

## Hamilton Digital Lottery Official Rules

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 \$10 PER TICKET, TO A DESIGNATED PERFORMANCE (each, a "Performance" and collectively, the "Performances") OF HAMILTON AT THE RICHARD ROGERS THEATRE LOCATED AT 226 W 46<sup>th</sup> STREET, NEW YORK, NEW YORK (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. PRIZES HAVE NO CASH VALUE.

THESE RULES ARE APPLICABLE TO ALL LOTTERIES FOR THE PERFORMANCES AT THE THEATRE STARTING WITH THE LOTTERY FOR THE 7PM PERFORMANCE ON TUESDAY AUGUST 22, 2017.

SPONSOR 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 sponsored jointly by Jujamcyn Theaters LLC d/b/a Lucky Seat, having its principal place of business at 246 West 44<sup>th</sup> Street, New York, NY 10036 and Hamilton Uptown Limited Liability Company, having its principal place of business at 1501 Broadway, 24<sup>th</sup> Floor, New York, NY 10036 (collectively, the "Sponsor").

Apple and Google are not sponsors 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 Sponsor, Joint Operator, Show or Theatre (as such terms are defined in these Rules) or any of their respective divisions, affiliates, or subsidiaries are not eligible to participate in the Lotteries. Federal, state and local laws and regulations apply.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

HOW TO ENTER:

- (1) VIA WEBSITE: Entrants may enter a Lottery through the web page [www.luckyseat.com/hamilton.html](http://www.luckyseat.com/hamilton.html) (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 each Performance will accept entries beginning at 11:00am (in the time zone where the Theatre is located) two days prior to such Performance (except that the Lottery for the 7pm Performance on Tuesday August 22, 2017 will accept entries beginning at 6:00pm in such time zone) and ending 9:00am (in such time zone) on the day 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 each Performance will accept entries beginning at 11:00am (in the time zone where the Theatre is located) two days prior to such Performance (except that the Lottery for the 7pm Performance on Tuesday August 22, 2017 will accept entries

beginning at 6:00pm in such time zone) and ending at 9:00am (in such time zone) on the day prior to such Performance.

- (3) VIA REGULAR MAIL: Entrants may also enter a Lottery for any designated Performance by mailing an entry letter to Jujamcyn Theaters d/b/a Lucky Seat, 246 West 44<sup>th</sup> Street, New York, New York 10036 Attn: Hamilton Lottery, setting forth entrant's first name, entrant's last name, email address, zip code, mobile phone number (optional), age, as well as the requested Theatre, Performance date and time, and number of tickets desired. One entrant per letter, which must be received no later than 9:00am (in the time zone where the Theatre is located) on the day prior to the selected Performance. Each Lottery entry must be mailed in a separate envelope, except that for dates on which multiple performances are being presented, a single entrant may designate and include an entry letter for the Lottery for either the matinee or evening performance (or for both such performances on such date) in the same envelope.

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 or by mail) is not considered proof of receipt by the Sponsor 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 or mail-in 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, zip code, age or birthday, and the number of tickets requested, and (ii) the Performance requested (required for all Regular Mail entries and for online 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 Sponsor, in consultation with the presenter of the Show (as defined below).

PRIZE: 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 the price of \$10 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 "Prize"). There is no monetary value to the Prize. No substitutions or cash redemption of the Prize is permitted. The Prize, and any ticket purchased by a winner of the Prize 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 Sponsor and as directed in the winner notifications. Once tickets are purchased, there are no refunds or exchanges. Additional restrictions and conditions may apply.

PRIZE DRAWING; CLAIMING PRIZES: The potential Prize winners for each Lottery will be selected in a random electronic drawing from all eligible entries received for that Lottery. Each Lottery drawing will

take place at approximately 10:00am (in the time zone where the Theatre is located) the day prior to the applicable Performance. All winners and non-winners who entered on the Lottery Site or by mail will be notified via email notification. If an entrant entered on the Lottery Site or by mail and provided a valid 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 (online or on the App) with a valid credit card or other purchase method approved by Sponsor. Notifications will be distributed at approximately 11:00am (in such applicable time zone) the day prior to the Performance to which such Lottery applies. A winning entrant must claim his/her tickets by (i) purchasing them by 4:00pm (in such applicable time zone) the day prior to the applicable Performance and (ii) picking up the tickets at the Theatre box office beginning 30 minutes prior to the applicable Performance. Only the person who entered the Lottery and won may claim the Prize, 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 Prize, 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 by Sponsor for any purpose. Each drawing will be conducted by the Sponsor, whose decision is final and binding on all aspects of each 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 applicable Lottery. The Sponsor 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 Sponsor (whose decisions are final and binding on all matters relating to the Lotteries), and to comply with all federal, state and local 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 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 Sponsor'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 Sponsor's sole discretion. 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 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 Lotteries. Although the Sponsor attempts to ensure the integrity of the Lotteries, the Sponsor 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 Sponsor 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 Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of a Lottery, the Sponsor 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 Sponsor reserves the right to cancel or modify the Lotteries appropriately. Notwithstanding anything to the contrary in these Rules, Sponsor 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 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, on the App or 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 a Lottery, each entrant releases and holds harmless the Sponsor, 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, sponsors, partners, 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; (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 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 Lotteries, all Prizes, 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 merchantability, 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 PRIZE AWARDED, WHETHER BETWEEN SUCH ENTRANT AND EITHER THE SPONSOR, 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.**

**GOVERNING LAW:** These 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 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.

Rev. September 13, 2017