



Cinema Week Annual Movie Pass SWEEPSTAKES OFFICIAL RULES

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

1. **SPONSOR:** Marcus Theatres Corporation, a Wisconsin corporation, having an address of 100 East Wisconsin Avenue, Suite 2000, Milwaukee, Wisconsin 53202, is the sponsor and prize fulfiller of the Sweepstakes ("Sponsor").
2. **ENTRY PERIOD:** The Cinema Week Annual Movie Pass Sweepstakes (the "Sweepstakes") entry period begins June 22, 2021 at 12:01 AM Central Daylight Time ("CDT") and ends June 27, 2021 at 11:59 PM CDT (the "Entry Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes, including for determining whether an Entry 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:** During the Entry Period, Magical Movie Rewards ("MMR") members may enter the Sweepstakes by visiting any Marcus Theatre or Movie Tavern location and purchasing at least one (1) ticket to any movie during the Entry Period (an "Entry"). If you are not a MMR member, you can enroll in the MMR program at no cost by either: (1) completing the MMR enrollment form online located at <https://www.marcustheatres.com/movie-rewards/join>; (2) enrolling in the program via the Marcus Theatres® mobile app, or (3) visiting any Marcus Theatres or Movie Tavern location to enroll in the program. Entries are limited as stated below.

Alternatively, individuals may submit an online entry by completing an entry form located at www.MarcusTheatres.com/AnnualPassSweeps with participant's first name, last name, date of birth, phone number, and email address (an "AMOE"). All AMOE entries must be received during the Entry Period.

Each participant may receive a total of One (1) Entry or One (1) AMOE during the entry period (the "Entry Limit"). Entries and AMOEs that exceed the Entry Limit are void. Entries and AMOEs 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 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 U.S. residents who physically reside in Arkansas, Colorado, Georgia, Illinois, Iowa, Kentucky, Louisiana, Minnesota, Missouri, Nevada, New York, North Dakota, Ohio, Pennsylvania, Texas, Virginia or Wisconsin, (the "Eligibility Area") who have reached their state of residence's age of majority at the time of entry. Void where prohibited or restricted by law. Employees, directors, officers, members, managers, agents, and representatives of Sponsor and its parent and affiliated companies, including, without limitation, (a) Marcus Hotels, Inc. and The Marcus Corporation, and (b) any advertising, fulfillment, and promotional agencies affiliated with those companies, and the immediate family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win (each a "Sponsor Party" and collectively, all of the foregoing are "Sponsor 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 these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth in these Official Rules.

5. PRIZE:

One (1) winner will receive a Marcus Theatres® Annual Movie Pass. A total of one (1) Movie Pass will be awarded. Movie Passes are subject to limits and restrictions, which are printed on the back of the Annual Pass. Approximate retail value (ARV): up to \$520 based on how often pass is used.

ARV as stated above represents Sponsor's good faith determination of the ARV of the Prize. 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 received. All incidental expenses, including, but not limited to concessions or other F&B purchases while at the theatre, 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, Prize Fulfiller 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 Prize is permitted, provided that if the Prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater value will be awarded. The Prize is subject to change and may be withdrawn at any time. Transfer of the Prize is not permitted without the written consent of Sponsor, which may be granted or withheld at Sponsor's sole discretion, for any reason, and without liability of any kind.

6. PRIZE DRAWING: The Prize will be awarded in a random drawing on or about June 28, 2021 (the "Prize Drawing Date") from among the eligible entries received.

7. WINNER: The winner will be notified on or about June 28, 2021 by the email address and phone number associated with his/her MMR account or AMOE. Sponsor is not responsible if a prize notification is not received for any reason. Any portion of the 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 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 despite reasonable efforts, at Sponsor's option, the 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: Marcus Theatres Corporation, 100 East Wisconsin Avenue, Suite 2000, Milwaukee, Wisconsin 53202, Attn: Advertising and Promotions Department – Cinema Week Annual Movie Pass Sweepstakes.

8. CONDITIONS, DISCLAIMERS AND LICENSE: By entering the Sweepstakes, each participant agrees that: (1) he or she will abide by and be bound by these Official Rules in full and without condition; (2) Sponsor has the sole right to decide all matters relating to the Sweepstakes, including interpretation of these Official Rules, eligibility, procedure, and prize fulfillment, and Sponsor's decisions are final and binding in all matters related to the Sweepstakes; (3) entries will not be acknowledged or returned; (4) neither Sponsor nor any of its affiliated companies or the advertising and promotional agencies affiliated with Sponsor, or those affiliated companies, nor any of their officers, directors, employees, agents or representatives (collectively, "Sponsor's Affiliates") are 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 the prize or parts thereof; or participation in any prize related activity; (5) winner's acceptance of the Prize constitutes the

grant of an unconditional right to Sponsor and its Affiliates to use winner's name, address (city and state only), voice, likeness, photograph, biographical, Prize information, and/or statements about the Sweepstakes for publicity, advertising, and promotional purposes, including the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, without additional compensation or limitation, except where prohibited by law; (6) any portion of the Prize not accepted by the winner will be forfeited; (7) Sponsor is not responsible for any inability of the winner to accept the Prize for any reason; (8) if any dispute arises regarding the Sweepstakes, 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; (9) by entering the Sweepstakes, all participants agree that, and its determination of the qualifiers and winner is final.

Although Sponsor attempts to ensure the integrity of the Sweepstakes, none of the Sponsor Parties are 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 Fulfiller is unable to supply the Grand Prize or any part thereof by reason 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, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Sweepstakes, 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 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. None of the Sponsor Parties 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. Proof of submitting entry will not be deemed receipt of such entry by Sponsor.

THE OFFICIAL RULES WILL BE POSTED AT THE SPONSOR'S WEBSITE LOCATED AT www.marcustheatres.com/passrules 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 SPONSOR 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 SPONSOR 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 HARRASS 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 Sponsor Party shall be liable to winner or any other person for failure to supply the Grand 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, or any other cause beyond Sponsor's or its Affiliates' sole control.

IN NO EVENT WILL ANY SPONSOR 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, ALL PRIZES, 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 THE SPONSOR PARTIES 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 <http://www.marcustheatres.com/Privacy/> 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. By entering this Sweepstakes, participant agrees that Sponsor may share participant's personal information with its Affiliates 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 Affiliate, participant's personal information will be subject to that Affiliate's privacy policy and terms of service (if applicable) and such participant agrees to receive email communication from that Affiliate. 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 Promotion 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. 4829-1709-2078, v. 1