MARCUS THEATRES
2026 PHILADELPHIA LEGENDARY TRIP SWEEPSTAKES
OFFICIAL RULES

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

1. **SPONSOR, PRIZE FULFILLER, AND PRIZE PROVIDER**: The Sponsor of the Sweepstakes is Marcus Theatres, LLC, a Wisconsin limited liability company having an address of 111 East Kilbourn Avenue, Suite 1200, Milwaukee, WI 53202 ("Sponsor"). The Prize Fulfiller is Metro-Goldwyn-Mayer Studios, Inc., having an address of 245 N. Beverly Drive, Beverly Hills, CA 90210 ("MGM" or "Prize Fulfiller"), with winner management to be provided on behalf of Prize Fulfiller by Element London Ltd ("Prize Provider").

2. **ENTRY PERIOD**: The Marcus Theatres 2026 Philadelphia Legendary Trip Sweepstakes (the "Sweepstakes") entry period begins November 5, 2026 at 12:00 AM Central Standard Time ("CST") and ends November 29, 2026, at 11:59 PM CST (the "Entry Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes, including for determining whether an Entry (defined below) 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, participants may enter the Sweepstakes in one of two ways (each, an "Entry", collectively, the "Entries"):

    A. Sponsor's Magical Movie Rewards members may enter the Sweepstakes by (i) purchasing a ticket for the feature movie, *I Play Rocky*, for any show time at a participating Marcus Theatres or Movie Tavern location occurring during the Entry Period and (ii) completing and submitting the entry form online located at https://form.jotform.com/263066850171153 (each, a "Ticket Entry"). A valid Magical Movie Rewards account number must be entered at the time of entry to receive a Ticket Entry. Free registration as a Magical Movie Rewards member is available at https://www.marcustheatres.com/movie-rewards.

    B. Individuals may enter by mail as follows: on a 3" x 5" card, legibly handprint or type the participant's first name, last name, date of birth, phone number and email address and mail such card in an envelope to: Marcus Theatres, LLC, 111 East

Kilbourn Avenue, Suite 1200, Milwaukee, Wisconsin 53202, Attn: Advertising and Promotions Department – Marcus Theatres 2026 Philadelphia Legendary Trip Sweepstakes (each a "Mail Entry"). All Mail Entries must be postmarked by the end of the Entry Period and received by Sponsor by the end of the fifteenth (15th) calendar day following the end of the Entry Period.

Limit one (1) Entry per person regardless of method of entry during the Entry Period (the "Entry Limit"). Entries that exceed the Entry Limit are void. Entries that are late (including due to delayed delivery or 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 (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. Entry into the Sweepstakes does not constitute entry into any other promotion, contest, or sweepstakes.

4. **ELIGIBILITY**: The Sweepstakes is open to only legal residents of Arkansas, Colorado, Georgia, Illinois, Iowa, Kentucky, Louisiana, Minnesota, Missouri, Nebraska, 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 (a) Sponsor, (b) Sponsor's parent, subsidiaries, and affiliated companies including without limitation, Marcus Hotels, Inc. and The Marcus Corporation, (c) Prize Fulfiller, its parent, subsidiaries, and affiliated companies and any advertising, fulfillment or promotional agencies affiliated with the foregoing companies, or (d) Prize Supplier, its parent, subsidiaries, and affiliated companies, service providers, or other entities involved in the development, production, implementation, administration, or fulfillment of the Sweepstakes (all of the entities listed in (b), (c), and (d) collectively, the "Sponsor's Affiliates"), and the immediate family members of, and any person domiciled with, any such individuals, are not eligible to enter or win the Sweepstakes (each of the foregoing individuals and entities a "Sweepstakes Party" and collectively, all of the foregoing are "Sweepstakes 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 (defined below) is contingent upon fulfilling all requirements set forth in these Official Rules.

