

WARNER BROS. ENTERTAINMENT INC.
#WonkaPureImagination Contest
OFFICIAL RULES

To participate in the Contest, 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.

CONTEST IS OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE EIGHTEEN (18) YEARS OF AGE OR THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE, WHICHEVER IS OLDER, AT TIME OF ENTRY. POTENTIAL WINNERS MAY BE REQUIRED TO RETURN WINNER DOCUMENTS (AS DEFINED IN SECTION SIX (6) BELOW) WITHIN TWO (2) DAYS OF NOTIFICATION. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. YOU MUST HAVE INTERNET ACCESS, VALID E-MAIL ADDRESS, AND AN INSTAGRAM ACCOUNT TO PARTICIPATE.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

1. **Sponsor:** Warner Bros. Entertainment Inc., 4000 Warner Blvd., Burbank, CA 91522 (“**Sponsor**”).
2. **Administrator:** Probability LLC, 2 Woodstock Meadow Ln., PO Box 1484, Woodstock, NY 12498 (“**Administrator**”).
3. **Eligibility:** *The #WonkaPureImagination Contest (“**Contest**”)* is open only to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or the age of majority in their jurisdiction of residence at time of entry (whichever is older). Void where prohibited or restricted by law. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for Sponsor, Administrator, the management and representation of Mr. Timothée Chalamet, Microsoft Corporation, Apple Inc., Chanel, Inc., Nike, Inc., Fandango, LLC, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, persons involved in the creation, development or production (including cast and crew) of the *Wonka* movie and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to participate or win any prize. **“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 months a year, whether related or not. Potential winners may be required to provide proof of legal residency upon request prior to prize award.
4. **Contest Schedule:** The Contest begins on or about 9:00:00 a.m. Pacific Time (“**P.T.**”) on November 13, 2023 through 11:59:59 p.m. PT on December 3, 2023 (“**Contest Period**”), as set forth in the chart below. Four (4) separate and distinct Contest entry periods (each, an “**Entry Period**” and collectively, “**Entry Periods**”) will take place during the Contest Period. For avoidance of doubt non winning entries from one Entry Period will remain eligible to be selected as a potential winner in subsequent Entry Periods. Administrator’s computer is the official clock for the Contest.

Contest Entry Periods

Entry Period	Begin Date & Time	End Date & Time
Period #1	9:00:00 am PT on 11/13/23	11:59:59 pm PT on 11/19/23
Period #2	12:00:00 am PT on 11/20/23	11:59:59 pm PT on 11/24/23
Period #3	12:00:00 am PT on 11/25/23	11:59:59 pm PT on 11/29/23
Period #4	12:00:00 am PT on 11/30/23	11:59:59 pm PT on 12/3/23

5. **How to Enter:**

To participate and enter this Contest individuals will need a mobile device (e.g., mobile phone or tablet) that can access the Internet. Read and follow the Content Guidelines below.

Entrants may enter during the Contest Period as follows:

- (i) follow Sponsor's official Instagram account for the Movie (@wonkamovie).
- (ii) Post a video no more than one (1) minute in length showing your wild and wonderfully Wonka inspired art, fashion, style, décor, food or gaming that includes the hashtag "#WonkaPureImaginationContest" (the "**Contest Hashtag**").

All Entries: You may include a comment with your Video, but this is not required. (The inclusion of a comment will enhance your Video as it will provide background and context for the Administrator Judges and, if applicable, Sponsor Judges in reviewing same; see Section 6 below.)

Only public accounts on Instagram may be used for Contest entry. If your account is private or posted content is otherwise inaccessible to Sponsor/Administrator, your posting of a Video will not result in a valid Contest entry.

BY POSTING A VIDEO TOGETHER WITH THE HASHTAG #WONKAPUREIMAGINATIONCONTEST, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD, AND FULLY AGREE TO THESE OFFICIAL RULES AS WELL AS SPONSOR'S TERMS OF USE (LOCATED AT [HTTPS://POLICIES.WARNERBROS.COM/TERMS/EN-US/HTML/TERMS_EN-US_1.3.0.HTML](https://policies.warnerbros.com/terms/en-us/html/terms_en-us_1.3.0.html)) ("**SPONSOR'S TERMS OF USE**"). DO NOT POST A VIDEO WITHOUT FIRST REVIEWING THESE OFFICIAL RULES AND SPONSOR'S TERMS OF USE.

