

Playhouse Square Launch Ticket Lottery: Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR PARTICIPATE IN THE LOTTERY. YOU MAY ENTER THE LOTTERY FOR A CHANCE TO CLAIM UP TO THE NUMBER OF TICKETS YOU REQUESTED (A MAXIMUM OF FOUR (4) TICKETS), AT \$0 PER TICKET, TO THE BROADWAY SEASON LAUNCH SPECIAL AT THE CONNOR PALACE ON TUESDAY, MARCH 3, 2020 AT 7:30 PM. YOU MAY ONLY ENTER ONCE. WINNERS ARE SELECTED AT RANDOM. PRIZES HAVE NO CASH VALUE.

Operator INFORMATION. The Broadway Launch Special Ticket Lottery is solely operated by Playhouse Square, having its principal place of business at 1501 Euclid Avenue, Suite 200, Cleveland, Ohio 44115.

ELIGIBILITY: Persons 18 years or older may enter a Lottery. Employees, officers, directors, and agents (and their immediate family members and household members regardless of where they live) of the Operator, Joint Operator, Show or Theatre (as such terms are defined in these Rules) or any of their respective divisions, affiliated, or subsidiaries are not eligible to participate in the Lottery. Federal, state and local laws and regulations apply.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

HOW TO ENTER:

All 2019-2020 KeyBank Broadway Series Season Ticket Holders who receive a notification email about the Lottery are eligible to enter. To enter, the recipient must open the email, click the link to ENTER and submit the entry. The Lottery will accept entries beginning at 12:00 p.m. ET beginning, Monday, February 3 through Sunday, February 9, 2020, at 11:59 p.m. ET.

There is a limit of one (1) entry per season ticket account, and each winning entrant shall receive the right to claim up to the number of tickets such entrant requested (a maximum of two (4) tickets) for the March 3 Launch Special.

Odds of winning depend on the number of eligible entries received and the total number of tickets available through the Lottery. No entries will be returned. Acknowledgment of any entry, if any, does not constitute confirmation or validity of entry. Multiple entries in the Lottery by the same entrant are not permitted, and entrants submitting multiple entries, and entries utilizing disposable email addresses, will be disqualified. The number of tickets to be available through the Lottery for the Broadway Launch Special in excess of such Minimum (and the number of winning entries to be selected) shall be at the sole discretion of the Operator.

PRIZE:

Each winning entrant of a Lottery shall be entitled to claim up to four (4) General Admission tickets at the price of \$0 per ticket, to The Broadway Season Launch

Special (the "Show") at the Connor Palace on Tuesday, March 3, 2020. There is no monetary value to the Prize. No substitutions or cash redemption of the Prize is permitted. The Prize and any ticket claimed by a winner of the Prize through the Lottery is not assignable or transferable and may not be resold.

PRIZE DRAWING; CLAIMING PRIZES:

The potential Prize winners for the Lottery will be selected in a random electronic drawing from all eligible entries received for that Lottery. The Lottery drawing will take place at approximately 10:00 a.m. ET on Monday, February 10. All winners who entered will be notified via email. A winning entrant must claim his/her tickets by (i) reserving them within 72 hours of receiving their notification and (ii) receiving them in the mail. Only the person who entered the Lottery and won may claim the Prize. Unclaimed tickets (i.e., tickets not timely claimed) will be released and may be offered to another entrant for the applicable Lottery or offered to the general public or used by Operator for any purpose. Each drawing will be conducted by the Operator, whose decision is final and binding on all aspects of the Lottery.

Failure of a potential Prize winner to respond as referred to above may result in disqualification and the selection of another winning entrant from among all eligible entries received for the Lottery. The Operator is not required to notify a potential Prize winner more than once.

CONDITIONS, DISCLAIMERS, AND LICENSE:

By entering a Lottery, each entrant agrees to be bound by these Rules and by all decisions of the Operator (whose decisions are final and binding on all matters relating to the Lottery), and to comply with all federal, state and local laws and regulations, as well as rules of the Theatre ticket office and any terms and conditions printed on the back of any ticket claimed by a winner (collectively, "Theatre Conditions"). In the event of an entrant or winner's non-compliance or demonstrated intent not to comply with these Rules, applicable laws or any Theatre Conditions (including, without limitation, a winner's resale of a ticket claimed through the Lottery) for any reason, or such entrant or winner's inability to accept the Prize for any reason, their entry may be disqualified and/or the Prize and/or any ticket purchased by a winner of the Prize through the Lottery may be revoked in the Operator's sole discretion (or in the case of a ticket revocation, in the sole discretion of the Theatre or producer of the Show), and an alternate winner may be selected in the Operator's sole discretion. The decisions of the Operator are final on all matters of fact, interpretation, eligibility, procedure, and fulfillment. Entries are void if unreadable, inaccurate, incomplete, forged, mechanically reproduced, irregular in any way, or otherwise not in compliance with these Rules.

