

THE READER SWEEPSTAKES

Official Rules

NO PURCHASE NECESSARY TO ENTER

A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING

Contest *begins* December 2, 2008
and *ends* December 10, 2008

1. **How to Enter: No purchase is necessary.** Beginning at 12:00 AM Pacific Time on December 2nd, 2008, you may enter the **THE READER SWEEPSTAKES** (“Contest”) by logging on to the Sweepstakes website at www.thereader-movie.com/contest (the “Website”) and following the directions for completing the registration form for this Contest.

ALL ENTRIES MUST BE RECEIVED BY 11:59 PM (Pacific Time) ON DECEMBER 10TH, 2008 (the “Entry Deadline”). ONLY ONE (1) ENTRY PER HOUSEHOLD ADDRESS WILL BE PERMITTED OR ACCEPTED.

2. **Eligibility.** This Contest is open to persons who are legal residents of, and reside and are physically located at the time of registration in, the fifty United States and Washington, DC. Employees of **THE WEINSTEIN COMPANY** (“Sponsor”) and/or any of its affiliates, distributors, subsidiaries, retailers, sales representatives, suppliers, participating vendors, promotion or advertising agencies, or any other company involved with the design, production, execution or distribution of the Contest, and each of their respective officers, directors and employees, as well as the members of the immediate families (spouses, parents, children, siblings and their spouses), regardless of where they live, and those living in the same household, are ineligible to enter or participate in this Contest or win a prize. This Contest is subject to all federal, state and local laws and regulations.

2.1 **Ineligibility.** This Contest is **VOID** in the states of Arizona, Connecticut, Iowa, Maryland, Rhode Island and Vermont, as well as Puerto Rico, all U.S. territories and possessions. Residents of these states, *etc.*, are **not** eligible for this Contest. **VOID WHERE PROHIBITED, TAXED OR RESTRICTED BY LAW.**

2.2. **Copies of Rules.** Copies of these Official Rules may be obtained at the Website, or by sending a self-addressed stamped envelope marked “Official Rules” to the Sponsor at the address shown in **Paragraph 11**, below.

3. **How to Win – Odds of Winning.** All eligible persons who complete and timely submit an entry form will be entered into the Contest. One (1) First Prize Winner and ten (10) Second Prize Winners selected in a random draw-

ing to be conducted on December 11th, 2008 (the “Contest End Date”), from among all eligible entries received by the Sponsor. The winner need not be present at the time of the drawing to win. The winner will be notified on December 11th, 2008 by telephone, mail and/or email. All decisions of the Patrons are final and binding on all matters relating to this Sweepstakes. **Contest Odds:** Odds of winning depend on the number of timely, correct, eligible entries received.

4. **Prizes.** A total of eleven (11) prizes will be awarded for this Contest. **Approximate Prize Value:** The aggregate verifiable retail value of all the prizes is **FOUR THOUSAND NINE HUNDRED AND NINETY NINE AND NO/100 U.S. DOLLARS** (\$4,999.00).

4.1. **First Prize:** One (1) First Prize for a book group of five (5) individuals flight and accommodations for lunch with author Bernhard Schlink on December 14th shall be drawn and awarded. The First Prize consists of (i) coach class travel arrangements valued at **THREE THOUSAND U.S. DOLLARS** (\$3,000) good towards airfare for travel to New York, New York; (ii) one night hotel accommodations valued at **ONE THOUSAND U.S. DOLLARS** (\$1,000); (iii) lunch for five (5) at a New York restaurant tbd valued at **FIVE HUNDRED U.S. DOLLARS** (\$500); **First Prize Value:** The aggregate verifiable retail value of the First Prize is **FOUR THOUSAND FIVE HUNDRED AND NO/100 U.S. DOLLARS** (\$4,500.00).

4.2 **Second Prizes:** Ten (10) Second Prizes shall be drawn and awarded. Each Second Prize shall include (i) a READER movie tie-in edition of the novel signed by the author **FIFTEEN U.S. DOLLARS** (\$15.00) each; (ii) a CD score soundtrack from THE READER valued at **FIFTEEN U.S. DOLLARS** (\$15.00) and (iii) a pair of movie passes to a screening of *The Reader* (the “Movie”), or (in Sponsor’s sole discretion) in lieu of the passes a DVD of the Movie valued at **TWENTY U.S. DOLLARS** (\$20.00). **Second Prize Value:** The aggregate verifiable retail value of each of the Second Prizes is **FIFTY AND NO/100 U.S. DOLLARS** (\$50.00).

