

## **The Springsteen on Broadway Digital Lottery**

No purchase required to enter. Winners will pay \$75.00 per ticket (plus applicable service fees) if they win. Entrants are selected at random. Prizes have no cash value and are not transferable.

Entries can also be received via mail by mailing an envelope with desired performance date and time, and your name, email address, and phone number to Jujamcyn Theaters, 246 West 44<sup>th</sup> Street, New York, New York 10036, Attn: Springsteen on Broadway Lottery, by the deadline set forth below.

### **Terms and Conditions**

NO PURCHASE NECESSARY TO ENTER THIS LOTTERY. WINNING QUALIFIES ENTRANT TO PURCHASE UP TO TWO TICKETS TO "SPRINGSTEEN ON BROADWAY" AT THE WALTER KERR THEATRE AT A PRICE OF \$75 PER TICKET (PLUS APPLICABLE SERVICE FEES).

SPONSOR INFORMATION. The "Springsteen on Broadway" Lottery (the "Lottery") is sponsored by Jujamcyn Theaters LLC ("Sponsor"), having its principal place of business at 246 West 44<sup>th</sup> Street, New York, NY 10036.

ELIGIBILITY: Must be 18 years or older to enter. Employees, officers, directors and agents (and their immediate family members and household members regardless of where they live) of the Sponsor, or any of its divisions, affiliates, or subsidiaries, are eligible to participate in the Lottery, but are subject to the same rules and restrictions in order to win any prize. Federal, state and local laws and regulations apply.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

HOW TO ENTER:

VIA WEBSITE:

- (1) Enter through the web page <https://www.luckyseat.com/springsteen-broadway/> (the "Lottery Site"). Lottery entrants entering via the website may enter for any available performance. Entries will be accepted for individual performances until 10:00am EST one day prior to the performance. For example – until 10:00am EST Monday for the performance on Tuesday.
- (2) VIA REGULAR MAIL: You may also enter the lottery by mailing an envelope to Jujamcyn Theaters, 246 West 44<sup>th</sup> Street, New York, New York 10036 Attn: Springsteen on Broadway Lottery, containing the desired performance date and time, and your name, email address, and phone number. One entrant per letter, which must be received no later than 5 PM EST at least 3 Business Days before the day of the performance. "Business Day" shall mean any weekday, excluding any day that is a federal holiday.

Regardless of the means of entry, there is a limit of one (1) entry per person per performance, and each winner shall receive the right to purchase no more than two (2) tickets for the performance for which entrant submitted a lottery entry. Use of automated entry devices or programs is prohibited. Proof of entering information on the website lottery page is not considered proof of receipt by the Sponsor of the entry. Odds of winning depend on the number of eligible entries received. No entries will be acknowledged or returned. Duplicate entries for a particular performance will be disqualified. Incomplete entries will be disqualified. The total number of tickets available through the Lottery for each performance may vary. Some performances may have no tickets available through the Lottery.

PRIZE: Each winner shall be entitled to purchase up to two (2) tickets to "Springsteen on Broadway" at the Walter Kerr Theatre for the performance for which winner submitted a lottery entry, at the price of \$75.00 per ticket (plus applicable service fees). There is no monetary value on the prize. No substitutions or cash redemption of Prize is permitted. Prize is not assignable or transferable. The seat locations of Lottery tickets may be anywhere in the Theatre and may have a partial, restricted, and/or obstructed view of the stage. A Winner purchasing tickets may not necessarily receive seats that are next to one another. Seats may be located anywhere in the Theatre, including in the mezzanine or the balcony level of the theatre, each of which is accessible by stairs only, or in the boxes of the theatre, which are accessible by stairs only. Lottery tickets may also be standing room tickets, requiring ticketholders to stand for the duration of the performance. Once tickets are purchased, there are no refunds or exchanges. Children under the age of five (5) will not be permitted into the theatre, even with a valid ticket. Additional restrictions and conditions may apply.

PRIZE DRAWING; CLAIMING PRIZES: The potential Prize Winners will be selected in a random electronic drawing from all eligible entries received. Winners will be notified via email and SMS notification scheduled to be distributed at 12:00pm ET the day PRIOR to the performance for which they have entered. Winners must purchase their tickets via a unique code no later than 4:00pm ET on the day PRIOR to the performance for which they won. Unclaimed tickets will be released and awarded to another entrant, sold to the general public or used by Sponsor for any purpose. The drawing will be conducted by the Sponsor whose decision is final and binding on all aspects of this Lottery.

Failure of a potential Prize Winner to respond as referred to above may result in disqualification and the selection of another entrant from among all eligible entries received. The Sponsor is not required to contact a potential Prize Winner more than once.

By entering the Lottery, each entrant agrees to be bound by these Official Rules and the decisions of the Sponsor. In the event of non-compliance for any reason, including the inability to accept the Prize for any reason, an alternate entrant may be selected in the Sponsor's sole discretion.

CONDITIONS, DISCLAIMERS, AND LICENSE: By entering this Lottery, each entrant agrees to be bound by these Official Rules and by all decisions of the Sponsor (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. The decisions of the Sponsor 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 Official Rules.

The Sponsor 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 Sponsor attempts to ensure the integrity of the Lottery, the Sponsor 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 Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Lottery. The Sponsor is not responsible for injury or damage to 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 or downloading materials from or using the Lottery Site. 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, 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 Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Lottery, the Sponsor reserves the right, in its sole and absolute discretion, to modify these Official Rules and/or to cancel, terminate, modify, or suspend all or any part of the Lottery, and in its sole discretion to select any one or more winners from among all eligible entries received up to the time of such cancellation, termination, modification, or suspension, as applicable. In the event that there are typographical errors that obscure the original intent of the Lottery, the Sponsor reserves the right to cancel or modify the Lottery appropriately. Notwithstanding anything to the contrary in these Official Rules, Sponsor reserves the right to discontinue or suspend the Lottery at any time for any reason or no reason.

By entering this 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 this Lottery and similar promotions without compensation and the winner and guest may be required to provide a signed release acknowledging such consent, unless restricted by law. Moreover, by entering this Lottery, unless prohibited by law, each Prize Winner agrees to grant to the Sponsor, 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 the World Wide Web, at any time or times, the Prize Winner's name, likeness (actual or simulated), voice (actual 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 Sponsor in its sole discretion.

By entering a Lottery and voluntarily providing his/her personal information, each entrant consents and agrees to the Sponsor's collection and use of the entrant's information for the administration of the Lottery and agrees to Sponsor's use of entrant's information for the purpose of contacting

entrant in relation to the Lottery. For the avoidance of doubt, entrants are providing information to the Sponsor. The Sponsor (and any entity with which Sponsor has an agreement or arrangement to jointly operate a digital lottery business (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 any Lottery entered).

**RELEASE AND INDEMNIFICATION:** By entering the Lottery, each entrant releases and holds the Sponsor and Thrill Hill Productions, Inc., and each of their respective affiliates, parents, subsidiaries, advertisers, promotional agencies, directors, members, successors, sponsors, partners, licensees, officers, agents, employees, artists, advisors, and assignees, and each individual or entity associated with the development and execution of the Lottery, harmless 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 the Lottery or participation in any Lottery-related activity, or resulting directly or indirectly, from acceptance, possession, use, or misuse of any Prize awarded in connection with the 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 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 THE LOTTERY, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) 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; AND (3) 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 YOU.**

**GOVERNING LAW:** These Official Rules are governed by and shall be construed in accordance with the laws of the State of New York (without regard to conflicts of law principles).

**MISCELLANEOUS:** 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 and shall not affect the validity and enforceability of any remaining provisions. 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.