THE MOULIN ROUGE! MUSICAL HOLIDAY SWEEPSTAKES

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE DOES NOT IMPROVE CHANCES OF WINNING.

- 1. <u>How to Enter</u>. To receive a scratch card ("Scratch Card") in the *Moulin Rouge! Musical Holiday Sweepstakes* ("Sweepstakes"):
 - To Receive a Scratch Card with a Ticket: You must attend Moulin Rouge! The Musical (the "Show") at the Al Hirschfeld Theatre, located at 302 W 45th St, New York, NY 10036 ("Theater"), on Show days between December 12, 2023 and December 17, 2023 (each a "Show Day"). You must have a Ticket to the Show in order to receive a Scratch Card via this method.
 - <u>To Receive a Scratch Card without a Ticket</u>: If you do not have a Ticket to the Show, you can receive a Scratch Card by visiting the Box Office at the Theater between December 7 and December 17, 2023 (the "Sweepstakes Period") during the following Box Office hours and requesting a Scratch Card.
 - o Box Office Hours:

Monday: 10:00 AM-6:00 PM Eastern Time ("ET")

Tuesday-Saturday: 10:00 AM-8:00 PM ET

Sunday: 12:00 PM – 6:00 PM ET Sunday: 10:00 AM–7:30 PM ET

• To Receive a Scratch Card at the Launch Event: To receive a Scratch Card at the Launch Event, you must attend the launch event ("Launch Event") taking place on December 7th from 11:00 AM ET to 1:00PM ET outside of the Theater. Scratch Cards may only be available at the Launch Event while supplies last and supplies may be limited.

LIMIT ONE (1) SCRATCH CARD PER PERSON/PER DAY OF THE SWEEPSTAKES PERIOD REGARDLESS OF METHOD OF ENTRY. SCRATCH CARDS WILL ONLY BE AVAILABLE WHILE SUPPLIES LAST. THERE IS NO PURCHASE OR PAYMENT REQUIRED TO RECEIVE A SCRATCH CARD. IF THERE ARE AVAILABLE SCRATCH CARDS AFTER THE SWEEPSTAKES PERIOD HAS ENDED, SPONSOR MAY AWARD THEM IN ITS SOLE DISCRETION BUT ALL SCRATCH CARDS WILL BE SUBJECT TO THESE OFFICIAL RULES AND ANY DECISIONS OF SPONSOR THAT WILL BE FINAL AND BINDING IN ALL RESPECTS.

To see if you are a winner, scratch off the surface of the Scratch Card and you will be the winner of the prize (if applicable) set forth on the Scratch Card in accordance with Section 5 of these Official Rules. All Scratch Cards are subject to verification, validity of the Scratch Card and compliance with the terms of these Official Rules. Any attempt by any

entrant to obtain more than the stated number of Scratch Cards by any method will void that entrant's Scratch Card.

2. How to Redeem.

- To redeem a Scratch Card (except for a Ticket Voucher prize or any prize where you must contact RPM to redeem it), you must visit the vendor listed on your Scratch Card or the Theater's concession stand or merch booth (as applicable) (each a "Vendor") and turn over your Scratch Card to an employee of Vendor working at the venue by June 30, 2024, unless the Scratch Card or these Official Rules include another date by which you must redeem your prize. Scratch Cards must be turned over to Vendor and cannot be re-used.
- To redeem a Scratch Card for a Ticket Voucher prize or any prize for which you must contact RPM to redeem, you must email MRTMHoliday@moulinrougemusical.com by January 31, 2024 and provide your contact information in the email with a front and back photo of the winning Scratch Card ("Photo"). The Photo must be legible and clearly show the unique number on the Scratch Card. Potential winners of Ticket Prizes will also need to fully complete Sponsor's Prize form and respond to Sponsor's email(s) with date options for Tickets.

All winning Scratch Cards are Sponsor's property and except as otherwise specified herein must be redeemed by June 30, 2024 or are void. If a potential winner does not redeem his/her Scratch Card by June 30, 2024 or the date otherwise specified herein, if any potential winner rejects, does not claim or is ineligible for his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited. Upon prize forfeiture, no compensation will be given.

Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, damaged, technically corrupted or garbled Scratch Cards, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor or vendor.

- 3. Eligibility. Sweepstakes is open to legal residents of the fifty (50) United States and District of Columbia, who are at least 18 years of age or older. Employees, officers and directors of MRB Musical LLC ("Sponsor"), Global Creatures RPM Agency LLC, Le Rivage, Bird & Branch, CIVILIAN Hotel, MAKE-UP ART COSMETICS (MAC), The Hershey Company and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of sweepstakes materials (collectively, the "Sweepstakes Parties") and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. All federal, state and local laws and regulations apply. Void where prohibited by law.
- 4. <u>Odds</u>. There will be 13,000 Scratch Cards available with 3,250 winning Scratch Cards. Odds of winning a prize: 1:4. All entrants fully and unconditionally agree to be bound by

these Official Rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.

- 5. <u>Prizes</u>. Each prize winner will receive the prize revealed on winner's Scratch Card which, will be one of the below prizes:
 - 90 winners will receive a voucher for 2 Tickets to Moulin Rouge! The Musical Approximate Retail Value ("ARV"): \$389. Vouchers are valid from January 2, 2024 through March 6, 2024 only, and are subject to availability.
 - 1,489 winners will receive a \$15 Discount on Moulin Rouge! The Musical Tickets ARV: Up to \$60. Tickets subject to availability. Limit to \$15 off per ticket; limit of 4 tickets per code. Discount applicable for tickets purchased for performances from Jan 2, 2024, through Feb 29, 2024. Blackout dates: Jan 12, 2024, thru Jan 14, 2024; Feb 16, 2024, through Feb 18, 2024.
 - 50 winners will receive a concessions Item from the Al Hirschfeld Theatre Bar ARV: \$18. Concessions item must be redeemed in person at the Al Hirschfeld Theatre Bar, during a performance of Moulin Rouge! The Musical by a ticketholder for the applicable performance, between December 7 and December 17. Limit one food item or one non-alcoholic beverage. Cannot be redeemed for an alcoholic beverage.
 - 1,000 winners will receive a Moulin Rouge! The Musical Merchandise Item to be determined by Sponsor ARV: \$1.92
 - 25 winners will receive a cast Signed Moulin Rouge! The Musical Playbill ARV: \$1.13. There is no guarantee that any given cast member will sign this item
 - 25 winners will receive a cast Signed Moulin Rouge! The Musical Window Card Poster ARV: \$1.13. There is no guarantee that any given cast member will sign this item.
 - 50 winners will receive access to VIP Lounge at the Al Hirschfeld Theatre for 2 ARV: \$50. Subject to availability. Applicable to future performances through June 30, 2024. Must be booked in advance. Must be used in person at the Al Hirschfeld Theatre, during a performance of Moulin Rouge! The Musical by ticketholders for the applicable performance prior to June 30, 2024
 - 5 winners will receive a dinner for 2 at Le Rivage, up to \$100 ARV: \$100
 - 50 winners will receive 1 Appetizer or 1 Dessert at Le Rivage, up to \$10 ARV: \$10
 - 200 winners will receive 1 Schmackary's Cookie ARV: \$3.75. Not available through online ordering.
 - 100 winners will receive Buy One, Get One Free Beverage at Bird & Branch
 ARV: \$5.00. Prize redeemed from curated/limited menu options.
 - 3 winners will receive an overnight Stay at the CIVILIAN Hotel ARV: \$450. Subject to availability. Saturday nights are excluded and blackout dates apply.
 - 150 winners will receive MAC Lipstick ARV: \$23
 - 1 winner will receive MAC Product Box ARV: \$500

• 12 winners will receive a specialty Item from Hershey's Chocolate World – ARV:\$25

Total ARV of all prize combined: \$137,576.50. UNCLAIMED PRIZES WILL NOT BE AWARDED.

