transportation, Sponsor will have no liability for any costs associated with changing or rebooking transportation. Winner and guest must have all necessary identification and/or travel documents (e.g. a valid driver's license or passport) required for travel. Airline tickets are non-refundable/non-transferable and may not be valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Winner and guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged airline tickets will not be replaced or exchanged. Actual retail value depends on city/day/time of departure. Approximate Retail Value of Grand Prize ("ARV"): \$3,500.00.

Travel and accommodation restrictions (including blackout dates) and other additional restrictions may apply. If the winner is not available for the trip on or by the dates specified by Sponsor, Sponsor will have the right to disqualify the winner and select an alternate winner. Travel arrangements must be made through Sponsor's agent and on an airline carrier of Sponsor's choice. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth by Sponsor's airline carrier of choice as detailed in the passenger ticket contract. Lost, stolen or damaged airline tickets will not be replaced or exchanged. Sponsor will not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by any air carrier(s) or other transportation companies or any other persons providing any of these services to passengers. The passenger contracts in use by the airlines or other transportation companies will constitute the sole contracts with respect to the winner's and guest's transportation and such contracts shall be solely between the winner, the guest and such transportation companies.

### **Entry Period Prizes**

For Entry Period Prizes (as applicable), please see definitions of "Battery Bundle", "Movie Tickets", "Concession Certificates", and "Dave & Buster's Dollars" at the bottom of this section.

**Entry Period 1 Prize:** One (1) Entry Period 1 Prize will be available to be awarded in the Sweepstakes consisting of: (i) one (1) Battery Bundle; (ii) two (2) Movie Tickets; and (iii) \$20.00 Concession Certificates. ARV: \$125.00.

**Entry Period 2 Prize:** One (1) Entry Period 2 Prize will be available to be awarded in the Sweepstakes consisting of: (i) one (1) Battery Bundle; (ii) four (4) Movie Tickets; and (iii) \$40.00 Concession Certificates. ARV: \$175.00.

**Entry Period 3 Prize:** One (1) Entry Period 3 Prize will be available to be awarded in the Sweepstakes consisting of: (i) one (1) Battery Bundle; (ii) six (6) Movie Tickets; and (iii) \$60.00 Concession Certificates. ARV: \$225.00.

**Entry Period 4 Prize:** One (1) Entry Period 4 Prize will be available to be awarded in the Sweepstakes consisting of: (i) one (1) Battery Bundle; (ii) eight (8) Movie Tickets; and (iii) \$80.00 Concession Certificates. ARV: \$275.00.

**Entry Period 5 Prize:** One (1) Entry Period 5 Prize will be available to be awarded in the Sweepstakes consisting of: (i) one (1) Battery Bundle; (ii) \$50.00 Dave & Buster's Dollars; (iii) two (2) Movie Tickets; and (iv) \$20.00 Concession Certificates. ARV: \$175.00.

**Entry Period 6 Prize:** One (1) Entry Period 6 Prize will be available to be awarded in the Sweepstakes consisting of: (i) one (1) Battery Bundle; (ii) \$50.00 Dave & Buster's Dollars; (iii) two (2) Movie Tickets; and (iv) \$20.00 Concession Certificates. ARV: \$175.00.

**Entry Period 7 Prize:** One (1) Entry Period 7 Prize will be available to be awarded in the Sweepstakes consisting of: (i) one (1) Battery Bundle; (ii) \$200.00 Dave & Buster's Dollars; (iii) four (4) Movie Tickets; and (iv) \$40.00 Concession Certificates. ARV: \$375.00.

**Entry Period 8 Prize:** One (1) Entry Period 8 Prize will be available to be awarded in the Sweepstakes consisting of: (i) one (1) Battery Bundle; (ii) \$200.00 Dave & Buster's Dollars; (iii) four (4) Movie Tickets; and (iv) \$40.00 Concession Certificates. ARV: \$375.00.

**Entry Period 9 Prize:** One (1) Entry Period 9 Prize will be available to be awarded in the Sweepstakes consisting of: (i) one (1) Battery Bundle; (ii) Blu-Ray Player (model number DMP-UB900); (iii) \$50.00 Dave & Buster's Dollars; (iv) two (2) Movie Tickets; and (v) \$20.00 Concession Certificates. ARV: \$775.00.

**Entry Period 10 Prize:** One (1) Entry Period 10 Prize will be available to be awarded in the Sweepstakes consisting of: (i) one (1) Battery Bundle; (ii) Blu-Ray Player (model number DMP-UB900); (iii) \$50.00 Dave & Buster's Dollars; (iv) four (4) Movie Tickets; and (v) \$40.00 Concession Certificates. ARV: \$825.00.

