

## ***Moulin Rouge! The Musical* Denver Lucky Seat Sweepstakes Official Rules**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR PARTICIPATE IN A LUCKY SEAT SWEEPSTAKES. YOU MAY ENTER A LUCKY SEAT SWEEPSTAKES FOR A CHANCE TO PURCHASE THE NUMBER OF TICKETS YOU REQUESTED (A MAXIMUM OF **TWO (2)** TICKETS) AT **\$45.00** PER TICKET (INCLUSIVE OF A \$5.00 PER TICKET SERVICE CHARGE AND A \$4.00 PER TICKET LOCAL TAX) TO ANY ONE OR MORE PERFORMANCES OF ***MOULIN ROUGE! THE MUSICAL*** AT THE BUELL THEATRE IN DENVER, COLORADO (each, a "Performance" and collectively, the "Performances").

A SEPARATE LUCKY SEAT SWEEPSTAKES WILL BE HELD FOR EACH PERFORMANCE. YOU MAY ENTER ONE OR MORE LUCKY SEAT SWEEPSTAKES BUT MAY WIN ONLY ONE OF THE LUCKY SEAT SWEEPSTAKES FOR ONE PERFORMANCE. WINNERS ARE SELECTED AT RANDOM. PRIZES HAVE NO CASH VALUE.

SPONSOR INFORMATION. The ***Moulin Rouge! The Musical* Denver** Lucky Seat Sweepstakes (each Lucky Seat sweepstakes conducted with respect to a Performance, a "Sweepstakes" and all such Lucky Seat sweepstakes conducted for the Performances, collectively, the "Sweepstakes") is sponsored by Lucky Seat, LLC d/b/a Lucky Seat (the "Sponsor"), having its principal place of business at 246 W 44<sup>th</sup> St, New York, NY 10036.

ELIGIBILITY: Persons 18 years or older may enter a Sweepstakes. 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 Sweepstakes. 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 Sweepstakes through the web page <https://www.luckyseat.com/dash/shows/moulinrouge!themusical-denver-2022May> (the "Sweepstakes Site"). If an entrant would like to enter the Sweepstakes through the Sweepstakes Site, they must first register for a Lucky Seat account at <https://www.luckyseat.com> ("Luckyseat.com") and follow all the steps and complete all required fields at the signup page on Luckyseat.com. After creating an account, prospective entrants will need to respond to an email in order to finalize their account registration. After the entrant has completed their account registration, the entrant may login to Luckyseat.com and enter the Sweepstakes at the Sweepstakes Site by completing all of the required fields and checking the CAPTCHA security box (if any) on the Sweepstakes Site, and submitting the entry. Lottery entrants entering via the Lottery Site may enter the Lottery for any single Performance, any combination of Performances, or for all Performances made available for entry on the Lottery Site, but are limited to winning the Prize (as defined below) solely for one Performance. The Lottery for each Performance will only accept entries during the time period posted on the Lottery Site. An entrant may also choose to demonstrate an intent to (i) share his/her entry in a Sweepstakes on Facebook and/or Twitter, and/or (ii) follow Lucky Seat on Instagram in order to double, triple, or quadruple the entrant's chances of winning. Entrant will receive two (2) entries for each Sweepstakes if they do any of the following

(each a “multiplying action” and collectively, the “multiplying actions”): (i) check a box on the entry form indicating his or her intention to share on Facebook, (ii) check a box on the entry form indicating his or her intention to follow Lucky Seat on Instagram, or (iii) check a box on the entry form indicating his or her intention to share on Twitter. Entrant will receive three (3) entries for each Sweepstakes if they do any two (2) of the multiplying actions. Entrant will receive four (4) entries for the requested Sweepstakes if they do all three (3) of the multiplying actions.