5. **PRIZE**:

   A. One (1) prize package will be awarded. Such prize package shall consist of the following (collectively, the "Prize"):

      i. Two (2) round trip coach airfare tickets to and from the major United States gateway airport nearest the winner's home to Philadelphia, Pennsylvania;

ii. Round trip airport transfers in Philadelphia;

iii. Three (3) nights' 4- star luxury accommodation in Philadelphia, based on sharing a double occupancy room;

iv. Private Rocky-inspired tour of Philadelphia (3.5 hours) including and expert Rocky Balboa impersonator guide and transportation in a private vehicle;

v. Private coaching session at a top boxing gym (1 hour) including a one-day gym pass, equipment rental, and a training class (1 hour);

vi. Dinner at a top restaurant up to a maximum value of $350.00 USD including tax and gratuity; and

vii. Spending money for winner only of $500 USD.

B. The total approximate retail value ("ARV") of the Prize is $4,600.00 USD.

C. Roundtrip economy/coach flights from select major airports in mainland USA to Philadelphia, Pennsylvania, USA, flights may be indirect and not all routings will be available; flight itinerary will be determined by Prize Provider at their sole discretion; at least one (1) person travelling must be over the age of twenty-one (21); accommodation is based on two (2) adults sharing one double occupancy room on a room only basis; a valid credit or debit card will be required to guarantee the room accommodation on check in; the Prize excludes ground transfers to or from the departure airport, meals and drinks, excursions, attractions, treatments, visas, personal expenses and anything not expressly stated in the Prize package; all elements of the Prize are subject to availability; if unavailable, experiences and items of a similar nature and value may be offered at Prize Provider's discretion; accommodation will be selected by Prize Provider at their sole discretion; winner must contact Prize Provider with three (3) preferred travel dates in three (3) separate months no later than six (6) weeks prior to departure; once booked, the Prize cannot be amended or cancelled; Prize is non-refundable and non-transferable; no cash alternative is available; all US travelers flying domestically will require a valid photo ID approved for air travel; any necessary visas or insurance are the responsibility of the winner and guest; Prize cannot be taken over Christmas, New Year or US Public Holidays; Prize is valid for twelve (12) months from the date of notification of winning and all travel must be completed within that time; The personal training session will be tailored to participants' skill and fitness level; Dinner at the selected restaurant is provided to the maximum value of $350 USD; including tax and gratuity; $500 spending money is for the winner only and will be provided via bank transfer to one nominated bank account; Prize Provider is Element London Ltd. Notwithstanding anything herein to the contrary, any personal data submitted by the winner to Prize Provider will be treated in accordance with Prize Provider's privacy policy, which is accessible at https://element-london.com/element-london-privacy-policy-travel-english/.

D. The winner must execute and return a Winner's Affidavit of Eligibility and Publicity and Liability Release in a form provided by Sponsor prior to the release of the Prize to the winner.

E. No substitution, exchange, selling, trading, transferring, refunding, or cash redemption of the Prize, or any portion thereof, is permitted, provided that if the Prize or any portion thereof cannot be awarded due to circumstances beyond Prize Provider's control, Prize Provider may substitute a prize or prize component of equal or greater value at Prize Provider's sole discretion. Neither Sponsor nor any Sweepstakes Party, is responsible for a lost or stolen Prize, or any portion thereof.

F. ARV, as stated above, represents Prize Provider's good-faith determination of the ARV of the Prize. Exact items and details of the Prize will be determined by Prize Provider in its sole discretion. Any difference between the ARV stated above and the actual value of the Prize will not be awarded.

G. All incidental expenses, including but not limited to transportation, meals, gratuities, personal expenses, costs, and taxes not specifically identified as part of the Prize will be the sole responsibility of the winner.

H. In the event the Prize is valued at $2,000 or more, Prize Fulfiller will issue an IRS Form 1099 reflecting the actual value of the Prize won. In that event, each winner must provide Prize Fulfiller a completed IRS Form W-9, including winner's Social Security or taxpayer identification number, as a condition of receiving the Prize. Winner's failure to receive an IRS Form 1099 does not relieve winner of any applicable tax requirements. Winners are advised to consult winner's own tax advisor regarding the tax consequences of accepting the Prize.