**Entry Period 11 Prize:** One (1) Entry Period 11 Prize will be available to be awarded in the Sweepstakes consisting of: (i) one (1) Battery Bundle; (ii) Blu-Ray Player (model number DMP-UB900); (iii) \$200.00 Dave & Buster's Dollars; (iv) six (6) Movie Tickets; and (v) \$60.00 Concession Certificates. ARV: \$1,025.00.

**Entry Period 12 Prize:** One (1) Entry Period 12 Prize will be available to be awarded in the Sweepstakes consisting of: (i) one (1) Battery Bundle; (ii) Blu-Ray Player (model number DMP-UB900); (iii) \$200.00 Dave & Buster's Dollars; (iv) eight (8) Movie Tickets; and (v) \$80.00 Concession Certificates. ARV: \$1,075.00.

**Battery Bundle Prizes:** Each "Battery Bundle" consists of: (i) one (1) Panasonic Platinum Power Alkaline AA 4 Pack Batteries; (ii) one (1) Panasonic Platinum Power Alkaline AAA 4 Pack Batteries; (iii) one (1) eneloop charger kit; (iv) one (1) Panasonic Mardi Gras Pen; (v) one (1) Spider-Man Bag; (vi) one Spider-Man USB; (vii) one (1) Spider-Man Notebook; and (viii) one (1) Spider-Man Magnet.

**Dave & Buster's Dollars:** "Dave & Buster's Dollars" consist of gift certificates and shall be awarded for the amount stated above for the particular Entry Period Prize. Dave & Buster's Dollars can be redeemed as payment for restaurant food, non-alcoholic beverages,

merchandise, and game credit to be loaded on Power Card®. Use of Dave & Buster's Dollars is subject to the terms and conditions as stated on the Dave & Buster's Dollars.

**Terms Applicable to Movie Tickets:** "Movie Tickets" consist of a Fandango Promotional Code redeemable for purchase of one (1) movie ticket (up to \$15.00 per movie ticket and convenience fee value) for the *Spider-Man: Homecoming* movie. Fandango Promotional Code must be redeemed while the *Spider-Man: Homecoming* movie is in theaters, or by October 31, 2017 and is void if not redeemed by the expiration date. Fandango Promotional Code is only valid for purchase of one (1) movie ticket (up to \$15.00 per movie ticket and convenience fee value) for the *Spider-Man: Homecoming* movie made at [www.fandango.com](http://www.fandango.com) or via the Fandango app, and cannot be redeemed directly at any Fandango partner theater box office. If lost, cannot be replaced and there will be no refunds. No reproductions will be accepted. No cash value. Not valid with any other offer. Offer valid in U.S. and valid for one-time use only. Not for resale; void if sold or exchanged. If cost of movie ticket with Fandango's convenience fee included is more than maximum value of the Fandango Promotional Code, then user must pay the difference. Any price difference between movie ticket purchased and maximum value of the Fandango Promotional Code will not be refunded.

**Terms Applicable to Concession Certificates:** "Concession Certificates" consists of a reward code good for any food and/or drink purchase (up to the total value awarded; as stated above for the particular Entry Period Prize) at any participating theater's concession stand in the U.S. Reward code void if not activated by October 31, 2017 and certificate void if not used within one (1) month from the date of online code activation. If lost or stolen, cannot be replaced. No reproductions will be accepted. No cash value. No change will be provided. Internet access and printer required, and must bring printed certificate to the participating theater's concession stand to redeem. Not valid with any other offer. Offer valid for onetime use only. Not for resale; void if sold or exchanged. If cost of concession(s) is more than maximum value of the concession certificate, then user must pay the difference. Concession Certificates cannot be redeemed for alcoholic beverages.

**Terms Applicable to Movie Ticket and Concession Certificate Prizes:** Fandango Loyalty Solutions, LLC or its parents, affiliates, and subsidiaries are not a sponsor or co-sponsor of this Promotion and are not responsible for the Promotion, administration or execution of this Promotion. The redemption of Fandango Promotional Code is subject to Fandango's terms and conditions at [www.fandango.com/termsfuse.aspx](http://www.fandango.com/termsfuse.aspx) and [www.fandango.com/PurchasePolicy.aspx](http://www.fandango.com/PurchasePolicy.aspx). Use of the Concession Certificate is subject to the terms and conditions at [www.activaterewards.com/concessions/terms](http://www.activaterewards.com/concessions/terms). All Rights Reserved.