- (2) VIA REGULAR MAIL: Entrants may also enter a Sweepstakes for any designated Performance(s) by mailing an entry letter to Lucky Seat, LLC d/b/a Lucky Seat, 246 W 44<sup>th</sup> St, New York, NY 10036, Attn: ***Moulin Rouge! The Musical Denver*** Sweepstakes. Each such entry letter must set forth entrant’s first name, entrant’s last name, email address, zip code, mobile phone number (optional), a statement confirming that entrant is at least 18 years old, as well as the requested Performance date(s) and time(s) and number of tickets requested for each such Performance. Any entrant furnishing a mobile phone number who wishes to receive SMS notification if he/she has won the Sweepstakes must also write in the entry letter, “I wish to be advised by text if I’ve won, and I agree that the phone number I’ve provided may be used for that purpose.” An entrant may also choose to include statements in the entry letter indicating the entrant’s intention to tell one or more friends about the Sweepstakes in order to double, triple, or quadruple the entrant’s chances of winning, as follows: (i) Entrant will receive two (2) entries for the requested Sweepstakes if they write in the entry letter, “I intend to tell a friend about this Lucky Seat Sweepstakes”; (ii) Entrant will receive three (3) entries for the requested Sweepstakes if they also write in the entry letter, “I intend to tell two friends about this Lucky Seat Sweepstakes”; and (iii) Entrant will receive four (4) entries for the requested Sweepstakes if they write in the entry letter, “I intend to tell three (3) friends about this Lucky Seat Sweepstakes”. One entrant per letter. **Entries must be received before 10:30 a.m. MT on June 7, 2022 for performances June 9-12, 2022. Entries must be received before 10:30 a.m. MT on June 10, 2022 for performances June 14-19, 2022. Entries must be received before 10:30 a.m. MT on June 17, 2022 for performances June 21-26, 2022.**

Regardless of the means of entry, there is a limit of one (1) entry per person per Performance (i.e., per Sweepstakes), and each winning entrant shall receive the right to purchase the number of tickets such entrant requested (a maximum of **two (2)** tickets) for the designated Performance for which the entrant submitted a Sweepstakes entry and won. Once an Entrant has been notified, she/he is a winner for any of the Performances, that Entrant will no longer be eligible to win for any other Performances. Entrant’s original entry may be multiplied for the purposes of the drawing if certain actions are taken as defined on the Sweepstakes Site and/or in these Rules. When a multiplying action is taken, only the original entry is multiplied, even if more than one multiplying action is taken. “Double/Triple/etc. your chances” refers to the entrant’s original chances upon single entry and not to the odds when all extra entries are included. Use of automated entry devices or programs is prohibited. Proof of entrant’s submission of information (whether entering on the Sweepstakes Site 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 Sweepstakes 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 Sweepstakes by the same entrant for the same Performance are not permitted (excluding multiplying actions as described above), and entrants submitting multiple

entries for the same Performance, and entries utilizing disposable email addresses, will be disqualified. Incomplete online or mail-in entries will be disqualified, including the failure to include on the entry the following: (i) the entrant's first name, last name, email address, zip code, confirmation that entrant is at least 18 years of age, and the number of tickets requested for each Performance requested, and (ii) the specific Performance, or in the event entrant is seeking to enter a Sweepstakes for two or more Performances, the specific Performance(s) requested (including date(s) and time(s)), and other required fields). The total number of tickets available for purchase through any Sweepstakes for each Performance may vary, but in no event shall there be fewer than **two (2)** tickets available for purchase for any performance via each Sweepstakes (the "Minimum"). The number of tickets to be sold through a Sweepstakes 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 and producer of the Show (as referenced below).

**PRIZE:** Each winning entrant of a Sweepstakes shall be entitled to purchase the number of tickets such entrant requested (a maximum of **two (2)** tickets) at the price of **\$45.00** per ticket (inclusive of a \$5.00 per ticket service charge and a \$4.00 per ticket sales tax) to ***Moulin Rouge! The Musical*** (the "Show") at **The Buell Theatre** (the "Theatre") in **Denver, Colorado** for the specific Performance to which that Sweepstakes applies and for which the entrant submitted a Sweepstakes 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 Sweepstakes, is not assignable or transferable and may not be resold, subject to applicable law. A winner purchasing multiple 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; NOTIFICATIONS; CLAIMING PRIZES:** The potential Prize winners for each Sweepstakes will be selected in a random electronic drawing from all eligible entries received for that Sweepstakes. **The drawing for performances June 9-12, 2022 will begin at approximately 11:00 a.m. MT on June 7, 2022. The drawing for performances June 14-19, 2022 will begin at approximately 11:00 a.m. MT on June 10, 2022. The drawing for performances June 21-26, 2022 will begin at approximately 11:00 a.m. MT on June 17, 2022.** All winners who entered on the Sweepstakes Site or by mail will be notified via email notification. If a winning entrant submitted an entry on the Sweepstakes Site or by mail, and consented on such entry form to receiving Sweepstakes-related texts, she/he will also receive a winner's notification via SMS text message. The winner's email notification will include instructions on how to purchase online with a valid credit card or other purchase method approved by Sponsor. **Notifications for performances June 9-12, 2022 will begin at approximately 11:00 a.m. MT on June 7, 2022. Notifications for performances June 14-19, 2022 will begin at approximately 11:00 a.m. MT on June 10, 2022. Notifications for performances June 21-26, 2022 will begin at approximately 11:00 a.m. MT on June 17, 2022.** A winning entrant must claim his/her tickets by purchasing them by the deadline posted in the notification email. If a winner does not claim their Prize before the deadline stated in their respective notification email, an alternate winner may be selected. Only the person who entered the Sweepstakes and won may claim the Prize, purchase tickets for that Sweepstakes' designated Performance, and pick up or receive the tickets. A valid, un-expired photo identification of the winner may be required to claim the Prize and to purchase and pick up tickets. Unclaimed tickets (i.e., tickets not timely purchased) will be released and may be offered to another entrant for the applicable Sweepstakes 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 Sweepstakes.

