



MARCUS THEATRES UNDERWATER PRIZE PACK 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 ("Sponsor").

2. **ENTRY PERIOD:** The Marcus Theatres Underwater Prize Pack Sweepstakes (the "Sweepstakes") entry period begins May 15, 2023, at 12:01 AM Central Daylight Time ("CDT") and ends June 3, 2023 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, participants may enter the Sweepstakes online by completing the Entry form located at [MarcusTheatres.com/UnderwaterSweeps](https://www.MarcusTheatres.com/UnderwaterSweeps) (each an "Entry"). Limit one (1) Entry per participant during the Entry Period (the "Entry Limit").

Entries that exceed the Entry Limit are void. Entries 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 legal residents of Arkansas, Colorado, Georgia, Illinois, Iowa, Kentucky, Louisiana, Minnesota, Missouri, Nebraska, North Dakota, New York, 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 (collectively, its "Affiliates"), including, without limitation, (a) Marcus Hotels, Inc. and The Marcus Corporation, (b) ABC, Inc. d/b/a Walt Disney Studios Motion Pictures ("Disney"), its parent, affiliated companies and subsidiaries, and (c) any advertising, fulfillment, and promotional agencies affiliated with those companies including without limitation, the immediate family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win (each 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 is contingent upon fulfilling all requirements set forth in these Official Rules.

5. PRIZE:

Prize: Prize pack is available to be won that includes the following elements: One (1) The Little Mermaid 11in. Doll (ARV: \$35); The Little Mermaid Ear Headband (ARV: \$35); The Little Mermaid Loungefly Mini Backpack (ARV: \$85); The Little Mermaid Ursula Limited Release Pin (ARV: \$15); The Little Mermaid Tapestry Throw (ARV: \$75); The Little Mermaid Tumbler with Straw (ARV: \$23); The Little Mermaid Hip Pack (ARV: \$40); The Little Mermaid Journal (ARV: \$30); The Little Mermaid: Make A Splash book (ARV: \$18); The Little Mermaid: Against the Tide book (ARV: \$19). Total approximate retail value of Prize is \$375.00.

Approximate retail value (ARV) as stated above represents Sponsor's good faith determination of the ARV of the applicable Prize. Exact items in prize packs will be determined by Sponsor in its sole discretion. No additional retail value is associated with signed collectable items. Sponsor makes no representation as to which particular talent may sign any collectible items. Gift cards may be subject to additional terms and conditions. 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 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, Sponsor 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 a 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 a 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: Sponsor will select one (1) potential winner in a random drawing on or about June 5, 2023 from among all eligible Entries received.

7. WINNER: The winner will be notified on or about June 5, 2023 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. Any portion of a 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 the 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 ("Official Rules"). If Sponsor is unable to confirm a winner, at Sponsor's option, a 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 – Marcus Theatres Underwater Prize Pack Sweepstakes.

8. CONDITIONS, DISCLAIMERS AND LICENSE: By entering this 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) 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 a Prize or parts thereof; or participation in any prize related activity; (4) winner's acceptance of a Prize constitutes the grant of an unconditional right to Sponsor and its 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 a 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) in the event that any dispute arises regarding the meaning or interpretation of these Official Rules, 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; PARTICIPANTS WAIVE ALL RIGHTS TO BRING OR PARTICIPATE AS A PARTY IN A CLASS ACTION

LAWSUIT WITH REGARD TO THE SWEEPSTAKES AND ANY PRIZE AWARDED HEREUNDER; (8) by entering this 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 from the Sweepstakes, these Official Rules, and its determination of the qualifiers and winner is final and binding. In the event a question arises regarding a 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.

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. If, for any reason, Sponsor is not capable of running the Sweepstakes or able to supply a Prize 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 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 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 MarcusTheatres.com/UnderwaterSweepsRules 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 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 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 Sweepstakes Party shall be liable to winner or any other 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 or its Affiliates' sole control.

IN NO EVENT WILL ANY SWEEPSTAKES 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, 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.

10. RELEASE AND INDEMNIFICATION: BY ENTERING THE SWEEPSTAKES, PARTICIPANTS RELEASE AND HOLD THE SWEEPSTAKES 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/>. Disney is not a sponsor of this Sweepstakes, and is not responsible for the collection, submission or processing of Entries, and the administration of the Sweepstakes, or the selection of the winner. Entrants are supplying their information to Sponsor and not to Disney. 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. Any claim arising under or in connection with the Sweepstakes must be brought in a court of competent jurisdiction sitting in Milwaukee County, Wisconsin.

ABC, Inc. d/b/a Walt Disney Studios Motion Pictures and its parent, affiliates, and subsidiaries are a Prize Provider only and are not a Sponsor and are not responsible for the promotion, administration, or execution of this Sweepstakes.

Abbreviated Rules: No purchase necessary. Open to residents of AR, CO, GA, IL, IA, KY, LA, MN, MO, NE, ND, NY, OH, PA, TX, VA, WI; 18/19+. Void where prohibited. Sweepstakes begins on 5/15/2023 and ends 6/3/2023. Limit one entry per person. Subject to Official Rules MarcusTheatres.com/UnderwaterSweepsRules

Sponsor: Marcus Theatres, 100 East Wisconsin Avenue, Suite 2000, Milwaukee, Wisconsin 53202.

- **IF POSTING TO SOCIAL MEDIA, ADD:** This Promotion is in no way sponsored, endorsed or administered by, or associated with, SOCIAL MEDIA PLATFORM. Entrants are providing information to Sponsor and not to SOCIAL MEDIA PLATFORM.