

DALLAS SUMMER MUSICALS MERCHANDISE SWEEPSTAKES

Please read these rules before entering the Sweepstakes. By entering and participating in the Sweepstakes, Entrant agrees to be bound by these Official Rules and represents that Entrant satisfies all of the eligibility requirements set forth below.

Official Rules

1. ELIGIBILITY: NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASING A PRODUCT OR SERVICE WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING. Open only to legal residents of the United States, and the District of Columbia who are at least eighteen (18) years old on the date of entry into this sweepstakes (the "Sweepstakes"), have an Instagram account, and are following @dsmusicals on Instagram (each, an "Entrant" or collectively the "Entrants"). The following persons are not eligible to participate in this Sweepstakes or be awarded a Prize (as defined below) or to use the Prize: Employees, officers and directors of the Excluded Entities (as defined below), as well as their immediate family members (including their spouses, siblings, children and parents, regardless of where they live or whether they are related by blood or law) or members of the same households (whether related by blood or law or not). The "Excluded Entities" shall mean: Dallas Summer Musicals, Inc. (dba Dallas Summer Musicals) (the "Sponsor") and its parent and affiliated companies, agents, franchisees, licensees, successors and assigns, distributors, sponsors, vendors and suppliers; Sponsor's advertising, marketing and promotions agencies; and the Prize Provider (as set forth in Section 11 below) and any other individual or company involved in the development or execution of this Sweepstakes. All federal, state and local laws, rules and regulations of the United States apply. This Sweepstakes is void in Puerto Rico and any other US territory and/or possession located outside of the United States, the District of Columbia, and wherever else prohibited by law.

2. SWEEPSTAKES PERIOD: The Sweepstakes begins at 10:00 a.m. CT on September 24, 2019 and ends at 11:59 p.m. CT on September 30, 2019 (the "Sweepstakes Period"). Sponsor's clock is the official time-keeping device for the Sweepstakes.

3. METHOD OF ENTRY: Sponsor will post one (1) image on Sponsor's Instagram account, available at <https://www.instagram.com/dsmusicals/> or @dsmusicals on the Instagram app, on or about 10:00 a.m. CT on September 24, 2019 (the "Post") that advertises a chance to win one (1) Prize (as defined below). To gain one (1) entry for a chance to win the Prize, you must access Instagram through your Instagram account and follow the links and instructions to become a follower of @dsmusicals (if you are not already following this account). Next, go to the Post and post a reply that adheres to the Content Guidelines and Restrictions below before the deadline specified in the applicable Post. You must have an Instagram account to enter. If you do not have an Instagram account, you can register for free at <https://www.instagram.com/accounts/emailsignup/>. You can access Instagram for free through a web browser or with the free Instagram mobile app. Only one (1) entry per person per Instagram account. Any attempt by an Entrant to obtain more than one (1) entry per person per Instagram account during the Sweepstakes Period, including by using multiple/different accounts and/or any other method employed to circumvent the letter and spirit of these Official Rules, may result in disqualification of that Entrant from participation in this Sweepstakes. The Sponsor will not verify receipt of Entries into the Sweepstakes. All entry information, captions, photos and videos that are posted by Entrant related to the Post shall be collectively referred to herein as the "Entry." Each Entry must comply with the Content Guidelines and Restrictions defined below. By entering the Sweepstakes, each Entrant agrees that its Entry will conform to the Content Guidelines and Restrictions below and that Sponsor, in its sole discretion, may remove any Entry and disqualify an Entrant from the Sweepstakes if it believes, in its sole discretion, that the Entrant's Entry fails to conform to the Content Guidelines and Restrictions.

Content Guidelines and Restrictions:

- The Entry must be in English;
- All Entries must be posted by 11:59 p.m. ET on September 30, 2019.

- The Entry must include tags of two (2) of Entrant's Instagram's friends and include #sweepstakes. Any and all other text, including hashtags, or other items as may be requested in the Post;
- Including any text, tags, or hashtags other than those mentioned above in an Entry, or any other text which may be requested by the Post, will not increase Entrant's odds of winning;
- The Entry must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Entry must not disparage Sponsor or any other person or party;
- The Entry must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where the Entry is created;
- The Entry must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Sweepstakes.

By posting an Entry via Instagram, each Entrant warrants and represents the following with respect to his/her Entry: (a) Entrant agrees that his or her Entry conforms to the Content Guidelines and Restrictions, and that Sponsor, in its sole discretion, may remove Entrant's Entry and disqualify Entrant from Sweepstakes if it believes that Entrant's Entry fails to conform to the Content Guidelines and Restrictions, (b) Entrant is the sole and exclusive owner of the Entry; (c) the Entry is Entrant's own creation; (d) the Entrant will not infringe on any rights of any third parties; and (e) any third parties appearing in the Entry have given Entrant appropriate written consent (which shall be provided to Sponsor upon request thereof) to be photographed and used as permitted herein.