6. **PRIZE DRAWING**: Sponsor will select one (1) potential winner in a random drawing on or around December 15, 2026, from among all eligible Entries received during the Entry Period. Odds of winning depend on the total number of eligible Entries received.

7. **WINNER**: The potential winner will be notified on or around December 16, 2026, by the email address or phone number provided in their Entry. Sponsor is not responsible if a prize notification is not received for any reason.

A. 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 or use the Prize, including inability to travel to Philadelphia; (2) potential winner's failure, or any guest of potential winner's failure (including the legal guardian of a minor guest), to execute and return an Affidavit of Eligibility and Publicity and Liability Release within seventy-two (72) hours of the date and time the prize notification is sent; (3) the return of a prize notification as undeliverable; or (4) any other non-compliance with these Official Rules.

B. Sponsor will make up to two (2) attempts to contact a potential winner. If Sponsor is unable to confirm a winner after such attempts, at Sponsor's option, the Prize may go un-awarded.

C. Sponsor reserves the right, in its sole and absolute discretion and at any time, to require proof, in a form acceptable to Sponsor, of the identity, age, residence, and eligibility of any participant, potential winner, or guest, and of compliance with these Official Rules. Failure to provide any documentation requested by Sponsor within the time specified by Sponsor may result in disqualification and the selection of an alternate winner(s).

D. For the name of the winner and/or a copy of these Official Rules (request must be received by Sponsor on or before the six-month anniversary of the end of the Entry Period), send a self-addressed, stamped envelope to Marcus Theatres, LLC, 111 East Kilbourn Avenue, Suite 1200, Milwaukee, Wisconsin 53202, Attn: Advertising and Promotions Department – Marcus Theatres 2026 Philadelphia Legendary Trip Sweepstakes.

8. **CONDITIONS, DISCLAIMERS, AND LICENSES**: By entering the Sweepstakes and submitting an Entry, 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) no Sweepstakes Party is 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; (4) winner's acceptance of the Prize constitutes the grant of an unconditional right to Sponsor and Sponsor's Affiliates to use winner's first name and last initial, address (city and state only), and Prize information and/or statements about the promotion for any publicity, advertising, and promotional purposes, including the right to print, publish, and use, worldwide in any media now known or hereafter developed, including without limitation the World Wide Web, without additional compensation or limitation, except where prohibited by law; (5) any portion of the Prize not accepted by the winner will be forfeited; (6) Sponsor is not responsible for any inability of a winner to accept a Prize, or any part thereof, for any reason; (7) participant must provide Sponsor written notice of any Dispute (defined below) on or before the six month anniversary of the end of the Entry Period; ALL DISPUTES ARE SUBJECT TO THE BINDING INDIVIDUAL ARBITRATION PROVISION AND CLASS ACTION WAIVER SET FORTH IN SECTION 13, AND PARTICIPANT WAIVES ALL RIGHTS TO BRING OR PARTICIPATE AS A PARTY IN A CLASS ACTION LAWSUIT WITH REGARD TO THE SWEEPSTAKES AND ANY PRIZE AWARDED HEREUNDER, AS PROVIDED IN SECTION 13; and (8) by entering the Sweepstakes, all participants agree that Sponsor has the sole right to decide all matters relating to the Sweepstakes, including fact, interpretation, eligibility, procedure, fulfillment, and disputes arising from the Sweepstakes, these Official Rules, and its determination of the qualifiers and winner is final and binding.

A. In the event a question arises regarding the winner's identity, Entry will be deemed made by the holder of the email account associated with the Entry. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, mechanically reproduced, postage due, misdirected, late, irregular in any way, or otherwise not in compliance with these Official Rules.

B. Although Sponsor attempts to ensure the integrity of the Sweepstakes, none of the Sweepstakes 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.