Your posted Video, and optional comment (if applicable) to Instagram, together with the hashtag #WonkaPureImaginationContest, will constitute your entry into this Contest (each, an "**Entry**"); you, as the individual who submitted a Video, are therefore the "**Entrant**."

Partial or incomplete/piecemeal Entries (e.g., posting your Video without the hashtag #WonkaPureImaginationContest, etc.) will NOT BE ACCEPTED AS VALID ENTRIES.

Entry must be the original work of the Entrant (DO NOT COPY OTHERS' WORKS, IN WHOLE OR IN PART, INCLUDING BUT NOT LIMITED TO RE-POSTING ANOTHER PERSON'S VIDEO). YOU MUST OTHERWISE COMPLY WITH THE CONTENT GUIDELINES BELOW AND OTHER TERMS HEREIN. **If other people appear in the Video submitted, Entrant must have each person's written consent to use and publish his/her image as contemplated in the Contest prior to posting the Video (and, if such people are minors – i.e., under the age or majority in such minor's jurisdiction of residence, the written consent of their parent or legal guardian).** If Entrant is not the videographer, Entrant must have videographer's written consent to use and publish the Video prior to posting the Video **(and, if such person is a minor, the written consent of their parent or legal guardian).** Entries must comply with these Official Rules in all respects, including without limitation, the Content Guidelines below.

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

You may only use one (1) Instagram account to participate in the Contest. All Instagram videos must comply with the format and applicable policies of Instagram available at www.instagram.com.

If you opt to access Instagram via your wireless mobile device (only available via participating wireless carriers), data rates may apply for each message sent or received from your device according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions.

Content Guidelines:

In addition to complying with all other requirements of these Official Rules and those of the Instagram, each Entry must comply with the following guidelines (“**Content Guidelines**”). Any Entry that Sponsor or Administrator, in its sole discretion, determines is in violation of any Content Guideline may be disqualified. Each Entry must not:

- Exceed one (1) minute in length.
- Contain content, images, or material that violates or infringes any third party rights of any kind, including without limitation, any third party privacy, publicity, trade secret, or intellectual property rights, including third party registered and common law copyrights and trademarks, unless, as determined by Sponsor or Administrator in its/their sole discretion, is a non-infringing use of third-party content that is incidental, in the background, and/or not the focal point of any Entry;
- Disparage Sponsor (including the *Wonka* movie), Administrator, any other person or entity affiliated with the Contest or products, services, or entities that are competitive with any of the foregoing (including defaming Mr. Chalamet or any other actor in the *Wonka* movie);
- Contain brand names, trademarks, or logos of any third party other than those owned by or licensed to Sponsor, subject to the Entry complying with all other requirements of these Official Rules (including these Content Guidelines) and those of Instagram; Entrant has a limited, non-exclusive, revocable license to use Sponsor’s trademarks solely and only to incorporate them in his/her Entry submitted in this Contest;
- Contain content, images, artwork, or other creative elements not created by and original to Entrant (other than the designated hashtag and content provided by Sponsor as set forth below);
- Contain images or other material that is misleading, inappropriate, indecent, obscene, hateful, offensive, tortious, defamatory, slanderous, or libelous (including nudity);
- Contain content, images or other material that reflects, advocates, or promotes bigotry, racism, hatred, harm, exploitation of or against any class, group, or individual, or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age, or actions or activities that are restricted, prohibited, illegal, or unlawful (including without limitation, the consumption of alcohol or any other controlled substances);
- Contains any content of a political, religious or controversial nature;
- Contain content, images or other material that is unlawful or in violation of or contrary to any applicable federal or state laws or regulations;
- **Include music unless it is the official Pure Imagination track from *Wonka* and/or it is an original song performed and written solely by Entrant;**
- Have been previously submitted in a promotion of any kind, or published, posted, exhibited or displayed publicly for commercial use by any means and in any form or media;
- Include personal information (e.g., your or any other person’s name, e-mail address or phone number) in the Entry itself; if Entry contains personal information, it is your sole responsibility to remove all such personal information from the Entry before posting it to your Instagram account;
- Has been created using artificial intelligence of any kind, including ChatGPT; or

In addition to the foregoing, the Video file must not:

- Contain executable programming of any kind, including without limitation, viruses, worms, Trojan horses, spyware, malware, time bombs, Easter eggs, cancel bots, or any kind of malicious or benign computer programming whatsoever; or
- Contain encrypted content of any kind, including without limitation, encoded messages.

If an Entry cannot be opened, viewed, and/or accessed by Sponsor or Administrator for any reason whatsoever, that Entry shall be disqualified without any fault or liability of the Released Parties, as defined below.