Posting an Entry constitutes Entrant's consent to give Sponsor and its licensees, designees and assigns a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, for any lawful purpose including without limitation for promotional or marketing purposes. Posting an Entry also constitutes Entrant's agreement to refrain from distributing, publishing, displaying or selling Entrant's Entry, in whole or in part, except as specifically permitted under these Official Rules without receiving prior written approval from Sponsor.

4. WINNING/ODDS: The odds of winning are contingent upon the number of qualified Entries received by Sponsor during the Sweepstakes Period. On or about 10:00 a.m. CT on October 1, 2019, a random drawing will be conducted by Sponsor from amongst all eligible Entries received during the Sweepstakes Period to choose one (1) potential Prize winner ("Potential Winner") for the Prize. The Potential Winner will be required to complete and return the Required Documents as set forth below in order to become the ultimate winner ("Winner").

5. PRIZE: One (1) prize will be awarded (the "Prize"), and will consist of assorted Dallas Summer Musicals merchandise.

The Approximate Retail Value of the Prize is \$20 U.S. Dollars. Actual retail value may vary. Winner will not receive difference between approximate and actual retail value. **NO PRIZE SUBSTITUTION WHATSOEVER BY POTENTIAL WINNER.** Sponsor reserves the right to substitute any portion of any Prize with a prize of equal or greater value. Prize is non-transferable; no cash redemptions, exchanges or resales allowed except in the Sponsor's sole discretion. The value of a Prize is taxable in the United States as ordinary income to the Winner who is solely responsible for the payment of all taxes levied, including, but not limited to federal, state and local income and/or gift taxes. All unspecified costs and expenses associated with the acceptance or use of the Prize are the sole responsibility of Winner. Unclaimed Prizes will not be awarded.

6. WINNER SELECTION/NOTIFICATION: Each Potential Winner will be notified by Instagram Direct Message on or about October 1, 2019 on or about 10:00 a.m. CT (“Notification”). Each Potential Winner must respond by Instagram Direct Message, telephone or email to the Notification (as instructed in such Notification) within two (2) business days after Notification is placed or sent (Sponsor will retain time stamp of all written communications), indicating that he/she is eligible and intends to accept and use the Prize. If Potential Winner does not respond in accordance with these Official Rules, or if he/she is otherwise ineligible as determined by the Sponsor in its sole discretion, an alternate Potential Winner may be selected from among the remaining eligible Entries received during the Sweepstakes Period, and he/she will be notified as outlined above. Where required by law, rule or ordinance, the notification process will be undertaken by Sponsor until a Winner is determined. The Winner will be required to complete and return the Required Documents (as defined below) and to fulfill all other conditions and requirements listed herein.

7. PRIZE CLAIMS: Except where prohibited by law, in order to be the Winner, a Potential Winner must execute and return to Sponsor an affidavit of eligibility/liability/publicity release (the “Release”) and must also submit proof of identity consisting of a copy of government issued photo identification [e.g. a valid driver’s license or passport] (collectively, the “Required Documents”). Potential Winner must deliver the Required Documents to Sponsor in one of two (2) ways: (1) via Facsimile or email (a facsimile number or email address will be provided by Sponsor) or (2) by mailing the Required Documents to Sponsor at the address set forth in Section 10 below. The Required Documents are to be postmarked, in the case of postal mail, or time stamped, in the case of email or facsimile no later than four (4) business days after Sponsor sends the blank Release to the Potential Winner. In Sponsor’s sole discretion, a Potential Winner will forfeit the right to claim a Prize and an alternate Potential Winner may be selected in accordance with these Official Rules from among the remaining eligible entries for that Prize if the selected Potential Winner (i) fails to verify eligibility for the Prize in the time required by these rules, (ii) fails to return Required Documents within four (4) business days after Sponsor sends the blank Release to the Potential Winner, (iii) either fails to accept the Prize or declines the Prize (or advises that he/she cannot accept, receive or use a Prize pursuant to the conditions prescribed herein), or (iv) fails to comply with the Official Rules. By entering this Sweepstakes, each Entrant consents to Sponsor’s use of his/her name, image, likeness, picture, portrait, address (city and state), biographical information, voice and or any statements made by such Entrant regarding the Sweepstakes or Sponsor (regardless of method of production) for advertising and promotional purposes worldwide, in perpetuity, in any and all media now known or hereafter developed, without notice or additional compensation, except where prohibited by law. No more than the number of prizes set forth in these Official Rules will be awarded.