The Operator makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished or made available in connection with the Lottery. Although the Operator attempts to ensure the integrity of the Lottery, the Operator is not responsible for the actions of entrants or other individuals in

connection with the Lottery, including entrants' or other individuals' attempts to circumvent the Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Lottery. The Operator is not responsible for injury or damage to any entrant's or to any other person's computer(s), mobile device(s), or other equipment, related to or resulting from participation in the Lottery. If, for any reason, the Lottery is not capable of running as planned for any reason including by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, computer, website or App technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes that, in the sole opinion of the Operator, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of a Lottery, the Operator reserves the right, in its sole and absolute discretion, to modify these Rules and/or to cancel, terminate, modify, or suspend all or any part of such Lottery, and in its sole discretion to select any one or more new potential winners from among all eligible entries received for such Lottery up to the time of such cancellation, termination, modification, or suspension, as applicable. If there are typographical errors that obscure the original intent of the Lottery, the Operator reserves the right to cancel or modify the Lottery appropriately. Notwithstanding anything to the contrary in these Rules, Operator reserves the right to discontinue or suspend any Lottery at any time for any reason or no reason.

By entering a Lottery and unless prohibited by law, each Prize winner hereby consents to use of his/her name, voice, photograph and/or likeness for advertising or publicity purposes for the Lottery and similar promotions without compensation and the winner and/or guest may be required to provide a signed release acknowledging such consent, unless restricted by law. Moreover, by entering a Lottery, unless prohibited by law, each Prize winner agrees to grant to the Operator, and its licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including without limitation, on the App or the World Wide Web, at any time or times, the Prize winner's name, likeness (actual or simulated), voice (real or simulated), and biographical information as news or information and for advertising and/or promotional purposes without any compensation; and further without any compensation, each Prize winner agrees to appear in, or provide biographical information for use in, any presentation or other activity, which may include filming and/or audio, video, electronic or other recordings and/or interviews, as may be determined from time to time by the Operator in its sole discretion. By entering a Lottery and voluntarily providing his/her personal information, each entrant consents and agrees to the Operator's collection and use of the entrant's information for the administration of the Lottery and agrees to Operator's use of entrant's information to contact entrant concerning the Lottery. For the avoidance of doubt, entrants are providing information to the Operator.

The Operator (and any entity with which Operator has an agreement or arrangement to jointly operate the Lottery (a "Joint Operator") and the presenter and producer of the

Show may send promotional communications to entrant's email address after entry. The entrant will have the option to opt-out of future emails (other than the above-referenced notifications regarding the Lottery entered).

RELEASE AND INDEMNIFICATION:

By entering a Lottery, each entrant releases and holds harmless the Operator, Joint Operator, Theatre, Show, the presenter and producer of the Show, social media platforms used or referenced in connection with the promotion of the Lottery, any operator or distributor of the App, and each of their respective affiliates, parents, subsidiaries, lenders, advertisers, promotional agencies, directors, members, successors, Operators, partners, licensees, officers, agents, employees, artists, advisors, successors and assignees, and each individual or entity associated with the development and execution of the Lottery, from and against any and all losses, damages, rights, claims, and actions of any kind arising in whole or in part, directly or indirectly, from (a) any failure of a Lottery to be conducted for any reason; (b) the actions of entrants or any other individuals in connection with any Lottery; (c) injury or damage to such entrant's or other individual's computer(s), mobile device(s), or other equipment as a result of participation in a Lottery; (d) any loss or disclosure of entry or App registration data; (e) any one or more of the Lottery or participation in any Lottery-related activity; or (f) acceptance, possession, use, or misuse of any Prize awarded in connection with any Lottery, including without limitation claims based on negligence, breach of contract or liability for physical injury, death, or property damage.

LIMITATION OF LIABILITY:

The Lottery, all Prizes, and all materials provided on the Lottery Site or through the Lottery (or in marketing or promotions, therefore) are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. WITHOUT LIMITING THE RELEASE GRANTED BY ENTRANTS HEREIN, BY ENTERING THE LOTTERY, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH A LOTTERY, OR ANY PRIZE AWARDED, WHETHER BETWEEN SUCH ENTRANT AND EITHER THE OPERATOR, THEATRE OR THE PRODUCER(S) OR PRESENTER OF THE LAUNCH EVENT, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND NO SUCH DISPUTE, CLAIM OR CAUSE OF ACTION MAY BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED; (UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES; LOST REVENUES; AND/OR LOST PROFITS, AND UNDER NO CIRCUMSTANCES WILL ANY ENTRANT HAVE ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; (3) NO AWARD OR DECISION SHALL BE

GIVEN PRECLUSIVE EFFECT AS TO THE ISSUES OR CLAIMS IN ANY DISPUTE WITH ANYONE NOT A PARTY TO THAT DISPUTE OR LITIGATION AND (4) ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO ENTRANTS IN SUCH JURISDICTIONS.

GOVERNING LAW:

These Rules are governed by and shall be construed per the laws of the State of Ohio (without regard to conflicts of law principles).

MISCELLANEOUS:

If any provision of these Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Rules solely for the convenience of reference and shall not be deemed to affect in any manner the meaning or intent of these Rules or any provision hereof.

Rev. January 27, 2020