

OutSmart the Bad Guys Sweepstakes
OFFICIAL RULES

To enter and participate in this Sweepstakes, you must agree to and abide by these Official Rules.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST HAVE INTERNET ACCESS AND AN ACTIVE E-MAIL ACCOUNT TO PARTICIPATE.

1. **Sponsor:** Lenovo, 1009 Think Place, Morrisville, North Carolina 27560 U.S.A..
2. **Administrator:** Probability, LLC, 2 Woodstock Meadow Ln, PO Box 1484, Woodstock, NY 12498.
3. **Eligibility:** *The OutSmart the Bad Guys Sweepstakes* (the "Sweepstakes") is open only to legal residents of the 50 United States, the District of Columbia, and Canada (excluding Quebec), who are at least 18 years of age (or the age of majority in the jurisdiction of their residence, whichever is older) and who have an active e-mail account and Internet access as of 5/1/22. Employees of Sponsor, Administrator, Telescope, Inc., Universal Pictures Marketing, a division of Universal Film Exchanges LLC ("Universal"), any organizations sponsoring, fulfilling, administering the Sweepstakes or supplying the prize, persons involved in the creation, development or production (including cast and crew) of *The Bad Guys* movie and each of their respective parent, subsidiary, related and affiliated companies, and the immediate family and household members of all such foregoing individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three (3) months a year, whether related or not. Potential winner may be required to provide proof of eligibility prior to prize award. Void in Quebec and where prohibited or restricted by law.
4. **Sweepstakes Entry:** The Sweepstakes begins at or about 12:00:00 p.m. Eastern Time ("ET") on May 2, 2022 and ends at 11:59:59 p.m. ET on June 2, 2022 ("Promotion Period"). Sponsor's computer is the official clock for this Sweepstakes.

To enter, navigate the Internet to <http://www.lenovo.com/outsmartthebadguys> (the "Website") and complete and submit an entry form requiring the following information: your first and last name and valid e-mail address and answer the question "Tell us why are you excited to use the Lenovo ThinkStation and what will you use it for?"

CLICK THE CHECK BOX SIGNIFYING THAT YOU ARE AT LEAST 18 (OR AGE OF MAJORITY, WHICHEVER IS OLDER), HAVE READ AND AGREE TO THESE OFFICIAL RULES AND SPONSOR'S TERMS OF USE (AVAILABLE AT [HTTPS://WWW.LENOVO.COM/US/EN/LEGAL/](https://www.lenovo.com/us/en/legal/)). IF YOU DO NOT CHECK THE BOX INDICATING YOUR AGREEMENT TO THE ABOVE, YOU WILL NOT BE ENTERED IN THE SWEEPSTAKES AND CANNOT WIN THE PRIZE.

During the entry process, you may be asked to consent to receive promotional and reminder e-mails from Sponsor. Consenting to receive promotional and/or reminder e-mails is optional and does not have to be agreed upon in order to be eligible to participate in the Sweepstakes and does not improve your chances of winning. In the event you do consent to receive these e-mails, the use of such e-mails shall be subject to the privacy policy of Sponsor (Sponsor's Privacy Policy, available at

<https://www.lenovo.com/us/en/privacy/>), and you may opt out of receiving these e-mails at any time.

Limit of one (1) Entry per person during the Promotion Period.

Multiple entries in excess of this limitation or mass entry attempts will result in disqualification of all entries by such person. Entries must be manually key-stroked by the entrant; use of automated entry devices or programs, or entries by third parties, are prohibited. Incomplete entries will be disqualified. Proof of entering information at the Website or entry form is not considered proof of delivery or receipt of such entry. Except as otherwise contemplated by these Rules, and to the extent entrants may otherwise elect at the time of the Entry, information provided by you for this Sweepstakes is subject to Sponsor's Privacy Policy, available at <https://www.lenovo.com/us/en/privacy/>.

If entrant chooses to enter using a mobile device, standard data rates may apply. Check your carrier for applicable charges.

If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures beyond Sponsor's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to terminate, modify or suspend the Sweepstakes. In such event, Sponsor reserves the right to conduct the Sweepstakes and award the prize by means of a random drawing comprised of all eligible entries received prior to and/or after (as appropriate) the action taken by Sponsor or otherwise award the prize in a manner which is fair, appropriate and consistent with these Official Rules, as determined by Sponsor in its sole discretion. Notice of termination/modification/suspension of Sweepstakes will be posted on the Website. Without limitation of any other term here, Sponsor and its agencies are not responsible for failed, partial or garbled computer transmissions, technical failures of any kind (including but not limited to electronic malfunction or damage of any network, hardware or software as well as filtering or other operation of the functionality of the Instagram and/or Twitter social media platforms), any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile device related to or resulting from participation in this Sweepstakes.

Entrants further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE, TO SEEK TO DEFRAUD SPONSOR OR ADMINISTRATOR IN CONJUNCTION WITH THE SWEEPSTAKES, OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT (IF APPLICABLE), AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

- 5. Random Drawing/Odds:** Potential Prize winner will be selected via random drawing, on or about 6/6/22 from among all eligible entries received during the Promotion Period. For avoidance of doubt, the content of the answer to the question "Tell us why are you excited to use the Lenovo ThinkStation and what will you use it for?" will not affect a person's chance of winning. The random drawing will be conducted by Administrator, an

independent judging organization, whose decisions are final and binding in all respects related to the Sweepstakes.

