

“GUARDIANS OF MIDDLE-EARTH GANDALF STATUE SWEEPSTAKES” (“Sweepstakes”)

2012 OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

2. SPONSOR: Warner Bros. Advanced Digital Services, a division of Warner Bros. Technical Operations Inc., 4000 Warner Blvd., Bldg. 168, Burbank, CA 91522 (“Sponsor”). “Sponsor and its agents” shall mean Sponsor, its advertising/promotional and/or fulfillment agencies and their respective parent companies, affiliates, subsidiaries and their respective employees, officers, directors and agents.

3. ELIGIBILITY: This Sweepstakes is (1) open to legal residents in the 50 United States and the District of Columbia who are 13 years of age or older and are users in good standing of Facebook.com (“Facebook”); (2) void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, all other U.S. territories and possessions and wherever prohibited or restricted by law; and (3) subject to all applicable federal, state and local laws. Entrants who are not of the legal age of majority in their state of residence (“Minor”) must have their parents’ or legal guardians’ (“Parent”) consent to participate in the Sweepstakes and such entry will be deemed to be submitted by the Parent. Employees and consultants of Time Warner, Inc., Warner Bros. Entertainment Inc. and each of their respective affiliates, subsidiaries, divisions, and advertising and promotional agencies and their respective officers, directors and agents (collectively, the “Sweepstakes Entities”) and the immediate family members and persons living in the same household of each are not eligible to enter or win.

4. HOW TO ENTER: This Sweepstakes begins at 10:00:01am Pacific Time (“PT”) on November 19, 2012 and ends 11:59:59pm PT on December 3, 2012 (the “Sweepstakes Period”). To enter the Sweepstakes, go to <https://www.facebook.com/Guardiansofmiddleearth> click the “like” button to like the page and you will be prompted to enter your full name, email address, date of birth, zip code and country (U.S. residents only) and click on the submit button (collectively an “Entry” or “Entries”). As part of your Entry, you will need to decide whether you would like to receive Sponsor’s updates, news and offers (collectively “Subscription”). If Entrant decides to subscribe (each a “Subscriber”), he/she may do so by leaving the tick box checked to receive the Subscription. If Entrant should decide not to subscribe, he/she will need to un-check the tick box before clicking the submit button to submit their Entry. Entrant understands that the decision to subscribe to Sponsor’s Subscription will not increase their chances of winning the Sweepstakes. Subscriber can unsubscribe from the Subscription at any time without affecting his/her chances of winning. Sponsor provides you with an opportunity to express your preferences with respect to receiving certain marketing communications from Sponsor or from unaffiliated third parties. If you ever decide in the future that you would like to update these preferences, (i) you may log into your account if you have created an account with Sponsor at one of our Sites to adjust your settings, (ii) you may follow the “unsubscribe” instructions provided in any marketing email you receive from us, or (iii) you may send us an email at privacy@wb.com and we will edit your preferences accordingly. If you previously chose to receive push notifications on your mobile device from us but no longer wish to receive them, you can manage your preferences either through your device or app settings, depending on the type of device. Only one (1) Entry per email address or household is allowed during the Sweepstakes Period. If more than one such Entry is submitted only the first such Entry submitted will be accepted. Any attempt by a participant to obtain more than the allowable entries by using multiple/different e-mail addresses, identities or any other methods will void all of that participant’s entries.

By entering, entrants agree to comply with these Official Rules including all eligibility requirements. Illegible and/or incomplete Entries and Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence)

are void. Sponsor and its agents are not responsible for lost, late, or misdirected Entries, for technical, hardware or software failures of any kind, for lost or unavailable network connections, or for failed, incomplete, garbled or delayed computer transmissions or any human error which may occur in the receipt or processing of the Entries. Proof of entering information at Website does not constitute proof of delivery or receipt. Sponsor reserves the right to modify the scheduling of the Sweepstakes without prior notification. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Sweepstakes is prohibited and may result in the disqualification of the entrant. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the e-mail account is registered on the date the Entry is submitted. All Entries become the sole property of the Sponsor and will not be acknowledged or returned.

5. POTENTIAL WINNER SELECTION AND NOTIFICATION: Potential winners will be selected in a random drawing on or about December 4, 2012 by Sponsor or its designee whose decisions are final and binding on all matters relating to the Sweepstakes ("Potential Winners"). Entrants need not be present to win. Each Potential Winner will be notified by e-mail ("Prize Notification") and must provide by e-mail within three (3) days of the date of the Prize Notification (the "Deadline"), his/her full name and a mailing address ("Mailing Information") where Sponsor can send the Prizes. The mailing address must be a street address (no P.O. boxes). If a Potential Winner does not provide the Mailing Information in response to the Prize Notification by the Deadline, he/she will be disqualified and an alternate Potential Winner will be selected from all eligible entries received for the original drawing. Potential Winner may be required to complete, sign, and return to Sponsor, an Affidavit of Eligibility and Liability/Publicity Release. Once Sponsor receives a Potential Winner's Mailing Information and if required by Sponsor, a completed and signed Affidavit of Eligibility and Liability/Publicity Release, Sponsor shall declare that Potential Winner is a winner ("Winner"). Return of any Prize Notification or Prizes will result in disqualification, an alternate Potential Winner will be selected from all eligible entries received for the original drawing, and Sponsor shall repeat the winner selection and notification procedures set forth in this Section 5 until a qualified Winner has been selected.