Sponsor grants to each qualified Entrant a limited, non-transferable, non-exclusive, non-sublicensable, revocable right to use its copyrighted materials and trademarks solely for purposes of and limited to including them in the Entries submitted in this Contest pursuant to Sponsor's Terms of Use and these Official Rules; such right and license will automatically expire without further act of any party at the expiration of the Contest Period, unless specifically extended on an individual basis by Sponsor in writing in its sole discretion. Any other use of Sponsor's and/or its licensors' copyrighted materials or trademarks will be a violation of Sponsor's or its applicable licensor's intellectual property rights. Sponsor's copyrighted materials and trademarks cannot be modified, adapted, or edited by Entrant other than modifications due solely to technological limitations or malfunctions.

Entrant understands and agrees that Sponsor has wide access to ideas, stories and other literary, artistic and creative materials submitted to it from outside sources or developed by its own employees and agents (together, "**Sponsor Creative**"); such Sponsor Creative may be similar to (or even identical to) the Contest videos created and disseminated by Entrant; Sponsor shall have no liability to Entrant or any third party with respect to or in connection with the development, use, sale, and/or commercial exploitation of all or any portion of Sponsor Creative by Sponsor and/or its designees and licensees, all of which liability, if any, Entrant hereby expressly and irrevocably waives, releases, and discharges. Entrant further understands and agrees that Sponsor and Administrator shall not have any fiduciary duty or duty of confidentiality regarding his/her Entry.

ALL ENTRIES REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR WILL NOT REVIEW ENTRIES PRIOR TO THE POSTING OF SAME BY PROSPECTIVE ENTRANTS AND DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH ENTRIES.

If a Video is unable to be viewed by Sponsor/Administrator for any reason whatsoever outside of Sponsor's/Administrator's control, that Video shall be disqualified (and Released Parties, as defined below, will not be responsible or liable for any such inability).

Use of automated/programmed/robotic means of participation is prohibited and Videos completed or submitted using such illicit means will be void, and the applicable participant may be disqualified from the Contest. Sponsor and Administrator will not be responsible for late, lost, incomplete, corrupted, inaccessible, garbled or misdirected videos, or for videos not being uploaded due to technological/programming/electronic error, malfunction or failure or for any other reason.

Entrant Warranties and Representations

By submitting a Video, Entrant gives permission, and warrants and represents that he/she has obtained all rights, including from videographer if other than Entrant and from other persons appearing in Video (if any such person appearing in Video is a minor in his/her jurisdiction of residence, from his/her parent or legal guardian), necessary to give such permission, to Sponsor and hereby grants Sponsor a royalty-free, transferable non-exclusive license to re-post Entrant's Video, name, voice, likeness and all other information about the Entrant contained in the Video on the World Wide Web, and to otherwise use, reproduce, adapt, amend, broadcast, modify or alter, and communicate to the public and cause to be seen and/or

heard in public Entrant's Video and the names, voices, images, photographs, and likenesses therein without compensation in accordance with the requirements of this Contest and the advertising, promotion, and publicity of the Contest and/or the *Wonka* movie, for the duration of the copyrights, and otherwise, as stated in these Official Rules (as solely determined by Sponsor).

6. **Judging (Winner Determination/Notification):** Entries will be initially judged on a rolling basis (during each Entry Period) by a panel of judges comprised by the Administrator ("**Administrator Judges**"). For this first stage of judging, the Administrator Judges will review each of the Videos and select up to fifty (50) Finalists per Entry Period. The scoring by the Administrator Judges will be based on criteria below, each judged on a scale of 1-10 (10 being the highest) as follows:
1. **Originality.** How original and creative is the Entrant's art, fashion and other forms of inspiration from the Movie?;
 2. **Inspiration.** How convincingly and effectively the Entry displays how the Entrant was inspired by the Movie?; and
 3. **Quality of Video.** How strong is the video from a technical/production standpoint (e.g., is the video in focus? What is the sound quality of the video)?

