



UNITED WAY OF GREATER MILWAUKEE & WAUKESHA COUNTY 2023 MOVIE TRAILER SWEEPSTAKES OFFICIAL RULES

NO PURCHASE, PAYMENT OR DONATION NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE OR DONATION IMPROVE ONE'S CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. SPONSOR: United Way of Greater Milwaukee & Waukesha County, having an address of 225 West Vine Street, Milwaukee, WI 53212 ("Sponsor").

2. PRIZE FULFILLER: Marcus Theatres Corporation, a Wisconsin corporation, having an address of 100 East Wisconsin Avenue, Milwaukee, WI 53202 ("Prize Fulfiller").

2. ENTRY PERIOD: The United Way of Greater Milwaukee & Waukesha County 2023 Movie Trailer Sweepstakes (the "Sweepstakes") entry period begins October 20, 2023 at 8:00 AM Central Daylight Time ("CDT") and ends November 17, 2023 at 5:00 PM CDT (the "Entry Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes, including for determining whether an Entry (defined below) is received during the Entry Period. All Entries received after the end of the Entry Period will be disregarded and not included in the Sweepstakes.

3. METHOD OF ENTRY: Participants may enter the Sweepstakes by making a donation, in the minimum amount of \$10.00 USD, during the Entry Period to Sponsor by either: (a) scanning a QR code shown on-screen in the Sponsor's pre-motion picture trailer at one of Prize Fulfiller's participating theatres, or (b) visiting Sponsor's website at UnitedWayGMWC.org/Marcus, and, in each case, following the instructions provided to make the donation (each an "Entry"). Any refund issued for a donation that resulted in an Entry will result in such Entry becoming void. Each participant shall be granted one (1) Entry for each \$10.00 USD donated, up to a total of ten (10) Entries, regardless of the number of separate donations made.

Alternatively, individuals may submit up to ten (10) Entries by mail as follows as to each separate Entry: on a 3" x 5" card, legibly handprint or type the participant's first name, last name, date of birth, phone number and email address and mail such card in a business size envelope to: United Way of Greater Milwaukee & Waukesha County, 225 West Vine Street, Milwaukee WI 53212, Attn: 2023 Marcus Theatres United Way Trailer Donation Drawing, as an Alternate Method of Entry (each an "AMOE"). All AMOEs must be postmarked by November 17, 2023 and received prior to December 4, 2023 to be considered eligible for inclusion in the Sweepstakes. Limit ten (10) AMOEs.

Each participant is limited to ten (10) total Entries (the "Entry Limit"). Hereinafter, Entries and AMOEs may be referred to together as an "Entry" or "Entries." Entries that exceed the Entry Limit are void. Entries that are late (including due to delayed data transmissions), or are, in Sponsor's sole discretion, forged, illegible, mutilated, incomplete, misdirected, mechanically reproduced, irregular, or otherwise not in compliance with these Official Rules ("Official Rules") will be disqualified. The use of automated entry devices is prohibited and will result in disqualification. Proof of submitting an entry will not be deemed receipt of such entry by Sponsor.

4. ELIGIBILITY: The Sweepstakes is open only to legal residents of Wisconsin (the "Eligibility Area") who were eighteen (18) years of age or older at the time of Entry. Void where prohibited or restricted by law. Employees, directors, officers, members, managers, agents, and representatives of (a) Sponsor, (b) Sponsor's parents, subsidiaries, and affiliated companies, (c) Prize Fulfiller and its parents, subsidiaries, and affiliated companies, or (d) any advertising, fulfillment, and promotional agencies affiliated with the foregoing companies (all of the entities listed in (b), (c), and (d) collectively, the Sponsor's "Affiliates"), and the immediate family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win (each of the foregoing individuals and entities, a "Sweepstakes Party" and collectively, all of the foregoing are "Sweepstakes Parties"). The term "immediate family members" includes spouses, partners, parents, legal guardians, grandparents, siblings, children and grandchildren. The Sweepstakes is void outside of the Eligibility Area and where prohibited or restricted by law, and is subject to all federal, state, and local laws and

regulations. Participation constitutes participant's full and unconditional agreement to and compliance with these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning the Prize (defined below) is contingent upon fulfilling all requirements set forth in these Official Rules.

5. PRIZE: One (1) appearance on-screen with Greg Marcus, Chairman, President and CEO of The Marcus Corporation, in a pre-motion picture trailer that will be shown, at Prize Fulfiler's sole discretion and as permitted, in select theatres and at select times during the 2024 calendar year (the "Prize").

