

## Hamilton Digital Lottery Official Rules

**ORGANISER INFORMATION.** The Hamilton Digital Lottery (each digital lottery conducted with respect to a Performance, a “Lottery” and all such digital lotteries conducted for the Performances, collectively, the “Lotteries”) is organised by Jujamcyn Theaters LLC trading as Lucky Seat, having its principal place of business at 246 West 44<sup>th</sup> Street, New York, NY 10036, USA (the “Organiser”).

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR PARTICIPATE IN A LOTTERY. YOU MAY ENTER A LOTTERY FOR A CHANCE TO PURCHASE UP TO THE NUMBER OF TICKETS YOU REQUESTED (A MAXIMUM OF TWO (2) TICKETS), AT TEN (10) GBP PER TICKET, TO A DESIGNATED PERFORMANCE (EACH, A “PERFORMANCE” AND COLLECTIVELY, THE “PERFORMANCES”) OF HAMILTON AT THE VICTORIA PALACE THEATRE LOCATED AT VICTORIA STREET IN WESTMINSTER, LONDON (THE “THEATRE”). A SEPARATE LOTTERY WILL BE HELD FOR EACH PERFORMANCE. YOU MAY ENTER AND WIN ONE OR MORE LOTTERIES. WINNERS ARE SELECTED AT RANDOM. ALLOCATIONS HAVE NO CASH VALUE.

THESE RULES ARE APPLICABLE TO ALL LOTTERIES FOR THE PERFORMANCES AT THE THEATRE STARTING WITH THE LOTTERY FOR THE 7:30PM PERFORMANCE ON 6 DECEMBER 2017.

Apple and Google are not organisers of or affiliated in any way with the Hamilton Lotteries.

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 Organiser, any entity with which Organiser has an agreement or arrangement to jointly operate a digital Lottery business (a “Joint Operator”), George III Productions Limited (the “Producer”), the Show or Theatre (as such terms are defined in these Rules) or any of their respective divisions, affiliates, or the subsidiaries are not eligible to participate in the Lotteries.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

THE HAMILTON DIGITAL LOTTERY IS A FREE-TO-ENTER PRIZE DRAW. IT DOES NOT INVOLVE GAMBLING. ANY REFERENCES IN THESE RULES TO THE TERMS “LOTTERY” AND “LOTTERIES” ARE USED SOLELY IN A BRANDING SENSE TO INDICATE THE ELEMENT OF CHANCE INHERENT IN THE PRIZE DRAW.

### HOW TO ENTER:

- (1) VIA WEBSITE: Entrants may enter a Lottery through the web page [www.Luckyseat.com/Hamilton-London](http://www.Luckyseat.com/Hamilton-London) (the “Lottery Site”). Lottery entrants entering via the Lottery Site may enter any Lottery that is open for entries as shown on the Lottery Site by completing all required fields, checking any CAPTCHA security box and submitting the entry. The Lottery for any Performance taking place on a Tuesday, Wednesday, Thursday, Friday or Saturday will accept entries beginning at 4:00pm (in the time zone where the Theatre is located) two days prior to such Performance and ending 2:00pm (in such time zone) on the day prior to the Performance. The Lottery for any Performance taking place on a Monday will accept entries beginning at 4:00pm (in the time zone where the Theatre is located) on the Friday prior to such Performance and ending at 2:00pm (in such time zone) on the Saturday prior to the Performance.
- (2) VIA MOBILE APP: Entrants may enter a Lottery through the official Hamilton mobile application (the “App”). If an entrant would like to enter a Lottery through the App, she/he must first register for an account by completing all required fields on the “Profile” page of the App. After

the entrant has completed her/his account registration, the entrant may enter any Lottery that is open for entries as shown in the "Lottery" section of the App by selecting "ENTER NOW" for the Performance desired. The Lottery for any Performance taking place on a Tuesday, Wednesday, Thursday, Friday or Saturday will accept entries beginning at 4:00pm (in the time zone where the Theatre is located) two days prior to such Performance and ending 2:00pm (in such time zone) on the day prior to the Performance. The Lottery for any Performance taking place on a Monday will accept entries beginning at 4:00pm (in the time zone where the Theatre is located) on the Friday prior to such Performance and ending at 2:00pm (in such time zone) on the Saturday prior to the Performance.

Regardless of the means of entry, there is a limit of one (1) entry per person per Performance (i.e., per Lottery), and each winning entrant shall receive the right to purchase up to the number of tickets such entrant requested (a maximum of two (2) tickets) for the designated Performance for which the entrant submitted a Lottery entry and won. Use of automated entry devices or programs is prohibited. Proof of entrant's submission of information (whether entering on the Lottery Site or App) is not considered proof of receipt by the Organiser of such entry. Odds of winning depend on the number of eligible entries received and the total number of tickets available for purchase through a Lottery for an applicable Performance. No entries will be returned. Acknowledgment of any entry, if any, does not constitute confirmation or validity of entry. Multiple entries in any Lottery by the same entrant for the same Performance are not permitted, and entrants submitting multiple entries for the same Performance, and entries utilizing disposable email addresses, will be disqualified. Incomplete online entries, and entries with incomplete account registrations on the App, will be disqualified, including the failure to include on the entry or App registration the following: (i) the entrant's first name, last name, email address, post or zip code, age or birthday, and the number of tickets requested, and (ii) in respect of Lottery Site entries only, the Performance requested (required for all entries with respect to dates for which the Lottery for both the matinee and evening Performances on that date are made available for entry). The total number of tickets available for purchase through any Lottery for each Performance may vary, but in no event shall there be fewer than two (2) tickets available for purchase via each Lottery (the "Minimum"). The number of tickets to be sold through a Lottery for each Performance in excess of such Minimum (and the number of winning entries to be selected) shall be at the sole discretion of the Organiser, in consultation with the Producer.

