

## Pinkberry® Despicable Me 4 Sweepstakes ("Sweepstakes")

### Official Sweepstakes Rules ("Official Sweepstakes Rules")

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL SWEEPSTAKES RULES. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY AGREEMENT MAY BE REQUIRED. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, THE PARENT OR AFFILIATED COMPANIES OF THE SOCIAL MEDIA WEBSITES INSTAGRAM®, FACEBOOK®, OR TWITTER®/X. These Official Sweepstakes Rules may be viewed online at: [www.pinkberry.com/DM4moviesweeps](http://www.pinkberry.com/DM4moviesweeps).

**1. Eligibility.** The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or older at the beginning of the Sweepstakes Period (as defined in [Section 5](#)), and who have access to the internet and have or open a valid email account. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law.

Employees of, members of the immediate family (spouse, domestic partner, in-laws, parents, grandparents, siblings, children, and grandchildren) of, or those domiciled with an employee (whether related or not) of Sponsor (as defined in [Section 12](#)), Universal Pictures Marketing, a division of Universal Film Exchanges LLC ("Universal"), Fandango Loyalty Solutions, LLC ("Fandango"), or their respective parents, affiliates, or subsidiaries, and Pinkberry® licensees, franchisees, and their employees, are ineligible to participate or win.

An eligible individual who enters the Sweepstakes is hereafter referred to as "Entrant" or "you". Each Entrant unconditionally accepts and agrees to comply with and abide by these Official Sweepstakes Rules, and to the decisions of Sponsor, which are final and binding in all respects, and may be required to verify that they meet eligibility requirements as outlined herein.

Universal, Fandango, Facebook, Instagram, and Twitter/X and their respective parents, affiliates, and subsidiaries, are not participants, sponsors, or co-sponsors, nor do they endorse, administer, execute, or promote this Sweepstakes. Entrants are providing information to Sponsor and not Universal. If you participate via your mobile phone, such activity will be subject to any charges pursuant to your wireless service provider's rate plan. Please consult your wireless service provider for more information.

**2. How to Enter the Sweepstakes.** During the Sweepstakes Period, you may receive one (1) entry into the Sweepstakes through the website URL at [www.pinkberry.com/DM4moviesweeps](http://www.pinkberry.com/DM4moviesweeps) ("Website"), by completing and submitting all required registration information, which includes joining the Pinkberry rewards program (each, an "Entry" and collectively referred to herein as "Entries"). You may also enter via email as described below.

**Alternative Means of Entry:** To receive one (1) Entry without submitting an entry form or enrolling in the Pinkberry rewards program as described above, during the Sweepstakes Period, email [pbsocialmedia@kahalamgmt.com](mailto:pbsocialmedia@kahalamgmt.com) with the email subject "Despicable Me 4 Sweepstakes Entry," and provide your full name, email address, complete mailing address, and daytime and evening telephone numbers (area code included).

Entries that are incomplete, defamatory, disparaging, hateful, offensive, illegible, false, deceptive, garbled, or portraying or advocating alcohol, illegal drugs, tobacco, firearms or weapons, or Entries that include any activities that may appear unsafe or dangerous, or that advocate any political agenda are not eligible, with such eligibility to be determined by Sponsor in its sole discretion. Once submitted, all Entries are the sole property of Sponsor.

**3. Entry Limit: One (1) Entry per Entrant throughout the Sweepstakes Period.** Entrants may only receive one (1) Entry into the Sweepstakes, regardless of method of entry. Entrants are not permitted to use another person's identity. Any Entrant who uses multiple names or otherwise attempts to enter multiple times in violation of these Official Sweepstakes Rules shall be disqualified from the Sweepstakes. If it is discovered by Sponsor (using any evidence or other information made available to or otherwise discovered by Sponsor) that any Entrant has attempted or has used any other identities or system(s) or program(s) to participate in or disrupt the Sweepstakes, then such Entrant shall be disqualified from the Sweepstakes in the sole and absolute discretion of Sponsor. Failure to comply with these Official Sweepstakes Rules and the decisions made by Sponsor may result in an Entrant being disqualified from the Sweepstakes.

**4. Privacy:** The personal information you provide at the time of Entry or otherwise in connection with the Sweepstakes will be subject to the law of the United States. All such information is subject to the Sponsor's Privacy Policy posted at: <https://www.pinkberry.com/privacy/index.php>. By entering this Sweepstakes and providing personal information, you agree to the use of your personal information as described in the above privacy policy.

**5. Sweepstakes Period.** The Sweepstakes begins on Friday, June 7, 2024 at 12:01 AM Scottsdale, Arizona time and ends Friday, June 28, 2024 at 11:59 PM Scottsdale, Arizona time ("Sweepstakes Period"). Sponsor's computer is the official timekeeper for the Sweepstakes Period. Any attempted entries outside of the Sweepstakes Period will not be accepted.