In the good-faith determination of Sponsor, the Prize has an Approximate Retail Value ("ARV") of \$0.00. The details of the Prize will be determined by Sponsor and Prize Fulfiler in their sole discretion. Any difference between the ARV stated above and the actual value of the Prize will not be awarded. Odds of winning depend on total number of eligible Entries and AMOEs received. All incidental expenses, including, but not limited to, other personal expenses, costs, and taxes not specified herein will be the sole responsibility of the winner, including without limitation, federal and state taxes. In the event the Prize is valued at \$600 or more, Sponsor will issue an IRS Form 1099 reflecting the actual value of the Prize won. However, winner's failure to receive an IRS Form 1099 does not relieve winner of applicable tax requirements.

No substitution, exchange or cash redemption of a Prize is permitted, provided that if the Prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize will be awarded by Sponsor determined in consideration of the ARV. The Prize is subject to change and may be withdrawn at any time. Transfer of a Prize is not permitted without the written consent of Sponsor and Prize Fulfiler, which may be granted or withheld at Sponsor's and/or Prize Fulfiler's sole discretion, for any reason, and without liability of any kind.

6. PRIZE DRAWING: Sponsor will select one (1) potential winner in a random drawing on or about January 1, 2024, from among all eligible Entries and AMOEs received.

7. WINNER: The winner's name will be announced on or about January 1, 2024, on Sponsor's website at <https://unitedwaygmwc.org/Marcus-Theatres-Drawing>, and the winner will be notified by electronic mail, phone call, and/or by a letter mailed via certified United States Postal Service to the address(es) and/or phone number provided in their Entry or on their AMOE. Sponsor is not responsible if a prize notification is not received for any reason. Any portion of a Prize not accepted by the winner will be forfeited. Disqualification and the selection of an alternate winner will result from any of the following: (1) potential winner's inability to accept the Prize; (2) potential winner's failure to execute and return an Affidavit of Eligibility/Release of Liability/Publicity Release by the deadline stated by Sponsor in the prize notification; (3) the return of a prize notification as undeliverable; or (4) any other non-compliance with these Official Rules. If Sponsor is unable to confirm a winner, at Sponsor's option, a Prize may go un-awarded. For the name of the winner (available the day after winner has been notified) and/or a copy of these Official Rules (request must be received within six (6) months of the date the Prize is awarded and the Sweepstakes concludes with the request-type specified), send a self-addressed, stamped envelope to: United Way of Greater Milwaukee & Waukesha County, 225 West Vine Street, Milwaukee, WI 53212, Attn: United Way of Greater Milwaukee & Waukesha County 2023 Movie Trailer Sweepstakes.

8. CONDITIONS, DISCLAIMERS AND LICENSE: By entering this Sweepstakes, each participant agrees that: (1) he or she is eligible to enter the Sweepstakes and will be available for a filming date and time to be determined in the 2024 calendar year; (2) he or she must contact Prize Fulfiler and accept any terms and conditions of the Prize within ten (10) days of prize notification; (3) he or she will abide by and be bound by these Official Rules in full and without condition; (4) he or she gives consent to use his or her name and/or any and all photography and video recording for publicity purposes without compensation, unless prohibited by law; (5) the Entry becomes solely the Sponsor's property and will not be acknowledged or returned; (6) no Sweepstakes Party is responsible for claims, injuries, death, losses or damages of any kind resulting from Sweepstakes participation or inability to participate; the awarding, acceptance, use, misuse, possession, loss or misdirection of a Prize or parts thereof; or participation in any Prize related activity; (7) winner's acceptance of a Prize constitutes the grant of an unconditional right to Sponsor, Prize Fulfiler, and their respective Affiliates to use winner's first name and last initial, address (city and state only), and Prize information and/or statements about the promotion for any publicity, advertising and promotional purposes, including the right to print, publish, and use, worldwide in any media now known or hereafter developed, including without limitation, the World Wide Web, without additional compensation or limitation, except where prohibited by law; (8) any portion of a Prize not accepted by the winner will be forfeited; (9) Neither Sponsor nor Prize Fulfiler is responsible for any inability of a winner to accept a Prize, or any part thereof, for any reason; (10) in the event that any dispute arises regarding the meaning or interpretation of these Official Rules, the dispute shall be resolved by applying the laws of Wisconsin by and within the courts of that state within one (1) year of the Prize being awarded; PARTICIPANTS WAIVE ALL RIGHTS TO BRING OR PARTICIPATE AS A PARTY IN A CLASS ACTION LAWSUIT WITH REGARD TO THE SWEEPSTAKES AND ANY PRIZE AWARDED HEREUNDER; and (11) Sponsor and/or Prize Fulfiler have the sole right to decide all matters relating to the Sweepstakes, including fact, interpretation, eligibility, procedure, fulfillment,

and disputes from the Sweepstakes, these Official Rules, and the determination of the qualifiers and winner is final and binding. In the event a question arises regarding a winner's identity, Entry will be deemed made by the holder of the email account associated with the Entry. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, mechanically reproduced, postage due, misdirected, late, irregular in any way, or otherwise not in compliance with these Official Rules.