C. If, for any reason, Sponsor is not capable of running the Sweepstakes or is unable to supply the 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 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 a 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 Sweepstakes Parties will be liable to any person in connection with any action taken pursuant to the foregoing sentence. Inclusion in such drawing will be each participant's sole and exclusive remedy under such circumstances.

D. THESE OFFICIAL RULES WILL BE POSTED AT https://MarcusTheatres.com/PhiladelphiaTripSweepsRules THROUGHOUT THE ENTRY PERIOD. BY ENTERING AND PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED BY PARTICIPANT IN CONNECTION WITH THE SWEEPSTAKES IS TRUE, ACCURATE, AND COMPLETE.

E. SPONSOR RESERVES THE RIGHT, AT ANY TIME AND AT ITS SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THE SWEEPSTAKES OR ANY FUTURE SWEEPSTAKES, CONTEST, OR OTHER PROMOTIONS OF THE SPONSOR AND/OR ANY OTHER SWEEPSTAKES 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 SWEEPSTAKES 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 HARASS ANY OTHER PERSON; HAVING FAILED TO AGREE TO THESE OFFICIAL RULES; OR VIOLATING ANY OF THESE OFFICIAL RULES.

F. 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 Sweepstakes Party shall be liable to the winner or any other person for failure to supply the 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 the reasonable control of Sponsor or Sponsor's Affiliates.

10. **WAIVER OF DAMAGES; NO WARRANTIES**: IN NO EVENT WILL ANY SWEEPSTAKES PARTY BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES, LOSSES, OR EXPENSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES AND ATTORNEYS' FEES, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION, 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, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR UNFORESEEABLE AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UNDERLYING SUCH DAMAGES, LOSSES, OR EXPENSES. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, THE PRIZE, 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN INSTANCES, SO THE ABOVE MAY NOT APPLY TO YOU.

11. **RELEASE AND INDEMNIFICATION**: BY ENTERING THE SWEEPSTAKES, PARTICIPANTS WAIVE, RELEASE AND HOLD EACH OF THE SWEEPSTAKES PARTIES 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 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. EACH PARTICIPANT FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE SWEEPSTAKES PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING OUT OF OR RELATING TO (A) ANY BREACH OR ALLEGED BREACH BY THE PARTICIPANT OF THESE OFFICIAL RULES OR OF ANY REPRESENTATION OR WARRANTY MADE BY THE PARTICIPANT HEREIN, (B) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTICIPANT OR ANY OF THE PARTICIPANT'S GUESTS, AND (C) THE PARTICIPANT'S (OR ANY OF THE PARTICIPANT'S GUESTS') PARTICIPATION IN THE SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED OR PRIZE-RELATED ACTIVITY. THIS SECTION SURVIVES THE TERMINATION OR CANCELLATION OF THE SWEEPSTAKES AND THE AWARDING OF THE PRIZE.

12. **SOCIAL MEDIA RELEASE**: By participating in the Sweepstakes, each participant agrees that any social media platform on which the Sweepstakes is promoted by Sponsor (including, without limitation, Facebook and Instagram): (a) shall not be responsible or liable for, and is hereby completely released from, any claims, losses, damages, or injuries of any kind (including death) resulting, in whole or in part, directly or indirectly, from participation in the Sweepstakes or from the acceptance, receipt, possession, use, misuse, or inability to use the Prize; and (b) has not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to the Prize. The Sweepstakes is not in any way sponsored, endorsed, or administered by, or associated with, any such social media platform.

13. **DISPUTE RESOLUTION**: PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO PARTICIPATE IN A CLASS ACTION.

    A. **MEDIATION; BINDING ARBITRATION**: If any claim, dispute or controversy arises from or relates to these Official Rules, the Sweepstakes, your Entry, or a Prize, including, without limitation, the formation, interpretation, scope or enforceability of this Section 13 (each, a "Dispute"), and if the dispute cannot be settled through direct good faith discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any Dispute that remains unresolved after such mediation, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Section 13 is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"), notwithstanding the choice of law in Section 14.E. The arbitrator must apply applicable substantive law and these Official Rules, may award only individual relief available under applicable law to the claimant, and has no authority to award relief to, against, or on behalf of any person other than the parties to the

arbitration. Judgment on the award may be entered in any court of competent jurisdiction. The agreement to arbitrate and the Class Action Waiver in this Section 13 apply notwithstanding anything to the contrary in Sections 9 through 11.