**6. Prize, Approximate Retail Value ("ARV") and Odds.** All details and other restrictions of the prizes not set forth in these Official Sweepstakes Rules will be determined by Sponsor in its sole discretion.

**Prize.** Ten (10) Entrants (each a "Prize Winner" and collectively, "Prize Winners") chosen at random, will each be awarded one (1) prize pack (each a "Prize" and collectively, "Prizes"), which shall consist of:

- Four (4) Fandango Promotional Codes\* to see *Despicable Me 4*
- Digital eGift Card to Pinkberry valued at Fifty and 00/100 USD (\$50.00)
- *Despicable Me 4* themed merchandise: key chain, mug, beach bag, and pickleball

**Total ARV:** The total ARV of one Prize is One Hundred Thirty-Seven and 64/100 USD (\$137.64). The total ARV of all Prizes is One Thousand Three Hundred Seventy-Six and 40/100 USD (\$1,376.40). Any difference between the approximate retail value and the actual retail value will not be awarded or refunded.

**\*Codes:** Each Prize Winner will receive Four (4) Fandango Promotional Codes (each, a “**Code**”) via e-mail; each Code is good towards the purchase of one (1) movie ticket (up to \$15.00 total ticket price and associated fees and charges) to see *Despicable Me 4* at Fandango partner theaters in the US. Code is void if not redeemed by 8/31/24 or when *Despicable Me 4* is no longer in 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. ARV: \$60 USD. The redemption of the Code is subject to Fandango’s Terms and Policies at [www.fandango.com/terms-and-policies](http://www.fandango.com/terms-and-policies). FANDANGO and the Fandango Logo are registered trademarks of Fandango Media, LLC.

**Odds:** The odds of winning a Prize will vary depending on the number of valid, correct Entries received during the Sweepstakes Period.

**Tax Information and Prize Restrictions:** Subject to applicable law, all taxes (including, without limitation, federal, state and/or local income taxes) and any other charges, costs, and/or expenses associated with the acceptance and/or use of a Prize not expressly specified herein as being provided, is the sole responsibility of each applicable Prize Winner. No substitution, assignment, exchange of cash, currency, credit, or transfer of a Prize by a Prize Winner is allowed. Sponsor reserves the right to substitute a Prize for one of equal or greater value. Should a potential Prize Winner decline or fail to claim a Prize, or be unreachable, Sponsor reserves the right to either select an alternate winner until the Prize is claimed or forfeit the Prize(s) with no replacement winner being selected.

**7. Winner Selection.** On or about July 1, 2024 (“**Winner Selection Date**”), potential Prize Winners will be selected in a random drawing from among all eligible entries received during the entire Sweepstakes Period. There will be a total of ten (10) Prize Winners selected. Each Prize Winner must claim his/her Prize as set forth in Section 8 below. Sponsor’s decisions in all matters relating to the Sweepstakes are final.

**8. Notification and Claiming Prize.** You consent to being contacted by Sponsor for Sweepstakes-related purposes, which include, but are not limited to, Prize eligibility notifications and Prize claim notifications. Sponsor will use reasonable efforts to notify the Prize Winners by email on or about July 1, 2024 (“**Notification**”). Each potential Prize Winner must respond within three (3) business days from the date of Notification. Prize claim documents (“**Prize Claim Documents**”) will then be sent to each potential Prize Winner. The Prize Claim Documents will include affidavits of eligibility/release of liability/prize acceptance and any other documentation reasonably requested by Sponsor, all of which a potential Prize Winner must complete and return within three (3) business days from when the Prize Claim Documents are sent to the potential Prize Winner. ***If a potential Prize Winner does not respond to Sponsor’s Notification within three (3) days or return the Prize Claim Documents within three (3) days as provided for above, then the Prize or Prizes may be forfeited without a replacement Prize Winner(s) being chosen.*** Subject to change, Codes and Digital Pinkberry eGift Cards will be emailed to Prize Winners; all other Prizes will be shipped.

If a potential Prize Winner does not comply with these Official Sweepstakes Rules, meet eligibility requirements, does not respond to Sponsor’s Notification within three (3) days of Notification or return properly completed Prize Claim Documents within three (3) days of receipt, or does not timely comply with all of Sponsor’s instructions to claim the Prize, the Prize or Prizes may be forfeited without a replacement Prize Winner or Prize Winners being chosen. Sponsor reserves the right to either select an alternate Prize Winner(s) until the Prize(s) is claimed or forfeit the Prize(s) with no replacement Prize Winner(s) being selected.