When the total scores are tabulated by the Administrator Judges, the top Entries per Entry Period will advance to the next phase of judging. Administrator Judges reserve the right to advance fewer than fifty (50) Finalist Entries to the next stage if, in their sole discretion, they do not receive a sufficient number of Entries of sufficient quality. The Finalist Entries will then be judged by another judging panel from Sponsor ("**Sponsor Judges**"), which will select the Entry Period Winners based on the judging criteria listed above. For the avoidance of doubt, the ranking of Finalists by the Administrator Judges will **not** be taken into account by the Sponsor Judges. The Entries with the 15 highest final scores from the Sponsor Judges will be deemed potential Winners. In the event of a tie in either round of judging, the tie will be broken in favor of the Entry with the higher "How convincingly and effectively the Entry displays how the Entrant was inspired by the Movie?" criterion among the tied Entries; and, should such tie occur in the round of Sponsor judging, such Entry will be deemed a potential Winner. Entrant acknowledges that the scoring of Entries by Administrator Judges and Sponsor Judges is confidential information and that he/she has no right to review same.

Potential winners will be notified by direct or private message by Sponsor (@wonkamovie) on or about one (1) business day following the applicable Entry Period (per the chart above). IT IS THE SOLE RESPONSIBILITY OF ENTRANT TO CONFIRM THAT HIS/HER PRIVACY SETTINGS FOR ALLOW FOR SPONSOR TO NOTIFY HIM/HER VIA DIRECT MESSAGE IF HE/SHE IS SELECTED AS A POTENTIAL WINNER. The direct message will request that the potential winner e-mail the Sponsor/Administrator at the specified e-mail address. Failure to respond to the initial verification notice within twenty-four (24) hours after notification will result in disqualification. Potential Winner may be required to sign and return, within two (2) business days of notification, an Affidavit of Eligibility, Release and Indemnification, and a Publicity Release where allowed by law and any release(s) required of potential winner (collectively, ("**Contest Documents**"). Affidavit will also include a Grant of Rights from potential winners to Sponsor, as detailed above. If the Affidavit of Eligibility, Release and Indemnification, and Publicity Release, or any other portions of the Contest Documents are not returned to Sponsor within the specified time period, the potential Winner may be disqualified. If a potential winner is disqualified for any reason, there will be no prize of any kind awarded to him/her and an alternate winner may be selected, i.e., the Entry with the next highest score from the Sponsor Judges judging round in the applicable Entry 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 associated with the Instagram handle used to post 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. Prizes, Approximate Retail Values (“ARV”):

Entry Period #1 Grand Prize (5 winners): Each Grand Prize winner will receive one (1) custom Beats Studio Pro x Wonka headphones. **ARV of each prize is \$350.00.**

Entry Period #2 Grand Prize (5 winners): Each Grand Prize winner will receive one (1) custom *Wonka* “Xbox of Chocolates” (including [a] custom Wonka Xbox wireless controller, [b] three [3] month Xbox GamePass Ultimate subscription for Xbox games [restrictions apply, including a valid credit card or other payment method is required and subscription will automatically renew at the end of the three [3] month period unless affirmatively cancelled by winner], [c] edible chocolate Xbox controller, and [d] Edible Chocolates Bundle**) and Xbox Series X *Wonka* Chocolate console (actual game console and INEDIBLE). **ARV of each prize is \$689.97.**

**Chocolates may contain nuts or other allergens and may not be in compliance with dietary restrictions. To the fullest extent permitted by law, Released Parties disclaim any and all liability in conjunction therewith.

Grand Prize must be accepted in its entirety or not at all.

Entry Period #3 Grand Prize (5 winners): Each Grand Prize winner will receive one (1) custom Wonka box and one (1) bottle of Bleu De Chanel Perfume. **ARV of each prize is \$150.00.**

Entry Period #4 Grand Prize (5 winners): Each Grand Prize winner will receive one (1) custom pair of custom Nike Dunk Wonka sneakers. **ARV of each prize is \$299.00.**

Second Prizes (10 winners per Entry Period, 40 total winners): Each Second Prize winner will receive one (1) Fandango Promotional Code (“Code”). Code is good towards the purchase of two movie tickets (up to \$15 total ticket and associated cost and fees per ticket) to see the *Wonka* Movie at Fandango partner theaters in the US. Code is void if not redeemed by 3/31/24 or when the *Wonka* Movie is no longer in theaters, whichever comes first.

Only valid for purchase of movie tickets made at [Fandango.com](https://www.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. One-time use only. Not for resale; void if sold or exchanged. If cost of movie tickets and associated fees and charges is more than the maximum value of the Code, then user must pay the difference. Any price difference between movie ticket purchase and maximum value of the Code will not be refunded. Fandango is not a sponsor or co-sponsor of this offer. The redemption of the Code is subject to Fandango’s Terms and Policies at www.fandango.com/terms-and-policies. **ARV of each prize is \$30.00.**

Total ARV of all prizes is \$8,644.85.