B. **CLASS ACTION WAIVER**: TO THE FULLEST EXTENT PERMITTED BY LAW, ALL DISPUTES WILL BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS ONLY. EACH PARTICIPANT WAIVES ANY RIGHT TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION OR ARBITRATION AGAINST ANY SWEEPSTAKES PARTY (THE "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OF MORE THAN ONE PERSON OR PRESIDE OVER ANY FORM OF CLASS OR REPRESENTATIVE PROCEEDING, EXCEPT WITH THE SPONSOR'S PRIOR WRITTEN CONSENT. Nothing in this Section 13 prevents Sponsor from seeking injunctive or other equitable relief in court to protect its intellectual property or the integrity of the Sweepstakes, or either party from seeking to enforce an arbitration award in court.

C. **OPT-OUT**: A participant may opt out of this Section 13 by sending Sponsor a written notice, to the address in Section 7.D, stating the participant's name, address, and email address, and that the participant opts out of arbitration, postmarked within thirty (30) days after the date of the participant's Entry. An opt-out applies only to the participant who submits it and does not affect any other term of these Official Rules.

14. **MISCELLANEOUS**:

A. **PRIVACY**: Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at http://www.marcustheatres.com/Privacy/. In the event of a conflict between these Official Rules and such Privacy Policy with respect to the collection, use, disclosure, or retention of personal information, Sponsor's Privacy Policy will govern. By entering the Sweepstakes, each participant agrees to Sponsor's collection, storage, and use of the personal information submitted in connection with the Sweepstakes and acknowledges that they have read and accepted Sponsor's Privacy Policy. By entering the Sweepstakes, participant agrees that Sponsor may share participant's personal information with its Affiliates and/or another Sweepstakes Party 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 Sweepstakes Party, participant's personal information will be subject to that Sweepstakes Party's privacy policy and terms of service (if applicable), and such participant agrees to receive email communication from that Sweepstakes Party. 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. **SURVIVAL**: The provisions of these Official Rules that by their nature are intended to survive, including Sections 8 through 13 and the releases, indemnities, limitations of liability, arbitration agreement, and Class Action Waiver contained herein, will survive the termination, cancellation, or completion of the Sweepstakes and the awarding or forfeiture of the Prize.

D. **RULES CONTROL**: These Official Rules govern the Sweepstakes. In the event of any discrepancy or inconsistency between these Official Rules and any other Sweepstakes-related material, including any print, online, in-property, email, social media, or other advertising or promotional material, any entry form or website content, and any instruction, statement, or interpretation given by any employee, agent, or representative of any Sweepstakes Party, these Official Rules will prevail, govern, and control to the fullest extent permitted by applicable law, except as provided in Section 14.A with respect to the Privacy Policy and in Section 13 with respect to dispute resolution. Each Sweepstakes Party is an intended third-party beneficiary of these Official Rules.

E. **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 Sweepstakes 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. Except as provided in Section 13, any claim arising under or in connection with the Sweepstakes must be brought exclusively in the state or federal courts located in the State of Wisconsin, and each participant irrevocably consents to the personal jurisdiction of, and venue in, those courts.

F. **NO INJUNCTIVE RELIEF**: BY ENTERING INTO THE SWEEPSTAKES, EACH ENTRANT UNDERSTANDS AND AGREES THAT HE/SHE/THEY WILL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION OR EXPLOITATION OF THE PROMOTION OF THE MOTION PICTURE “I PLAY ROCKY” OR ANY OTHER MOVIE, PRODUCTION OR PROJECT OF MGM OR ANY OF ITS AFFILIATES.