Odds of winning the Prize depends on total number of eligible entries received during the Promotion Period.

6. **Winner Notification:** Potential Prize winner will be notified by e-mail on or about 6/6/22. Failure to respond to the initial notification e-mail within three (3) business days after transmission to the potential winner or return of the e-mail notification as undeliverable after two (2) attempts will result in disqualification and award of the prize to an alternate winner. Potential winner will be required to complete, sign and return within three (3) business days of transmission, an Affidavit/Declaration of Eligibility, Release and Indemnification, W9 Form (IRS W8-BEN Form for Canadian winner) and a Publicity Release where allowed by law and any other documentation required by Sponsor or Administrator (collectively, the "Prize Claim Documents"). If a Canadian resident is determined to be a potential Prize winner, he/she must correctly answer a mathematical skill-testing question within a pre-determined time limit. If potential winner does not respond to the initial notification attempt within three (3) business days after transmission as set forth above, if Prize Claim Documents are not returned to Administrator within the specified time period, if any prize notification or prize is returned as non-deliverable, if potential winner is found to be ineligible or otherwise not in compliance with these Official Rules, or if potential winner does not accept the prize for any reason, prize may be forfeited and potential winner may be disqualified. If potential winner is disqualified for any reason, prize will be awarded to an alternate winner selected from all remaining eligible entries received during the Promotion Period. In the event of any dispute concerning the identity of any entrant, the entry will be deemed submitted by the natural person who is the authorized holder of the transmitting e-mail account of the corresponding Entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

7. **Prize:**

Grand Prize (1winner): Grand Prize winner will receive one (1) ThinkStation P620. Approximate Retail Value of Grand Prize is \$3,339.00.

Any costs and incidentals not specified herein are the winner's sole responsibility. No substitution or transfer of prize except with Sponsor's permission or where required by law. Sponsor in its sole discretion may award a substitute prize or prize component of equal or greater value if advertised prize/prize component is unavailable at time of awarding for any reason. Any images of prizes/prize components in advertising are for illustrative purposes only and actual items awarded as prizes/prize components may differ from such images. Each prize must be accepted by winner with all prize components (as described above).

All taxes are the sole responsibility of the Grand Prize Winner. U.S. Winner will receive a 1099 tax form reflecting actual total value of Grand Prize. Canadian Winner may be responsible for U.S. Foreign withholding tax on Grand Prize in addition to taxes levied by Canada on value of prize won, to the extent applicable.

8. **Conditions and Limitations of Liability:** By participating, each entrant agrees: (a) to be bound by these Official Rules and the decisions of Sponsor and Administrator, which shall be final in all respects (including but not limited to Sponsor's/Administrator's determination of the correct answers to riddles); and (b) to release, discharge and hold harmless Sponsor, Administrator, Telescope, Inc., Universal, any organizations sponsoring, fulfilling, administering the Sweepstakes or supplying the prize, persons involved in the creation,

development or production (including cast and crew) of *The Bad Guys* movie, each of the foregoing entities' respective parent, subsidiary, related, affiliated and successor companies, and each of their respective officers, directors, agents, representatives and employees, as well as Meta Platforms, Inc. and Twitter, Inc. (collectively, the "**Released Parties**") from any and all actions, claims, injury, loss or damage, including, without limitation, death and bodily injury, arising in any manner, directly or indirectly, in whole or in part, from participation in this Sweepstakes or any Sweepstakes-related activity, and/or from entrant's acceptance, receipt, use or misuse of the prize.

By accepting the prize, Winner grants Sponsor and its designees permission to use his/her name, voice, likeness, photograph, prize information, biographical data and city and state of residence on a winner's list (if applicable) and for programming, publicity and promotional purposes, worldwide in all forms of media now known or hereafter developed, in perpetuity, without further compensation unless prohibited by law. Sponsor and its designees are not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. Sweepstakes subject to the laws of the United States only. All federal, state and local laws and regulations apply. All Entries become the property of Sponsor and may not be acknowledged.

EXCEPT FOR SPONSOR'S OWN PRODUCT THAT MAY BE COVERED BY A WARRANTY. SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF THE PRIZE (OR ANY COMPONENT OF THE PRIZE), INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Disputes: Arbitration/Choice Of Law:** To the fullest extent permitted by law, entrants (parent/legal guardian on behalf of him/herself and his/her child) agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion (if any) but in no event attorneys' fees; and (3) under no circumstances will entrant (parent/legal guardian and his/her child) be permitted to obtain awards for and entrant 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. Sponsor will defray all costs of individual's participation in arbitration proceeding as may be required by arbitrator. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Released Parties in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, United States of America, without regard for conflicts of law doctrine, and all proceedings shall take place in the City of New York, County of New York, United States of America.
10. **Winner's List:** For the name of winner, mail a self-addressed, stamped envelope to: "*The OutSmart the Bad Guys Sweepstakes Winners*", c/o Probability, PO Box 1559, Social Circle, GA 30025-1559. All such requests must be received by June 30, 2022.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter or Instagram. Universal is not the sponsor or administrator of this Sweepstakes. You understand that you are providing your information to Sponsor/Administrator and not to Universal, Twitter or Instagram.