**ALLOCATION:** Each winning entrant of a Lottery shall be entitled to purchase up to the number of tickets such entrant requested (a maximum of two (2) tickets), at ten (10) GBP per ticket, to Hamilton (the "Show") at the Theatre for the specific Performance to which that Lottery applies and for which the entrant submitted a Lottery entry and won (the "Allocation"). There is no monetary value to the Allocation. No substitutions or cash redemption of the Allocation is permitted. The Allocation, and any ticket purchased by a winner of the Allocation through the Lottery, is not assignable or transferable and may not be resold. The seat locations of tickets may be anywhere in the Theatre and may have a partial, restricted, and/or obstructed view of the stage. A winner purchasing two tickets may not necessarily receive tickets for seats that are next to one another. Winners must purchase their tickets via credit card or other purchase method approved by the Organiser and as directed in the winner notifications. Once tickets are purchased, there are no refunds or exchanges. Additional restrictions and conditions may apply.

**AWARDING ALLOCATIONS; CLAIMING ALLOCATIONS:** The potential Allocation winners for each Lottery will be selected in a random electronic drawing from all eligible entries received for that Lottery. The Lottery drawing for any Performance on a Tuesday, Wednesday, Thursday, Friday or Saturday will take place at approximately 3:00pm (in the time zone where the Theatre is located) the day prior to the applicable

Performance. The Lottery drawing for any Performance on a Monday will take place at approximately 3:00pm (in such time zone) on the Saturday prior to the Performance.

All winners and non-winners who entered on the Lottery Site will be notified via email notification. If an entrant entered on the Lottery Site and provided a valid UK or US mobile phone number on the entry form and, in the case of online entries, consented on the entry form to receiving Lottery-related texts, she/he will also receive notification via SMS text message. Notification for entrants who entered on the App will be delivered as follows: (i) winners who disabled App notifications on their devices will be notified by e-mail sent by Lucky Seat; (ii) winners who did not disable App notifications will be notified by push notification from the App; (iii) non-winners who did not disable App notifications on their devices will be notified by push notification from the App; and (iv) non-winners who disabled App notifications on their devices will not be notified. All entrants who entered on the App can also check their status on the App's "Lottery" page. The winner's email or App notifications will include instructions on how to purchase his/her tickets. Notifications will be distributed at approximately 3:00pm (in such applicable time zone) the day prior to the Performance to which such Lottery applies for any Performance taking place on a Tuesday, Wednesday, Thursday, Friday or Saturday. Notifications will be distributed at approximately 3:00pm (in such applicable time zone) the Saturday prior to the Performance for any Performance taking place on a Monday. A winning entrant must claim his/her tickets by (i) purchasing them by 6:00pm (in such applicable time zone) the day prior to the applicable Performance for any Performance taking place on a Tuesday, Wednesday, Thursday, Friday or Saturday, or by 6:00 pm (in such applicable time zone) the Saturday prior to the Performance for any Performance taking place on a Monday by calling a telephone number of the Theatre box office to be furnished in such winner's notification and using a valid credit or debit card (or by purchasing as otherwise instructed in such notification by such time); and (ii) picking up the tickets at the Theatre box office beginning 2 hours prior to the applicable Performance. Only the person who entered the Lottery and won may claim the Allocation, purchase tickets for that Lottery's designated Performance and pick up the tickets at the Theatre box office. A valid, un-expired photo identification of the winner may be required to claim the Allocation, purchase tickets and pick them up at the Theatre box office. Unclaimed tickets (i.e., tickets not timely purchased) will be released and may be offered to another entrant for the applicable Lottery for purchase, sold to the general public or used for any other purpose. Each drawing will be conducted by the Organiser, whose decision is final and binding on all aspects of each Lottery.