5. **How to Claim Prizes.** The Winners of the First Prize and each of the Second Prizes will be notified by e-mail and/or phone on December 11, 2008. The First Prize Win-

ner must return, within ten (10) business days after a notification attempt, an Affidavit of Eligibility and Liability/Publicity Release (“*Release*”) personally signed by the First Prize Winner. Failure of the First Prize Winner to return or deliver the executed Release within the time period specified, or non-compliance with these Official Rules, or inability to notify any Winner will result in that Winner’s (hereafter, any reference to “*Entrant*” includes Winners) disqualification and forfeiture of her/his prize(s), and an alternate winner(s) will be selected from remaining eligible entries. If the potential Winner cannot be reached after a reasonable effort has been exerted, if s/he is found to be ineligible, if s/he cannot or does not comply with these Official Rules, or if her/his prize notification is returned as undeliverable, such person will be disqualified and an alternate prize winner may be selected at the Sponsor’s sole discretion. No prize will be awarded until the Release is received by the Patrons. Each Entrant will be required to provide the Sponsor with her/his telephone number, and complete name and current postal mailing address. **Prizes must be claimed by December 12, 2008.** Any prize that is not claimed by December 12, 2008, shall expire, no longer be valid, and shall be forfeited. If necessary, the Patrons will conduct a redrawing on December 13, 2008, to select an alternate winner(s). The Patrons reserve the right to substitute a prize or prizes of equal or greater value. The First Prize may *not* be assigned or transferred by a Winner to another person.

6. Contest Restrictions. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and/or use of the prizes not specifically stated herein are the sole responsibility of each Entrant. **EACH WINNER (YOU) MUST PAY ANY EXPENSES IN ORDER TO USE THE PRIZES IN THIS CONTEST.** Except for expenses that may be off-set by the prize vouchers, the First Prize Winner will be responsible for meals, insurance, incidentals, gratuities, all vehicle rentals, ground transportation, other than that expressly described above, and for any other expenses not specifically stated herein. Patrons will not replace any lost or stolen prize. Patrons are not responsible for any Winner’s use of any prize after it has been delivered to a prize Winner. Each Contest entry must be submitted by the attributable Entrant.

7. General Conditions. Subject to applicable law, the Sponsor reserves the right to change these rules at any time. At the sole discretion of the Sponsor, all entries are subject to verification. Except in the event of disqualifications, no more than one (1) First Prize and ten (10) Second Prize Winners will be selected.

7.1. Errors, Malfunctions, Etc. / Fraud / Tampering. The Patrons are not responsible for lost, late, incomplete, damaged, misdirected, or illegible entries; or miscommunications or other errors or malfunctions of any kind whatsoever, whether human, mechanical, electrical, electronic or otherwise. **ANY ATTEMPT BY A**

CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE (INCLUDING THE WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. All entries become the property of the Sponsor and may not be acknowledged or returned.

7.2. Official Rules are Final and Binding. By entering this Contest, each Entrant acknowledges that s/he has read and understands these Official Rules and fully and unconditionally accepts and agrees to be bound by these Official Rules, and acknowledges compliance with them including, without limitation, eligibility requirements and abiding by the decisions of the Patrons. **FAILURE TO COMPLY WITH THESE OR ANY OTHER OFFICIAL RULES WILL RESULT IN DISQUALIFICATION.** Any Entrant disputing these Official Rules shall be disqualified. *All decisions of the Patrons are final and binding on all matters relating to this Contest.*

7.3. Disqualification. The Sponsor reserves the right to disqualify any Entrant at any time as determined in the Sponsor’s sole discretion, should such person at any stage of the Contest: (a) fail to comply with these Official Rules; (b) supply any untruthful, inaccurate or misleading personal details and information; (c) refuse or fail to provide proof of identity and/or eligibility if requested by the Sponsor at any time; (d) use technology to gain an unfair advantage over any other Entrant; (e) engage in unlawful conduct or misconduct, including without limitation, harming or threatening to harm any other Entrant or Patrons’ personnel, exercising violent behavior, or potential or actual cheating; and (f) purposely impede the work of Patrons and/or the implementation of the Contest. *The disqualification of an Entrant shall be final and not subject to appeal or review for any reason whatsoever.*

7.4. Construction of Official Rules. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of the Sponsor. Neither the Patrons nor anyone acting on their behalf will enter into any communications with any Entrant regarding this Contest, except as expressly set forth in these Official Rules. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The headings of the paragraphs in these Official Rules are for the convenience of

reference only, and do not form a part hereof, and in no way define, limit, describe, modify, interpret or construe the meanings of the Sponsor, the scope of these Official Rules, or the intent of any paragraph hereof. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sponsor is not responsible for any electronic or typographical error in the printing or reproduction of these Official Rules, administration of the Contest or in the announcement of any of the prizes. Proof of sending or submission will not be deemed to be proof of receipt by the Sponsor.

7.6. Termination Provisions. In the event an insufficient number of eligible submissions are received to afford a competition, or if the Sponsor is prevented from awarding any prize or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to: fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike; act of God or of a public enemy; riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), or order of any court, or other cause not reasonably within the Sponsor's control (each a "*Force Majeure*" event or occurrence), then (subject to any governmental approval, as may be required) the Sponsor shall have the right to modify, suspend, or terminate this Contest. If the Contest is terminated for a Force Majeure before the designated Contest End Date, the Sponsor will (if possible) select the Winners from all eligible, non-suspect submissions that are received as of the date of the event giving rise to the termination. If, for any reason, the Contest is not capable of running as planned for any cause which reasonably is beyond the control of the Sponsor and which corrupts or affects the operation, administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor may, in its sole discretion, (i) void any suspect entry or (ii) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules up to the time of the impairment. Notwithstanding the foregoing, the Sponsor reserves the right to suspend, modify, or cancel this Contest at any time without notice or obligation. If such cancellation, termination, modification or suspension occurs, the Sponsor will make a commercially reasonable effort to post notice of such on the Website.

