



MARCUS THEATRES SCRATCH-OFF OFFICIAL RULES

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

1. **SPONSOR:** Marcus Theatres, LLC, a Wisconsin limited liability company, having an address of 111 East Kilbourn Avenue, Suite 1200, Milwaukee, Wisconsin 53202 (together with all parents, subsidiaries, affiliates, officers, directors, and employees, "Sponsor").
2. **ENTRY PERIOD:** Participating Marcus Theatres locations will conduct the Scratch-Off Promotion (the "Promotion") by handing out physical scratch-off cards (each, a "Card"; collectively, the "Cards") on December 25, 2025, and December 26, 2025, during normal business hours (the "Entry Period"). Entry into the Promotion does not constitute entry into any other promotion, contest or sweepstakes.
3. **ELIGIBILITY:** The Promotion is open only to legal residents of Arkansas, Colorado, Georgia, Illinois, Iowa, Kentucky, Louisiana, Minnesota, Missouri, Nebraska, North Dakota, Ohio, Pennsylvania, Texas, Virginia, or Wisconsin (the "Eligibility Area"). Void where prohibited or restricted by law. Those constituting Sponsor as defined in these Official Rules (the "Official Rules") are not eligible to participate in the Promotion.
4. **PRIZE:** Prize offerings may include some or all of the following: large popcorn, junior popcorn, super combo, ultra combo, large fountain beverage, regular fountain beverage, large ICEE, sour patch kids; skittles, nerds gummi clusters, plain M&M's, peanut M&M's, 20% off purchase, 15% off purchase, annual popcorn tub discount (each, a "Prize"; collectively, the "Prizes").

Approximate Retail Value ("ARV") of a Prize, ranging from \$6.50 to \$26.50 and with percentage off discounts varying, varies depending on the Prize issued. Exact item(s) of the Prize will be determined by Sponsor in its sole discretion. Any difference between the ARV stated above and the actual value of the Prize will not be awarded. Each Card wins a Prize. If applicable, 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 and reporting requirements. Each recipient of a Prize is responsible for all applicable tax requirements.

No substitution, exchange or cash redemption of a Prize is permitted, provided that only if a Prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater value will be awarded. Each Prize is subject to change and may be withdrawn at any time.

5. **CONDITIONS, DISCLAIMERS AND LICENSE:** By accepting a Prize, each participant agrees that: (1) they will abide by and be bound by these Official Rules in full and without condition; (2) the Entry becomes solely the Sponsor's property and will not be acknowledged or returned; (3) Sponsor is not responsible for claims, injuries, death, losses or damages of any kind resulting from Promotion 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; (4) any portion of a Prize not accepted by the winner will be forfeited; (5) Sponsor is not responsible for any inability of a winner to accept a Prize, or any part thereof, for any reason; (6) in the event that any dispute arises regarding the meaning or interpretation of these Official Rules, the dispute shall be resolved by applying the internal laws of Wisconsin, without regard to conflicts of law provisions, 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 PROMOTION AND ANY PRIZE AWARDED HEREUNDER; (7) by entering this Promotion, all participants agree that Sponsor has the sole right to decide all matters relating to the Promotion, including fact, interpretation, eligibility, procedure, fulfillment, and disputes from the Promotion or these Official Rules. All details and other restrictions not specified in these Official Rules will be determined by Sponsor in its sole discretion. Sponsor has the right to reject providing a Prize or parts thereof from any Card that is deemed by Sponsor to be from illegitimate channels, manipulated, tampered with, copied, duplicated, or reproduced in any way.

Although Sponsor attempts to ensure the integrity of the Promotion, Sponsor is not responsible for the actions of participants or other individuals in connection with the Promotion, 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 Promotion and/or the utilization of the Cards. If, for any reason, Sponsor is not capable of running the Promotion or 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, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Promotion, 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 Promotion. Sponsor will not be liable to any person in connection with any action taken pursuant to the forgoing sentence.

THE OFFICIAL RULES WILL BE POSTED AT THE SPONSOR'S WEBSITE LOCATED AT www.MarcusTheatresHolidayCard THROUGHOUT THE ENTRY PERIOD. BY PARTICIPATING IN THIS PROMOTION, SPONSOR RESERVES THE RIGHT, AT ANY TIME AND AT ITS SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS PROMOTION OR ANY FUTURE PROMOTION, CONTEST OR SWEEPSTAKES OF THE SPONSOR, ANY INDIVIDUAL SUSPECTED OF TAMPERING WITH THE OPERATION OF THE PROMOTION AND/OR THE CARDS; ACTING IN VIOLATION OF THESE OFFICIAL RULES; 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 PROMOTION AND/OR THE CARDS 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.

6. LIMITATIONS ON LIABILITY: Sponsor shall not be liable to any 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 sole control.

IN NO EVENT WILL SPONSOR 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 PROMOTION. WITHOUT LIMITING THE FOREGOING, THE PROMOTION, THE CARDS, THE PRIZE(S), AND ALL MATERIALS PROVIDED IN CONNECTION WITH THE PROMOTION 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.

7. RELEASE AND INDEMNIFICATION: BY ENTERING THE PROMOTION, PARTICIPANTS RELEASE AND HOLD SPONSOR 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 PROMOTION AND/OR THE CARDS OR PARTICIPATION IN ANY PROMOTION 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 PROMOTION, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

8. MISCELLANEOUS:

- A. PRIVACY: Information submitted in connection with the Promotion 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.
- 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. Any claim arising under or in connection with the Promotion must be brought in a court of competent jurisdiction sitting in Milwaukee County, Wisconsin.

9. SOCIAL MEDIA RELEASE: By participating in the Promotion, each participant agrees that any social media channel in which the Promotion was promoted by Sponsor: (a) shall not be responsible or liable for, and is hereby released from, any claims, losses, damages or injuries of any kind (including death) resulting, in whole or in part, directly or indirectly, from the participation in the Promotion and/or the utilization of the Cards, or from acceptance, receipt, possession and/or use/misuse or inability to use a Prize, and (b) has not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to a Prize, including. The Promotion is not in any way sponsored, endorsed, administered by, or associated with the social media channel in which it was promoted.