Ticket Voucher Prize Conditions: Ticket vouchers are valid on Tuesday through Thursday performances from January 2, 2024 through March 6, 2024 only and are subject to availability. To redeem your voucher, email MRTMHoliday@moulinrougemusical.com. The terms and conditions of the tickets awarded will govern if the Show does not take place due to weather, an act of God, threat or act of terrorism, civil disturbance or any other reason. Tickets are subject to certain terms and conditions and blackout dates. Seat locations will be determined by the Sponsor. The Released Entities (defined below), and/or any other relevant party, reserve the right to remove or to deny entry to any winner or guest who engages in a disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at the Show. Cash cannot be substituted for any ticket prize unless otherwise agreed by the Sponsor. Unused tickets cannot be refunded, exchanged for cash or applied towards tickets for any subsequent years. No responsibility is assumed by the Released Entities for any cancelled, rescheduled, delayed or postponed Shows.

For all Prizes: Voucher and gift card terms and conditions and expiration dates may apply. Reservations are typically recommended for any restaurant prizes as seating may be limited on certain nights. Blackout dates may apply certain prizes.

Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winners. Sponsor will not replace any lost, mutilated, or stolen vouchers.

6. <u>Verification/Conditions.</u> Potential winners may be required by Sponsor to execute an Affidavit or Declaration of Eligibility and Liability Release and where lawful, a Publicity Release, within five (5) days of notification. Noncompliance within specified time period or a determination that any entrant is ineligible will result in disqualification. By participating, entrants and winners agree to release and hold harmless Sponsor, the Sweepstakes Parties and their advertising and promotion agencies and their parent company, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. By accepting the prize, winners grant to Sponsor the right to use his/her name, photo, image, likeness, hometown and biographical information, for any lawful purpose (including but not limited to advertising and promotion), in perpetuity, in any media now known or hereafter developed, without further permission or compensation, except where prohibited by law.

All Scratch Cards are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeit, altered, defective, illegible, reproduced, tampered with, mutilated or irregular in any way or (c) contain printing, typographical, mechanical, seeding or other errors. Sponsor's liability for Scratch Cards containing printing or other errors is limited to replacement of such Scratch Card with another eligible Scratch Card, while supplies last. If due to a computer programming, printing, production or other error, more prizes are claimed than intended to be awarded according to this Paragraph 5, such prizes will be awarded in a random drawing from among all claims received for such prize. In no event will Sponsor be liable for more than the stated number of prizes in this Paragraph 5.

Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend this Sweepstakes (or any portion of the Sweepstakes) should any cause or problem corrupt or inhibit the administration, fairness, security or proper operation of the Sweepstakes, or if Sweepstakes cannot take place or if a prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, epidemics, pandemics, weather or acts of terrorism. In such situation, Sponsor reserves the right to select the winners in such manner as deemed fair and appropriate by Sponsor. If, in Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the Sweepstakes, or if technical difficulties compromise the integrity of the Sweepstakes, the judges and/or Sponsor reserve the right to void suspect claims and/or terminate the Sweepstakes (or any portion of the Sweepstakes) and conduct a random drawing to award the prizes using all known eligible non-suspect prize claims received as of the date of termination. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair practices or intending to annoy, abuse, threaten or harass any other entrant or the Sponsor or Sponsor's representatives. Sponsor has not made and/or is not responsible for any misrepresentation or guaranty, express or implied, in fact or in law, relative to the prizes. Any attempt by an entrant to deliberately undermine the legitimate operation of the sweepstakes is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent permitted by law.

Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes.

- 7. **Disputes.** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York. THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.
- 8. <u>Use of Data</u>. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy <a href="https://www.jujamcyn.com/privacy-policy/#:~:text=How%20Does%20Jujamcyn%20Use%20Your%20Personal%20Data%20Data%20Data%20Collected%3F,-Return%20to%20Contents&text=We%20will%20process%20your%20Personal,consent %2C%20as%20further%20described%20below. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.
- 9. <u>List of Winners</u>. To obtain a list of winners, send a stamped, self-addressed envelope by July 31, 2024, to: **RPM**, 1501 Broadway, STE 1900, New York, NY 10036
- 10. **Sponsor.** MRB Musical LLC, 1650 Broadway #800, New York, NY 10019