7.7. Identity Conflicts or Disputes. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email address or telephone line that is referenced in connection with the entry will be deemed to be the registrant or participant. The "authorized account holder" is the natural person assigned a telephone number by a telephone company or wireless

carrier, or an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. An Entrant may be required to show proof of being the authorized account holder.

7.8. Arbitration Provision. By participating in this Contest, each Entrant agrees that any claim, dispute, or controversy (whether in contract, tort, otherwise) that s/he may have with, or claims s/he may have against, the Sponsor or the Patrons arising out of, relating to, or connected in any way with the Contest, the awarding or redemption of the prize or merchandise, or the determination of the scope or applicability of this agreement to arbitrate, shall be resolved exclusively by private, final and binding arbitration administered by the American Arbitration Association ("*AAA*") and conducted before a sole arbitrator pursuant to the AAA's Code of Procedure. Further, each Entrant agrees that: (a) This arbitration agreement is made pursuant to and shall be governed by the Federal Arbitration Act ("*FAA*"), 9 U.S.C. §§ 1-16; (b) the arbitration shall be held in New York, New York, or at such other location as may be mutually agreed by the Entrant and the Sponsor/Patron; (c) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules; (d) the arbitrator shall apply New York law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (e) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the Entrant's and/or the Sponsor's/Patrons' individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and (f) the arbitrator shall not have the power to award punitive damages against the Entrant, the Sponsor or Patrons. Moreover, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the code of procedure established by the AAA, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.

7.9. Choice of Law. Subject to **Paragraph 7.8**, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the parties in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to choice of law or conflicts-of-laws principles under New York law.

8. Releases; Indemnification. By participating in this Contest, each Entrant releases the Sponsor, as well as the Patrons, and each of their parent companies, partners,

stockholders, affiliates, subsidiaries, directors, officers, agents, employees, advertising agencies, suppliers, and all others associated with the development and execution of the Contest from and against any and all liability, claims or actions of any kind whatsoever in connection with participation in the Contest, or in the receipt, possession, ownership or use of any prize awarded in connection with the Contest, or while traveling to or from any Contest event, and/or participating in any prize-related activity with respect to or in any way arising from the Contest and/or acceptance or use of any prize, including, without limitation, liability for personal injury, damages or loss.

8.1. **Release of Claims (General).** Each Entrant agrees to (i) indemnify and hold the Sponsor and the Patrons, harmless from any and all liability resulting or arising from the Contest, and (ii) release all rights to bring any claim, action or proceeding against the Patrons. All Entrants hereby acknowledge that the Patrons have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including express warranties provided exclusively by any prize supplier that may accompany a prize. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply.

8.2. **Release of Claims (California).** Each Entrant acknowledges that there is a possibility that, subsequent to his/her involvement with the Contest and adherence to this Official Rules s/he may discover facts or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known by her/him at that time may have materially affected his/her decision to participate in the Contest. Such Entrants acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, s/he is assuming any risk of such unknown facts and such unknown and unsuspected claims. Such Entrants acknowledge that they have read these Official Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides:

“A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

8.3. **Full Release.** Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. Such Entrants knowingly and voluntarily waive any statute, law, or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this release, and without such waiver s/he would not have been permitted to participate in the Contest or compete for or receive a prize. Such Entrants acknowledge and understand the significance and consequence of this release and of this specific waiver of such laws.

9. **Publicity Release/Privacy.** Except as otherwise stated in these Official Rules, personal information collected in connection with this Contest will be used in accordance with the privacy policy found on the Website and with the consent given by an Entrant at the time of entry. Any communication or information transmitted to the Sponsor and/or Lonely Planet and/or the Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. **IF YOU DO NOT WANT YOUR PERSONAL INFORMATION USED IN THE MANNER DESCRIBED HEREIN, DO NOT ENTER THIS CONTEST.**

10. **Further Documentation.** If the Sponsor shall desire to secure additional assignments, certificates or other documents as the Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules and the Contest, then each Entrant agrees to promptly sign and deliver to the Sponsor the same upon the Sponsor's request therefor.

11. **Winners Disclosure.** For the names of the Winners, available at the conclusion of the Contest, visit the Website, or to obtain the names of the Contest Winners send a self-addressed, stamped envelope marked “Winners” to the following address:

The Reader Sweepstakes
Attn: Contest Services
c/o The Weinstein Company, LLC.
345 Hudson Street, 13th Floor
New York, NY 10014

All requests for copies of the Winners' list *must* be received before December 31, 2008.

12. **Administrator and the Sponsor.** The administrator and sponsor of this Contest is **THE WEINSTEIN COMPANY**, 345 Hudson Street, 13th Floor, New York, NY 10014.

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