8. GENERAL: All federal, state and local taxes levied on account of a Winner are the sole responsibility of such Winner. In the event it is deemed during the verification process that a Potential Winner does not have a unique, personal and valid social security number, or has otherwise failed to fulfill any conditions or requirements under these Official Rules, such Potential Winner will be disqualified and will forfeit the Prize, and an alternate Potential Winner may be selected randomly. By participating in this Sweepstakes, Entrants agree: [a] to abide by, and be bound by, these Official Rules; [b] to release, discharge and hold harmless Sponsor, Prize Provider, Instagram, and each of their respective officers, directors, managers, employees, parents, subsidiaries, affiliates, agents, members, shareholders, insurers, servants, divisions, predecessors, sponsors, successors, representatives, dealers, distributors, advertising, Sweepstakes, and fulfillment agencies, including the consultants and legal advisors (collectively, the “Released Parties”) from and against any and all liability, losses, damages, rights, claims and actions of any kind including liability for personal injury or death resulting from the participation in this Sweepstakes or Winner’s acceptance, use or misuse of a prize awarded pursuant to these Official Rules; Winner assumes the risk associated with the participation in this Sweepstakes and the use of the Prize awarded; and [c] that the decisions of Sponsor relating to this Sweepstakes and the Prize shall be final and binding in all respects, including without limitation the interpretation of these Official Rules.

Released Parties shall not be liable for [i] electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction of this Sweepstakes; [ii] unauthorized access to or alterations of Entry materials; [iii] technical, network, telephone equipment,

electronic, computer, hardware or software malfunctions; and [iv] limitations of any kind or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof (including, without limitation, any damage to an Entrant's or any other person's computer relating to or resulting from entering or participating in the Sweepstakes).

Released Parties are not responsible for lost, late, incomplete, incorrect, damaged, misdirected, or illegible Entries or any condition caused by events beyond the control of the Released Parties that may cause the Sweepstakes to be disrupted, corrupted, postponed or cancelled (including any human or other error in the drafting or printing of these Rules). Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that the Entrant is attempting to undermine the legitimate operation of the Sweepstakes, including but not limited to, by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrant, Sponsor, or any Released Parties. Entries that contain false information, are incomplete, inaccurate, forged, defective, or made in ways not authorized hereunder, including those which have failed due to malfunction or failure of phones, phone lines, telephone systems or networks, server, providers, computer equipment, software or any combination thereof of any kind, any human error or otherwise, shall be void. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. If, for any reason whatsoever, this Sweepstakes, in Sponsor's sole opinion, is not capable of being executed in accordance with these Official Rules, including, but not limited to, by reason of infection by computer virus, tampering, fraud, technical failures, legal claims, prevailing law or judicial process, or any other cause which, in the Sponsor's sole judgment, corrupts, affects, or jeopardizes the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes, modify these Official Rules, and/or limit Entries to those submitted prior to the action taken by Sponsor, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. In the event of a dispute about the identity of an Entrant, the online Entry will be assigned to the Authorized Account Holder of the Instagram account used to submit the Entry.

"Authorized Account Holder" is defined as the natural person to whom an Instagram account is assigned by Instagram. Federal, state and local laws, rules and regulations may apply. Void where prohibited or to the extent restricted by law.

9. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES: BY ENTERING THE SWEEPSTAKES, ENTRANTS AGREE THAT (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES; AND (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEYS' FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE ARISING OUT OF ENTRANT'S ACCESS TO AND USE OF THE SERVICE AND/OR THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATES WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND THE PRIZE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR

IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ENTRANT. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. **SPONSOR and PRIZE PROVIDER:** Dallas Summer Musicals, Inc., 900 1st Avenue, Dallas, Texas 75210.

11. **WINNERS LIST REQUEST:** To receive a list of prize winner, send a self-addressed, stamped (business size) envelope (except that residents of Maine, Vermont and Tennessee may omit return postage) to: Dallas Summer Musicals Merchandise Sweepstakes Winners List, 900 1st Avenue, Dallas, Texas 75210, OH 45202, to be received by Sponsor on or before 6:00 p.m. ET on October 31, 2019.

12. **PRIVACY POLICY:** Without limitation to any advertising or promotional rights to be granted hereunder by the Winner, information collected from Entrants will be used to communicate with them regarding this Sweepstakes and for other lawful purposes in accordance with Sponsor's Privacy Policy available at <http://dallassummermusicals.org/privacy-policy/>.

13. **RULES:** You may also obtain a copy of these Official Rules by mailing a self-addressed stamped envelope (except that residents of Maine, Vermont and Tennessee may omit return postage) to: Dallas Summer Musicals Merchandise Sweepstakes Official Rules, 900 1st Avenue, Dallas, Texas 75210. A request for these Official Rules is to be received by Sponsor before 10:00 a.m. CT on October 1, 2019. This offer shall not be published without permission of the Sponsor.

14. **CHOICE OF LAW & DISPUTE RESOLUTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of New York, 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 or country's laws. The parties hereby consent to exclusive jurisdiction and venue of the courts located in New York County, New York in any action to enforce (or otherwise relating to) these Official Rules or relating to this Sweepstakes.

15. **INTELLECTUAL PROPERTY:** Dallas Summer Musicals is a service mark of Dallas Summer Musicals, Inc. or its subsidiaries. All other trademarks used herein are the property of their respective trademark owners. All rights Reserved.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM.