

EMPIRE THEATRES OFFICIAL RULES AND REGULATIONS

Empire's 1 Millionth Online Ticket Contest

HOW TO ENTER:

No purchase necessary.

TIMING

The Promotion shall begin on Friday, June 11, 2010 at 12:01am AST and ends with the 1 Millionth online purchase of movie tickets at empiretheatres.com ("Promotion Period"). For purposes of the Promotion, the 1 millionth online purchase of movies tickets at empiretheatres.com is considered to be either the 1 millionth online purchase of movie tickets at empiretheatres.com or the receipt of the first eligible non-purchase entry after the completion of the 999,999th purchase. Only entries submitted within this time period will be accepted and it will not be possible to enter the Promotion through any means after this time.

ODDS

The odds of winning the Prize in this Contest are dependent upon the total number of qualified entries received during the "Promotion Period".

PRIZE

The prize consists of One Hundred and Four (104) General Admission Passes for Empire Theatres:

- No Cash Value
- Not for Resale
- No substitutions
- Not redeemable for cash
- No copies or facsimiles accepted
- No refunds, exchanges or time extensions
- Passes are subject to the restrictions stated directly on the tickets

The approximate retail value of this prize is \$1040.00. The Prize will be awarded in Canada, excluding Quebec, Saskatchewan, Northwest Territories, Yukon Territory, Nunavut.

HOW TO ENTER

There are two ways to enter the Promotion:

1. You will automatically be entered into the Promotion by successfully completing an online ticket purchase at empiretheatres.com.
2. **Non-purchase method:** Go to <http://www.empiretheatres.com/contests/1-million-online-tickets>, fully complete an online entry. Once your online entry is complete, hit the "Submit" button to submit an entry. Entry via this method constitutes one (1) entry into the Promotion.

Any personal information submitted on an entry form, or elsewhere, will only be used for the purposes of administering this Contest and for no other purpose. All entries must be received during the "Promotion Period". You must reside in one of the following provinces to be eligible for contest: Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland, Nova Scotia, Ontario, Prince Edward Island.

LIMIT

Regardless of which method of entry is used to enter the Promotion, only ten (10) entries per person and/or email address and/or mobile phone number will be eligible.

PRIZE DRAW

On the first business day after the "Promotion Period" at approximately 2:00 p.m. [(AST)], the winning entry will be determined. The prize will be awarded for the first eligible entry (either through an online ticket purchase at empiretheatres.com or through the non-purchase online entry) sent immediately following the 999,999th purchase of online tickets at empiretheatres.com. The potential winner will be determined by the order of the entries received. In the event that more than one entrant would be a winner based on the simultaneous timing of entries, one entrant will be randomly selected from those entrants as the winner. Each entrant's chances of winning are dependent upon the number of eligible entries received and the order in which they are received. Once an entrant has been selected for a chance to win, he/she (the "Selected Entrant") will be contacted by email or telephone. If the Selected Entrant cannot be contacted or does not respond within 10 business days, another entrant will be selected as the Selected Entrant. This process will not be repeated more than two times (i.e. two alternate Selected Entrants if necessary) except in Empire Theatres Limited's sole discretion. In order to be declared a winner, the Selected Entrant will have to correctly answer a skilled-testing question, and must otherwise comply with these Rules. If the Selected Entrant is determined by Empire Theatres Limited, in its sole discretion, not to have complied with these Rules in any way, he/she will not be declared a winner and another entrant will be selected as the Selected Entrant. This process will not be repeated more than two times (i.e. two alternate Selected Entrants if necessary) except in Empire Theatres Limited's sole discretion.

GENERAL

1. This Contest is conducted by Empire Theatres Limited and is open only to legal residents of Canada, excluding Quebec, Saskatchewan, Northwest Territories, Yukon Territory, Nunavut, and excludes the employees of Empire Theatres Limited and of Empire Theatres Limited's affiliates, contest partners, prize suppliers, and their and Empire Theatres Limited's partners, licensors, associates and each of their respective advertising and promotional agencies (collectively, with Empire Theatres Limited the "Contest Entities"), and the persons with whom they are domiciled.
2. In order to collect the Prize, you must correctly answer, without assistance or mechanical aid, a skill-testing question and otherwise comply with these Rules.
3. None of the Contest Entities, or their respective licensors, affiliates, associates, agents or representatives, or their respective directors, officers, agents, employees, affiliates and assigns (together with the Contest Entities, the "Relevant Persons") shall be responsible in any way or bear any liability whatsoever in any way for any participation in this Contest or the awarding, acceptance, use, misuse, possession, loss or misdirection of any Prize, for any entries that are delayed, stolen, misdirected, lost, destroyed or damaged, for any failure or slowdown of programs or software supporting, connected to or related to this Contest, for any problems or technical malfunctions of any kind, including without limitation computer systems, servers, equipment or software, however caused, for any inability of any winner to accept a Prize for any reason or for any claim or loss attributable to a Prize awarded in this Contest.
4. In the event of dispute over the identity of a potential winner, an online entry will be declared as entered by the authorized account holder of the email address submitted at the time of entry, and a potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address. It is the sole responsibility of the entrant to notify Empire Theatres Limited in writing if the entrant changes his or her e-mail address during the period of the Contest. Automated and/or repetitive submission of entries (including but not limited to entries made using any script, macro, bot or contest service) will be disqualified and transmissions from these or related email or IP addresses may be blocked.
5. All entries become the property of Empire Theatres Limited and will not be acknowledged or returned.
6. The Selected Entrant will be required to sign and return, by the date specified in the correspondence from Empire Theatres Limited, a fully completed Declaration, confirming understanding and acceptance of and compliance with these Rules and acceptance of the Prize as awarded, and a release of liability and publicity satisfactory to Empire Theatres Limited acknowledging the non-responsibility of the Relevant

Persons with regard to any injury, accident, loss and/or misfortune related to any aspects of the Prize. The Selected Entrant shall also grant to Empire Theatres Limited (and to its nominee(s)) the unconditional right to use each such Selected Entrant's name, address, voice, likeness, photograph, prize information and/or statements about the promotion for any publicity, advertising and promotional purposes without additional compensation, except where prohibited by law.

7. If any individual under the age of majority in his or her province or territory of residence is the Selected Entrant, the parent, legal guardian or other legally authorized representative of such person will be awarded the Prize provided he/she correctly answers the skill testing question and signs a Declaration, release and other documentation satisfactory to Empire Theatres Limited. If a guest of the Selected Entrant is under the age of majority in his/her province or territory of residence, his/her parent/guardian will be required to complete, sign and return to Empire Theatres Limited a release and other documentation satisfactory to Empire Theatres Limited, by the date specified in the correspondence from Empire Theatres Limited.

8. Failure to return the necessary documentation to Empire Theatres Limited by the date specified in the correspondence from Empire Theatres Limited may (in Empire Theatres Limited's sole discretion) cause the Selected Entrant to forfeit the Prize in its entirety or make the guest of the Selected Entrant ineligible to be a guest, as applicable. In such case, it shall be in Empire Theatres' Limited sole discretion whether to select another entrant as the Selected Entrant, or not to award the Prize at all, or (if applicable) whether or not to permit the Selected Entrant to select an alternate guest.

9. Without limiting the generality of the foregoing, at least one of the Prize winner and (if applicable) his/her guest must be of the age of majority in their Province(s) of residence.

10. None of the Contest Entities are responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to errors in advertising, these Rules, the selection and announcement of winners, or the distribution of the Prize.

11. By participating in the Contest, entrants agree to: (i) abide by these Rules and the decisions of Empire Theatres Limited and (if applicable) its nominees, which decisions shall be final, (ii) release and hold harmless each of the Relevant Persons from any and all claims for damage, injury, death, loss, or other liability that may arise from any entrant's participation in the Contest or the awarding, acceptance, use, or misuse of any prize, and (iii) waive all rights to claim punitive, incidental and consequential damages, attorney fees or damages other than actual out-of-pocket costs incurred to enter.

12. Any claim or legal action arising or occurring with respect to the Contest, or the awarding, acceptance, use, or misuse of the Prize, shall be governed exclusively by Nova Scotia law, and shall be resolved exclusively in either the federal or provincial courts located in Halifax, Nova Scotia.

13. Empire Theatres Limited retains the right, in its sole discretion, to modify these Rules or to suspend, modify or cancel the Contest at any time, and to make substitutions of equivalent kind or value in the event of the unavailability of any component of the Prize for any reason whatsoever. The Prize is not transferable and must be accepted as awarded. No cash redemption or substitution.

14. This Contest is subject to all federal, provincial and municipal laws and regulations. Decisions of Empire Theatres Limited are final with respect to all aspects of this Contest. Sponsor's computer is the official time keeping device for this promotion. Empire Theatres is the sole judging organization whose decisions as to the operation of the Promotion and the selection of the potential winner are final and binding in all matters related to the Promotion.

15. Void where prohibited.

16. For questions pertaining to the Contest, these Rules or the Prize, please contact us at empire@empiretheatres.com