**9. General Conditions.** By entering the Sweepstakes, each Entrant agrees to abide by these Official Sweepstakes Rules and the decisions of the Sponsor and/or the independent Sweepstakes organization (as may be applicable), which are final. If for any reason the Sweepstakes is not capable of running as planned by reason of any acts of God (including, but not limited to, actions, regulations, orders, or requests by any governmental agency, equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, pandemic or epidemic, or any other cause beyond Sponsor’s reasonable control) or any infection by virus, bugs, worms, malware, spyware, hacking, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, operation, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or select the Winner from the Entries received prior to the action taken, or by other means deemed fair and appropriate by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify an Entrant if Sponsor: (a) learns or suspects that Entrant has misappropriated another’s identity or infringed upon the rights of any person or entity; (b) finds that Entrant has tampered, is tampering or plans to tamper with the entry process or the operation of the Sweepstakes, including, but not limited to, using spamming software or other electronic means to enter or influence the Sweepstakes or its results; or (c) believes that Entrant has violated these Official Sweepstakes Rules or is acting in an unprofessional or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be in 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 Sweepstakes Rules shall not constitute a waiver of that provision.

By entering the Sweepstakes, each Entrant hereby grants to Sponsor, its affiliates, and its licensees the right and license to use Entrant's entry, name, image, likeness, voice, photograph, Facebook, Instagram, and Twitter/X statements, biographical information, content and Prize status, in whole or in part, for promotional, advertising and/or publicity purposes in any media, now known or later developed and available, throughout the world and in perpetuity, without compensation or notice to, or further consent of, the Entrant, to the extent permitted by law. Sponsor is not responsible for any typographical or other error in the printing, the offering, or the announcement of a Prize or in the administration of the Sweepstakes.

Entrant consents to being contacted by Sponsor for Sweepstakes-related purposes, which include, but are not limited to, Prize eligibility notifications and Prize claim notifications. Entrant also pledges, agrees and consents that he/she shall not employ the use of spamming software or some other electronic means to enter or influence the Sweepstakes or its results. All such participants and entrants shall be disqualified from winning a Prize. No two Entrants may share an email account.

**10. Release and Limitations of Liability.** Except where prohibited by law, by participating in the Sweepstakes, each Entrant agrees to release, indemnify, defend and hold harmless Sponsor, and its related companies, promotional/prize partners (if applicable), Pinkberry® licensees/franchisees, Universal, Fandango, Facebook, Instagram, Twitter/X and their respective parents, subsidiaries, affiliates, successors, predecessors, and their respective agents and agencies, and their respective officers, directors, shareholders, employees, and agents (collectively, "**Released Parties**") from and against any claim, cause of action, loss, fine, award, judgment, demand, lawsuit, obligation, interest, tax, penalty or other damage, including, without limitation, attorneys' fees, expert fees and costs, arising out of or in connection with Entrant's participation in the Sweepstakes, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes; or (e) 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 and/or receipt and/or use of any Prize. Released Parties make no representations or warranties of any kind concerning the appearance, performance or safety of any Prize awarded. No more than the stated number of Prizes shall be awarded. The Prize Winners shall bear all risk of loss or damage to a Prize.

**11. Disputes.** By entering this Sweepstakes, you agree: (a) to be bound by these Official Sweepstakes Rules and by all applicable laws and decisions of Sponsor, which shall be binding and final; (b) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts located in Maricopa County, Arizona; (c) any and all claims, judgments, and awards by, for, and to Entrant shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, excluding Entrant's attorneys' fees, expert fees and costs; and (d) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, special and consequential damages and any other damages other than 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 ENTRANT.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules and the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes shall be governed by and enforced in accordance with the laws of the State of Arizona, without giving effect to any conflict of laws rules (whether of the State of Arizona or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona. These Official Sweepstakes Rules shall be binding upon and inure to the benefit of Sponsor's and each Entrant's respective successors, assigns, estates, executors and heirs. If any provision of these Official Sweepstakes Rules is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Official Sweepstakes Rules and shall not affect the validity and enforceability of any remaining provisions. Headings are used in these Official Sweepstakes Rules are solely for convenience of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Sweepstakes Rules or any provision thereof.

**12. Sponsor.** Kahala Management, L.L.C., 9311 E. Via de Ventura, Scottsdale, AZ 85258. Universal, Fandango, Instagram, Facebook, and Twitter/X are not participants or sponsors, nor do they endorse, administer, or promote this Sweepstakes.

**13. Winners List.** A winners list will be available from August 5, 2024, to December 30, 2024, by emailing [pbsocialmedia@kahalamgmt.com](mailto:pbsocialmedia@kahalamgmt.com) with the subject line "Despicable Me 4 Sweepstakes Winners List Request." Winners list will contain first name, last initial and state of Prize Winners.

**// End of Official Sweepstakes Rules //**

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