Failure of a potential Allocation 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 applicable Lottery. A potential Allocation winner is not required to be notified 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 Organiser (whose decisions are final and binding on all matters relating to the Lotteries), and to comply with all applicable laws and regulations, as well as rules of the Theatre box office and any terms and conditions printed on the back of any ticket purchased 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 purchased through the Lottery) for any reason, or such entrant or winner's inability to accept the Allocation for any reason, their entry may be disqualified and/or the Allocation and/or any ticket purchased by a winner of the Allocation through the Lottery may be revoked in the Organiser's sole discretion (or in the case of a ticket revocation, in the sole discretion of the Theatre or the Producer), and an alternate winner may be selected in the Organiser's sole discretion. The decisions of the Organiser 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 Organiser makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Allocation furnished or made available in connection with the Lotteries. Although the Organiser attempts to ensure the integrity of the Lotteries, the Organiser is not responsible for the actions of entrants or other individuals in connection with the Lotteries, including entrants' or other individuals' attempts to circumvent the Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Lotteries. The Organiser 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 Lotteries or downloading materials from or using the Lottery Site or the App. If, for any reason, a 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 Organiser, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of a Lottery, the Organiser 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. In the event that there are typographical errors that obscure the original intent of the Lotteries, the Organiser reserves the right to cancel or modify the Lotteries appropriately. Notwithstanding anything to the contrary in these Rules, Organiser 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 Allocation 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 Allocation winner agrees to grant to the Organiser and the Producer, and their 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 Allocation 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 Allocation 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 Organiser or the Producer in their sole discretion.

By entering a Lottery and voluntarily providing his/her personal information, each entrant consents and agrees to the collection and use of the entrant's information by the Organiser and, if entered on the App, by Hamilton Uptown Limited Liability Company (the "App Owner"), for the administration of the Lottery and acknowledges the Organiser's and, if applicable, the App Owner's use of the entrant's personal information for the purpose of contacting the entrant in relation to the Lottery. Entrants also agree that their personal information may be used for other purposes for which they have provided consent as further detailed below. For the avoidance of doubt, entrants are providing information to the Organiser and, if entered on the App, to the App Owner as well.

The Organiser may send promotional communications to an entrant after his/her entry into the Lottery in the manner described in the Organiser's Privacy Policy, if the entrant has consented to receive such communications. The entrant will have the option to opt-out of future marketing communications from the Organiser by contacting the Organiser, but he/she acknowledges that he/she may continue to receive administrative or service-related emails and other communications relating to any Lotteries that he/she may have entered or in relation to any other matter affecting such entrant. The Organiser will only disclose an entrant's personal information to third parties for marketing purposes if the entrant has consented to receiving marketing communications from such third parties. Entrants' personal information will be processed outside of the European Economic Area, including without limitation in the USA. The Organiser will only process entrants' personal information in accordance with the Organiser's Privacy Policy located [here](#).

The App Owner may send promotional communications to an entrant after his/her registration for an account on the App in the manner described in the App's Privacy Policy, if the entrant has consented to receive such communications. The entrant will have the option to opt-out of future marketing communications from the App Owner by contacting the App Owner, but he/she acknowledges that he/she may continue to receive administrative or service-related emails and other communications relating to any Lotteries that he/she may have entered or in relation to any other matter affecting such entrant. The App Owner will only disclose an entrant's personal information to third parties for marketing purposes if the entrant has consented to receiving marketing communications from such third parties. Entrants' personal information will be processed outside of the European Economic Area, including without limitation in the USA. The App will only process entrants' personal information in accordance with the App's Privacy Policy located [here](#).

**RELEASE AND INDEMNIFICATION:** Nothing in these Rules limits or excludes the liability of any person for death or personal injury caused by their negligence, for fraud, or for any liability that cannot be limited or excluded by law. Subject to the previous sentence, by entering a Lottery, each entrant releases and holds harmless the Organiser, Joint Operator, Theatre, Show, Producer, App Owner, social media platforms used or referenced in connection with the promotion of the Lottery, any operator or distributor of the App, entities and persons affiliated with the foregoing parties, and each of the foregoing parties' respective affiliates, parents, subsidiaries, lenders, advertisers, promotional agencies, directors, members, successors, organisers, partners, licensors, licensees, officers, agents, employees, artists, advisors, successors and assignees, and each individual or entity associated with the development and execution of the Lotteries, 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 or downloading materials from or using the Lottery Site or the App; (d) any loss or disclosure of entry or App registration data; (e) any one or more of the Lotteries or participation in any Lottery-related activity; or (f) acceptance, possession, use, or misuse of any Allocation awarded in connection with any Lottery, including without limitation claims based on negligence, breach of contract or liability for (subject to the first sentence of this paragraph) physical injury, death, or property damage.

**LIMITATION OF LIABILITY:** The Lotteries, all Allocations, and all materials provided on the Lottery Site, App or through the Lotteries (or in marketing or promotions, therefor) are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of satisfactory quality, fitness for a particular purpose, and non-infringement.

WITHOUT LIMITING THE RELEASE GRANTED BY ENTRANTS HEREIN, BY ENTERING A 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 ALLOCATION AWARDED, WHETHER BETWEEN SUCH ENTRANT AND EITHER THE ORGANISER, THEATRE OR THE PRODUCER(S) OR PRESENTER OF THE SHOW, 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; (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; (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.

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 convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Rules or any provision hereof.

GOVERNING LAW: These Rules are governed by and shall be construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

This Lottery is being organised by Jujamcyn Theaters LLC trading as Lucky Seat, having its principal place of business at 246 West 44<sup>th</sup> Street, New York, NY 10036, USA.

REV. December 1, 2017