If a potential winner cannot or does not accept a prize as stated, prize may be forfeited in its entirety. No substitution, cash redemption or transfer of prize permitted. Prizes awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor, except manufacturer's standard written warranty included in the prize packaging. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. **Total ARV of all prizes: \$9,100.00.** Any difference between the stated ARV of a prize and the actual value will not be awarded. All prize details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. All federal, state and local taxes, if any, on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided are solely winner's responsibility. Unclaimed prizes will not be awarded. Winners will be

issued an IRS 1099 tax form for prizes over \$600.00.

**6. RELEASE; GRANT OF RIGHTS:** As a condition of entering, each entrant: (a) releases and agrees to hold harmless Sponsor, CTMG, Marvel Characters, Inc., Fandango, and their respective parent, subsidiary and affiliated companies and advertising and promotion agencies, and all other companies involved in the Sweepstakes or in the provision of any prize or prize component, and all of their respective officers, directors, employees, representatives and agents, and Facebook (collectively, the "Released Parties") from and against any and all claims and causes of action of any kind that the entrant ever had, now has or might in the future have arising out of or relating to the Sweepstakes, participation in the Sweepstakes, the use of the Entry Site, the provision, acceptance or use of any prize or any component of any prize or any use of the entrant's name, picture, likeness, voice, biographical information or statements as permitted pursuant to these Official Rules, including without limitation any and all claims and causes of action: (a) relating to any personal injury, death or property damage or loss sustained by any entrant or any other person, (b) based upon any allegation of violation of the right of privacy or publicity, misappropriation, defamation, or violation of any other personal or proprietary right, or (c) based upon any allegation of a violation of any law, rule or regulation relating to personal information or data security. Each entrant agrees not to assert any such claim or cause of action against any of the Released Parties. Each entrant assumes the risk of, and all liability for, any injury, loss or damage caused, or claimed to be caused, by participation in this Sweepstakes, the use of the Entry Site or the provision, acceptance or use of any prize or any component of any prize. Except where legally prohibited, each entrant grants (and agrees to confirm that grant in writing) permission to the Released Parties to use the entrant's name, picture, likeness, voice, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes, without additional compensation, in all media now known or hereafter discovered, worldwide in perpetuity, including without limitation on the Internet and World Wide Web, without notice, review or approval, unless prohibited by law.

Please see the privacy policy located at <http://www.panasonic.com/global/privacy-policy.html> for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes. Please be aware that in connection with the administration of this Sweepstakes, your personal information may be provided and made available to third parties, including but not limited to CTMG, that will help the Sponsor in the administration of this Sweepstakes, including the administrator of the Sweepstakes and the Sponsor's independent judging agency. In addition, if you are selected as a winner, your information may also be included in a publicly-available winner's list. You understand that any personally identifiable information you provide to Facebook is subject to the Facebook Privacy Policy which can be found at <https://www.facebook.com/policy.php>.

By submitting an Entry, each entrant grants, and represents and warrants that the entrant has the rights and authority necessary, to grant to Sponsor and Sweepstakes Parties an irrevocable, non-exclusive, fully sublicenseable license and right to exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the likeness of any locations or people embodied therein, in any and all media now known or hereinafter devised, worldwide, in perpetuity without compensation, permission or notification of entrant or any third party.

**7. WINNER NOTIFICATION AND VERIFICATION:** Potential winners will be notified via email

and/or mail at the email address or mailing address provided at the time of entering. Sponsor is not responsible for any change in entrant's email address or mailing address. Winners may, in Sponsor's sole discretion, be required to complete, sign and return an Affidavit of Eligibility, a Liability/Travel Release, and where lawful a Publicity Release (collectively, "Affidavit") within seven (7) days of prize notification as indicated on the Affidavit. If (i) an attempted notification is returned as undeliverable, (ii) winner does not respond to the notification instructions as stated, (iii) any required documents are not returned within the required number of days, (iv) a potential winner cannot be verified, or (v) a potential winner is otherwise unable to accept the prize as stated, the applicable prize may be forfeited, as determined by Sponsor in its sole discretion. If a prize is returned as undeliverable, prize will be forfeited and Sponsor shall have no further liability to award that prize. If winner of any prize is a minor, prize may be awarded to the winner's parent or legal guardian, who must sign and return all required documents. Allow six (6) to eight (8) weeks for shipment of merchandise prizes following completion of notification and verification process. Prizes will only be delivered to addresses within the United States or Puerto Rico.