8. **Additional Prize Restrictions:** Any costs and incidentals not specified herein are the winner’s sole responsibility. No substitution or transfer of prize except with Sponsor’s permission. 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. Limit of one (1) prize per family, household or address. **All taxes are the sole responsibility of the winner; should the actual fair market value of prize exceed \$599, winner will receive a 1099 tax form reflecting such value and winner further agrees to fully cooperate with Sponsor and its designated representatives in reporting to the**

Internal Revenue Service (and perhaps other tax authorities) that the prize has been awarded to him/her, including by providing his/her Social Security Number or Tax Identification Number via W9 tax form.

9. **Limitations of Liability:** Except where prohibited, Sponsor and its agencies (including Administrator) are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to human, typographical, printing or electronic malfunction, any damage caused by or relating to any downloadable content or damage of any network, hardware or software. If for any reason the Contest (in whole or in part) 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 Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest (in whole or in part) and/or disqualify any individual who tampers with (or attempts to tamper with) the entry process/operation of the Contest (or any part thereof). In such event, Sponsor shall conduct the Contest and make prizes available for affected Entry Period(s) in a manner which is fair, appropriate and consistent with the spirit of these Official Rules, as determined by Sponsor in its sole discretion. Notice of cancellation/termination/modification/suspension of Contest will be posted on @wonkamovie as well as on other *Wonka* movie social media sites and the official *Wonka* website. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries/videos; 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/video 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 (or data/information stored thereon) related to or resulting from participation in or downloading any materials from this Contest. The preceding expressly includes but is not limited to any entry/video not being accessible to Sponsor/Administrator due to filtering by or other operation of the Instagram social media platform.
10. **Additional Conditions of Participation:** By participating, Entrants agree to be bound by and abide by these Official Rules and the decisions of Sponsor and Administrator, which shall be final and binding in all respects. By participating in this Contest, Entrants agree to the fullest extent permitted by law to release and hold harmless Sponsor, Administrator, the management and representation of Mr. Timothée Chalamet (as well as Mr. Chalamet personally), Microsoft Corporation, Apple Inc., Chanel, Inc., Nike, Inc., Fandango, LLC, Meta Platforms, Inc., and each of their respective parents, subsidiaries, affiliated and successor companies, advertising and promotion agencies, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "**Released Parties**") from any and all actions, claims, injury, loss or damage to person(s) or property arising in any manner, directly or indirectly, from participation in this Contest and/or acceptance, possession, receipt or use/misuse of any prize. By participating, Entrants also authorize the Sponsor and its designees to use the Entrant's name, voice, likeness, photograph, prize information, biographical data and city and state of residence in programming, advertising, trade and/or promotional material or on a winners' list (if applicable) without compensation or notice, to the extent permitted by law. Sponsor is 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 obligation or compensation.

Entrants further agree not to knowingly damage or cause interruption of the Contest and/or prevent others from participating in the Contest. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE OR AN INDIVIDUAL OTHERWISE ATTEMPTS TO DEFRAUD SPONSOR

OR ADMINISTRATOR, SPONSOR/ADMINISTRATOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE (OR ANY COMPONENT OF ANY PRIZE), INCLUDING WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Disputes:** Entrants, Sponsor, and the Released Parties (each, a “Party” and collectively the “Parties”) each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Los Angeles County, California and any other court with jurisdiction over the Parties. In arbitration, there is no judge or jury and review is limited. The arbitrator’s decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The Parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. (“**JAMS**”) or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a “Demand for Arbitration”, then either Party can elect to have the arbitration administered by the American Arbitration Association (“**AAA**”) or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Los Angeles, California. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn’t apply and the dispute must be brought in a court of competent jurisdiction in Los Angeles County, California. Sponsor agrees to pay the administrative and arbitrator’s fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either Party may, notwithstanding this provision, bring qualifying claims in small claims court. If any part of these Rules shall be declared invalid or unenforceable by a court/tribunal of competent jurisdiction, it shall not affect the validity of the balance of these Rules. In such circumstance, the provision declared invalid/unenforceable shall be re-drafted as closely to the original provision as allowed by law, so as to give effect to Sponsor’s intent.
12. **Winners’ List:** For the names of the winners, mail a self-addressed, stamped envelope to: *The #WonkaPureImagination Contest Winners*, c/o Probability, PO Box 1559, Social Circle, GA 30025-1559. All such requests must be received by January 5, 2024.

This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram.

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