6. PRIZES AND ODDS OF WINNING:

Grand Prize

One (1) grand prize winner ("Grand Prize Winner") will receive the following:

- One (1) Life Size Gandalf Statue from Weta Workshop in New Zealand

Approximate Retail Value ("ARV") of the Grand Prize is: \$3,000

First Prize

Five (5) first prize winners (each a "First Prize Winner" or collectively "First Prize Winners") will receive the following:

- One (1) Guardians of Middle-Earth T-Shirt

ARV of the First Prize is: \$15.00 per Winner; \$75.00 Total

Total ARV for all Prizes: \$3075.00

Odds of winning depend on the number of eligible Entries received. Each Entry will have an equal chance of winning.

7. PRIZE CONDITIONS: Selection and specifics of all prizes (collectively, the "Prizes") will be determined in the Sponsor's sole discretion. All Prizes are subject to availability. No cash redemption or prize substitution allowed, except by the Sponsor, who reserves the right in its sole discretion to substitute cash value or another prize it believes is of equal or greater value. All

Prizes are non-transferable. Odds of winning depend on the number of eligible Entries received. Each Entry will have an equal chance of winning. There is a limit of one Prize per person. All Prizes are awarded "AS IS" and without WARRANTY OF ANY KIND, express or implied (including without limitation, any implied warranty of merchantability or fitness for a particular purpose). Acceptance, participation in and/or use of the Prizes are at Winners' sole risk and Sponsor is not responsible for any damages whatsoever, including special, indirect, or consequential damages, arising out of or in connection with the use and/or misuse of any such prize.

8. TAXES AND COSTS RELATED TO THE PRIZES: All applicable taxes, including all federal, state, local and other taxes and any license, destination and delivery charges are the sole responsibility of each Winner. Winners may be issued a 1099 tax form for the ARV of their Prizes. Any additional expenses not included in the Prizes are the sole responsibility of the Winner.

9. GENERAL CONDITIONS: By participating in this Sweepstakes, participants agree: (a) to be bound by these Official Rules, the decisions of the judges, and the Warner Bros. Privacy Policy (<http://www.warnerbros.com/#/page=privacy-policy>); (b) to release and hold harmless Sponsor, Time Warner Inc., Warner Bros. Entertainment Inc., Facebook, Inc., Twitter, Inc., The Saul Zaentz Company and the Sweepstakes Entities and their respective agents from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, or related to their participation in the Sweepstakes and/or their participation in any Prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)); and (c) to be contacted by Sponsor via e-mail. By accepting the Prizes, Winners consent to the use of the Winner's name and/or likeness (including his/her voice, biographical information, city and state of residence, statements, and/or photograph(s)) for advertising and promotional purposes without additional compensation (except if Winner is a resident of TN or where prohibited by law). Sponsor reserves the right to make changes or additions to these Official Rules and/or extend the dates of this Sweepstakes for any reason at any time. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. USE OF PERSONAL INFORMATION: In order to participate in this Sweepstakes, entrants will be required to supply certain information about themselves on the Sweepstakes entry pages. Sponsor has specified which information is mandatory in order to participate in the Sweepstakes. This information will be used by Sponsor for the purposes of administering the Sweepstakes. If entrant should elect to subscribe to Sponsor's Subscription, Subscriber agrees to also have his/her information used by Sponsor for the purpose of administering his/her Subscription. Subscribing to Sponsor's Subscription does not affect an entrant's chances of winning. Subscriber can unsubscribe from the Subscription at any time without affecting his/her chances of winning. The personal information will be collected, processed and used in accordance with the WarnerBros.com Privacy Policy. The WarnerBros.com Privacy Policy can be found at <http://www.warnerbros.com/#/page=privacy-policy/>.

11. INTERNET: If for any reason the Sweepstakes is not capable of running as planned, including infection due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right to disqualify any individual it finds who tampers with the entry process, operation of the Sweepstakes or Web site, and to cancel, terminate, modify, or suspend the Sweepstakes without notice and to select the winner from all eligible Entries received prior to the cancellation or termination. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, problems or technical malfunctions of any computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or Entry to be received by Sponsor on account of human error, technical problems or traffic congestion on the Internet or at any Web site, theft or destruction, or unauthorized access to, or tampering with or hacking of Website, any

combination thereof, or otherwise, including any injury or damage to any entrant's or any other person's computer related to or resulting from participation in the Sweepstakes.

12. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER OR DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS 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.

13. DISPUTES: Each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court in Los Angeles County, California; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys fees and (3) under no circumstances will entrant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and the Sponsor in connection with this Sweepstakes shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than those of the State of California.

14. WINNER'S LIST/OFFICIAL RULES: For a Winners List or a copy of the Official Rules, please send a self-addressed stamped envelope to: "Guardians of Middle-Earth Gandalf Statue Sweepstakes", Winner's List/Official Rules, c/o Warner Bros. Advanced Digital Services, 4000 Warner Blvd., Bldg. 168, Burbank, CA 91522, to be received no later than December 14, 2012. VT residents need not affix return postage.

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This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter. Any questions, comments or complaints regarding the Sweepstakes should be directed to Sponsor at wbol-admin@warnerbros.com and not Facebook or Twitter. By entering the Sweepstakes, you understand that you are submitting your information to Sponsor and not to Facebook or Twitter.

Reference to third parties in connection with prizes and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.