**8. LIABILITY LIMITATIONS:** The Released Parties are not responsible for, and will not have any liability in connection with, any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize. The Released Parties are not responsible for, and will not have any liability in connection with late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human, mechanical or technical error of any kind relating to the operation of Facebook, QR Code® or the Entry Site, communications or attempted communications with any entrant, the submission, collection, storage and/or processing of entries or the administration of the Sweepstakes. The Released Parties are not responsible for, and will not have any liability in connection with, any Act of God, war, terrorism, accident, fire, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law, enactment, rule, restraint, order or act of any governmental instrumentality or military authority, or other cause not reasonably within their control that may delay or prevent Sponsor from fulfilling its obligations pursuant to these Official Rules. Persons who tamper with or abuse any aspect of this Sweepstakes or otherwise attempt to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives, as solely determined by the Sponsor, will be disqualified. Released Parties are not responsible for injury or damage to entrant's or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the QR Code® or Entry Site. Sponsor has the right, in its sole discretion, to modify these Official Rules (including without limitation by adjusting any of the dates and/or timeframes stipulated in these Official Rules) and to cancel, modify or suspend this Sweepstakes at any time in its discretion, including without limitation if a virus, bug, technical problem, entrant fraud or misconduct or other cause beyond the control of the Sponsor corrupts the administration, integrity, security or proper operation of the Sweepstakes or if for any other reason Sponsor is not able to conduct the Sweepstakes as planned (including without limitation in the event the Sweepstakes is interfered with by any fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, federal, state, or local law, order or regulation or court order) or in the event of any change to the terms governing the use of Facebook or the application or interpretation of such terms. In the event of termination of the Sweepstakes, a notice will be posted on the Entry

Site and a random drawing will be conducted to award the prize from among all eligible entries received prior to the time of termination. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by Entry Site users, human error, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. In case of a dispute, the authorized account subscriber of the email address used to enter the Sweepstakes at the actual time of entry will be deemed to be the entrant, and must comply with these Official Rules. The authorized account subscriber is deemed to be the natural person who is assigned the email address by the ISP or other organization responsible for assigning email addresses.

**IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE ENTRY SITE, QR CODE® OR DOWNLOADING FROM AND/OR PRINTED MATERIAL DOWNLOADED FROM SAID ENTRY SITE OR QR CODE®. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS ENTRY SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

Sponsor has the right, in its sole discretion, to disqualify or prohibit from participating in the Sweepstakes any individual who, in Sponsor's discretion, Sponsor determines or believes (i) has tampered with the entry process or has undermined the legitimate operation of Facebook, the Entry Site, QR Code® or the Sweepstakes by cheating, hacking, deception or other unfair practices, (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrant or any representative of Sponsor or (iii) has attempted or intends to attempt any of the foregoing. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY ENTRY SITE or QR Code® OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**9. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Georgia law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection

with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE PARTICIPANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN SPONSOR'S SWEEPSTAKES, EACH PARTICIPANT AND PRIZE WINNER AGREES (AND AGREES TO CONFIRM IN WRITING IF REQUESTED) 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 SWEEPSTAKES, OR ANY PRIZE AWARDED INCLUDING ANY TRAVEL OR PRIZE ACTIVITY RELATED THERETO, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, 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), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT OR PRIZE WINNER BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT 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, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT AND PRIZE WINNER'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY PARTICIPANT.

**10. GOVERNING LAW AND JURISDICTION:** By participating, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Georgia without giving effect to any choice of law or conflict of law rules, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Georgia, in Muscogee, Georgia. By participating, entrants consent to the jurisdiction

and venue of the federal, state and local courts located in Muscogee, Georgia.

**11. NO INJUNCTIVE RELIEF:** EACH ENTRANT UNDERSTANDS AND AGREES THAT HE/SHE SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE SWEEPSTAKES OR ANY OTHER MOVIE, PRODUCTION OR PROJECT OF THE SWEEPSTAKES PARTIES.

**12. WINNERS LIST:** For the names of the winners, send a self-addressed, stamped envelope to: Panasonic's "Spider Man: Homecoming" Sweepstakes Winners List, 10 South 5th Street-7th Floor, Dept. 192-701, Minneapolis, MN 55402 for receipt by August 31, 2017.

**13. SPONSOR:** Panasonic Energy Corporation of America, 1 Panasonic Drive, Columbus, GA 31907.

Columbia Tristar Marketing Group, Inc. and its parent, affiliates, and subsidiaries are not responsible for the promotion, administration, or execution of this Sweepstakes.

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