Although Sponsor attempts to ensure the integrity of the Sweepstakes, no Sweepstakes Party is responsible for the actions of participants or other individuals in connection with the Sweepstakes, including attempts by participants or other individuals to circumvent these Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. If, for any reason, Sponsor is not capable of running the Sweepstakes or if Prize Fulfiler is unable to supply a Prize or any part thereof, by reason of damage, by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Sponsor or Prize Fulfiler, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Sweepstakes, Sponsor and Prize Fulfiler reserve the right in their respective sole and absolute discretion to modify these Official Rules, and/or to cancel, terminate, modify or suspend all or any part of the Sweepstakes, and in the event of cancellation or termination, to select winner from among all eligible non-suspect Entries received up to the time of such cancellation, termination, modification, or suspension, as applicable. Neither the Sponsor, Prize Fulfiler, nor any of their respective Affiliates will be liable to any person in connection with any action taken pursuant to the forgoing sentence. Inclusion in such drawing will be each participant's sole and exclusive remedy under such circumstances.

THE OFFICIAL RULES WILL BE POSTED AT THE SPONSOR'S WEBSITE LOCATED AT <https://unitedwaygmwc.org/Marcus-Theatres-Drawing> THROUGHOUT THE ENTRY PERIOD. BY ENTERING AND PARTICIPATING IN THIS SWEEPSTAKES, EACH PARTICIPANT REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED BY PARTICIPANT IN CONNECTION WITH THE SWEEPSTAKES IS TRUE, ACCURATE AND COMPLETE. SPONSOR RESERVES THE RIGHT, AT ANY TIME AND AT ITS SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS SWEEPSTAKES OR ANY FUTURE SWEEPSTAKES, CONTEST OR OTHER PROMOTIONS OF THE SPONSOR AND/OR ANY OTHER SWEEPSTAKES PARTY. ANY INDIVIDUAL SUSPECTED OF TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE SWEEPSTAKES; ACTING IN VIOLATION OF THESE OFFICIAL RULES OR ANY SWEEPSTAKES PARTY'S TERMS OF SERVICE OR USE, PRIVACY POLICY OR OTHER TERMS, CONDITIONS OR GUIDELINES; ACTING IN BAD FAITH OR IN A DISRUPTIVE MANNER, OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON; HAVING FAILED TO AGREE TO THESE OFFICIAL RULES; OR VIOLATING ANY OF THESE OFFICIAL RULES. ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF THESE OFFICIAL RULES, AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD SPONSOR BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE PARTICIPANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION, CRIMINAL PROSECUTION.

9. LIMITATIONS ON LIABILITY: No Sweepstakes Party shall be liable to winner or any other person for failure to supply a Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, pandemic or any other cause beyond Sponsor's or its Affiliates' sole control.

IN NO EVENT WILL ANY SWEEPSTAKES PARTY BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF ANY ACCESS TO AND/OR USE OF THE SPONSOR'S THEATRES, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS, OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, THE PRIZE, AND ALL MATERIALS PROVIDED IN CONNECTION WITH THE SWEEPSTAKES 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.

10. RELEASE AND INDEMNIFICATION: BY ENTERING THE SWEEPSTAKES, PARTICIPANTS RELEASE AND HOLD EACH SWEEPSTAKES PARTY HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHT,

CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE SWEEPSTAKES OR PARTICIPATION IN ANY SWEEPSTAKES RELATED ACTIVITY, INCLUDING WITHOUT LIMITATION, ACCESS TO ANY MATERIALS, OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

11. MISCELLANEOUS:

- A. **PRIVACY:** Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and the Sponsor's Privacy Policy (as may be amended from time to time), currently located at <https://unitedwaygmwc.org/Privacy-Statement>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of the Official Rules shall prevail. Marcus Theatres Corporation and its parents, affiliates, and subsidiaries are not a sponsor of this Sweepstakes, and are not responsible for the collection, submission or processing of Entries, and the administration of the Sweepstakes, or the selection of the winner. Entrants are supplying their information to Sponsor and not to Marcus Theatres Corporation. By entering this Sweepstakes, participant agrees that Sponsor may share participant's personal information with its Affiliates and/or another Sweepstakes Party for the purpose of prize fulfillment in the event participant is chosen as a potential winner. Additionally, if a participant chooses to opt-in to a specific offer from a participating Sweepstakes Party, participant's personal information will be subject to that Sweepstakes Party's privacy policy and terms of service (if applicable) and such participant agrees to receive email communication from that Sweepstakes Party. Opting in to specific offers does not improve a participant's chances of winning.
- B. **SEVERABILITY, HEADINGS:** If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules, shall not affect the validity and enforceability of any remaining provisions, and if applicable, amended to conform to such law. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.
- C. **LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of any participant or Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. Any claim arising under or in connection with the Sweepstakes must be brought in a court of competent jurisdiction sitting in Milwaukee County, Wisconsin.