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 Sweepstakes. The Sponsor is not required to notify a potential Prize winner more than once.

The seat locations of purchased tickets may be anywhere in the Theatre and may have a partial, restricted, and/or obstructed view of the stage. A winner purchasing tickets may not necessarily receive seats that are next to one another. Seats may be located anywhere in the Theatre. Winners who require accessible seating or other special accommodations should contact us at [help@luckyseat.com](mailto:help@luckyseat.com) for assistance.

**CONDITIONS, DISCLAIMERS, AND LICENSE:** By entering a Sweepstakes, 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 Sweepstakes), 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 Sweepstakes) for any reason, or such entrant's or winner's inability to accept the Prize for any reason, such individual's entry may be disqualified and/or the Prize and/or any ticket purchased by a winner of the Prize through the Sweepstakes 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.

All Prize Winners and ticketholders are required to abide by the COVID-19 protocols posted at <https://www.artscomplex.com/plan-your-visit/covid19-guidelines>. Winners who require special accommodations should contact us at [help@luckyseat.com](mailto:help@luckyseat.com) for assistance.

An inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By attending a Performance, you assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting COVID-19 or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether occurring before, during, or after the event, however caused or contracted, and voluntarily waive all claims and potential claims against Lucky Seat, The Buell Theatre, Arts Complex Denver, the Theater, the Presenter, the Event, the Event Producers, and their respective parents, affiliates, subsidiaries, sponsors, successors and assigns and their respective officers, employees, contractors and agents.

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 Sweepstakes. Although the Sponsor attempts to ensure the integrity of the Sweepstakes, the Sponsor is not responsible for the actions of entrants or other individuals in connection with the Sweepstakes, including entrants' or other individuals' attempts to circumvent the Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. 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 Sweepstakes or downloading materials from or using the Sweepstakes Site. If, for any reason, a Sweepstakes 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 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 Sweepstakes, 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 Sweepstakes, and in its sole discretion to select any one or more new potential winners from among all eligible entries received for such Sweepstakes 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 any Sweepstakes, the Sponsor reserves the right to cancel or modify such Sweepstakes appropriately. Notwithstanding anything to the contrary in these Rules, Sponsor reserves the right to discontinue or suspend any Sweepstakes at any time for any reason or no reason.

By entering a Sweepstakes 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 Sweepstakes and similar promotions without compensation and the winner and guest may be required to provide a signed release acknowledging such consent, unless restricted by law. Moreover, by entering a Sweepstakes, 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 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 Sweepstakes 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 Sweepstakes and agrees to Sponsor's use of entrant's information for the purpose of contacting entrant in relation to the Sweepstakes. For the avoidance of doubt, entrants are providing information to the Sponsor. The Sponsor (and any entity with which Sponsor or any entity comprising Sponsor has an agreement or arrangement to jointly operate a digital lottery or sweepstakes business (a "Joint Operator")), the presenter and producer of the Show, and their respective affiliates, 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 Sweepstakes entered).

**RELEASE AND INDEMNIFICATION:** By entering a Sweepstakes, 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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes to be conducted for any reason; (b) the actions of entrants or any other individuals in connection with any Sweepstakes; (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 Sweepstakes; (d) any loss or disclosure of entry registration data; (e) any one or more of the Sweepstakes or participation in any Sweepstakes-related activity; or (f) acceptance, possession, use, or misuse of any Prize awarded in connection with any Sweepstakes (including any ticket purchased by a Sweepstakes winner), including without limitation claims based on negligence, breach of contract or liability for physical injury, death, or property damage.

**LIMITATION OF LIABILITY:** The Sweepstakes, all Prizes, all tickets purchased by a Sweepstakes winner and all materials provided on the Sweepstakes Site or through the Sweepstakes (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 SWEEPSTAKES, 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 SWEEPSTAKES, OR ANY PRIZE AWARDED, WHETHER BETWEEN SUCH ENTRANT AND EITHER THE SPONSOR, JOINT OPERATOR, 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.