

Dallas Summer Musicals Broadway at Home 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 active Facebook or Instagram account (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. (d/b/a 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 10 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 Dallas Summer Musicals Broadway at Home Sweepstakes (the "Sweepstakes") begins at 11:00 a.m. CT on July 10, 2020 and ends at 11:59 p.m. CT on July 24, 2020 (the "Sweepstakes Period"). Sponsor's clock is the official time-keeping device for the Sweepstakes.

3. METHOD OF ENTRY: Enter the Sweepstakes during the Sweepstakes Period by one or both of the following methods:

(a) Entrant may enter the Sweepstakes by accessing Facebook through their Facebook account and navigating to the Dallas Summer Musicals page at <https://www.facebook.com/DallasSummerMusicals> (the "Facebook Page"). Next, during the Sweepstakes Period, Entrant may go to the post promoting this Sweepstakes (the "Facebook Post"), create an original photograph of themselves that adheres to the Content Guidelines and Restrictions below (each a "Facebook Submission"), and send the Facebook Submission to <https://www.facebook.com/DallasSummerMusicals> via Messenger to receive one (1) entry into the Sweepstakes. Each Facebook Submission delivered via Messenger, as well as each Instagram Submission, as defined below, submitted via Instagram, including any accompanying information, is an "Entry". Entrant must have a Facebook account to enter using this method. If Entrant does not have a Facebook account, they can register for free at <https://www.facebook.com/>. Entrant can access Facebook for free through a web browser, with the free Facebook mobile app and/or

(b) Entrant may enter the Sweepstakes by accessing Instagram through their Instagram account and navigating to the @dsmusicals page, available at <https://www.instagram.com/dsmusicals/> or @dsmusicals on the Instagram app (the "Instagram Page" and together with the Facebook Page, the "Entry Sites"). Next, during the Sweepstakes Period, Entrant may go to the post on the Instagram Page promoting this Sweepstakes (the "Instagram Post"), create an original photograph of themselves that adheres to the Content Guidelines and Restrictions below (each, an "Instagram Submission"), and send the original photograph to Sponsor via an Instagram Direct Message directed to @dsmusicals during the Sweepstakes Period to receive one (1) Entry into the Sweepstakes. Entrant must have an Instagram account to enter using this method. If Entrant does not have an Instagram account, they can register for free at <https://www.instagram.com/accounts/emailsignup/>. Entrant can access Instagram for free through a web browser or with the free Instagram mobile app.

By entering using either or both of the methods above, Entrant submits an Entry into the Sweepstakes, agrees to the Official Rules, and confirms that they are eligible to win Prize. Sponsor will post the same five (5) unique photographs on both Entry Sites, and Entrant may submit only one (1) Entry for each unique photograph, whether via Messenger or Instagram Direct Message, for a total of five (5) Entries.

All Entries must be submitted by 11:59 p.m. CT on July 24, 2020. Entries submitted via pseudonymous or fraudulent Facebook or Instagram accounts or completed on behalf of the Entrant by anyone other than the Entrant are void. No mechanical reproductions or automated entries will be accepted. In the event of more than five (5) Entries, the first five (5) Entries by an Entrant will be accepted and all other Entries from that Entrant will be deemed void. Any attempt by an Entrant to obtain more than five (5) Entries by using multiple/different Facebook or Instagram 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.

Sponsor may not verify receipt of Entries into the Sweepstakes. Each Entry must comply with the Content Guidelines and Restrictions defined below. By entering the Sweepstakes, each Entrant agrees that Entry conforms 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 for Entries:

- Each Entry must include Entrant;
- Each Entry must show a good faith effort on the part of Entrant to replicate one (1) photograph provided by Sponsor in either the Facebook Post or the Instagram post;
- Entrant must rely exclusively on physical costumes and props to create Entry and may not rely on photo editing software to add or remove objects, people, backgrounds, or overlays, or make other substantial edits to their Entry;
- Entrant may not engage in any harmful, dangerous, violent or illegal activities in the course of participating in this Sweepstakes;
- Including any images, videos, links, or other content in an Entry will not increase Entrant's odds of winning;
- 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;
- Entry must not include third party images, show or other brand names, service marks, trademarks, or copyrighted material;
- Entry must not disparage Sponsor or any other person or party;
- Entry must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous, as determined by Sponsor;
- 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, as determined by Sponsor;
- 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;
- Entry must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Sweepstakes.
- Entry must not create or imply any association between Sponsor and entrant or any other individual or entity or their products or services

By submitting an Entry, each Entrant further warrants and represents the following with respect to their Entry: (a) Entrant agrees that their Entry conforms to the Guidelines, and that Sponsor, in its sole discretion, may remove Entrant's Entry and disqualify Entrant from the Sweepstakes if it believes that Entrant's Entry fails to conform to the Guidelines, (b) Entrant is the sole and exclusive owner of the Entry; (c) the Entry is Entrant's own creation; (d) the Entry will not infringe on any rights of any third parties; (e) Entrant's participation in Sweepstakes will not violate any agreement to which

Entrant is a party, and (f) any third parties appearing in the Entry are at least the age of majority in their jurisdiction of residence, or in the case of a minor, have the permission of their parent or guardian to appear, and have, or their parent or guardian has, given Entrant appropriate written consent (which shall be provided to Sponsor upon request thereof) to be included in Entry and for their appearance in the Entry to be used as permitted herein. If others appear in the Entry with Entrant, only Entrant, as the individual submitting Entry in accordance with these Official Rules, will be entered into the Sweepstakes and eligible to win Prize.

Providing an Entry constitutes Entrant's agreement that such Entry and any copyrights, trademarks, or other intellectual property therein, become the sole property of Sponsor and will not be returned. Each Entrant hereby grants, transfers, assigns, and conveys all right, title, interest, ownership, and all subsidiary rights in and to their Entry, including all copyrights therein, throughout the world, in perpetuity, to Sponsor. Accordingly, Sponsor shall have an irrevocable, unlimited, unrestricted, perpetual, right to use, reproduce, modify, publish, create derivative works from, and display such Entries in whole or in part, on a worldwide basis, with or without identification of the Entrant or any authors of the Entry, in whatever form and in whatever circumstances Sponsor sees fit, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes. Further, each Entrant consents to Sponsor doing (or omitting to do) any acts in respect of the Entry which may otherwise constitute an infringement of the Entrant's moral rights, to the fullest extent permitted by law. Winner agrees to execute such further documents as may be required to give effect to the assignment set forth herein. Entrants agree that entering the Sweepstakes may affect his/her legal rights, including, but not limited to, each Entrant's ability to obtain copyright registration or other intellectual property or proprietary rights with respect to the information and materials disclosed in the Entry. Entrants agree that Sponsor has not induced any Entrant to enter the Sweepstakes, and is not responsible or liable to any Entrant for any loss of right suffered by any Entrant for entering the Sweepstakes.

Sending 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 Sweepstakes Rules without receiving prior written approval from Sponsor.

All Entrants must have a valid email address. No automated entry devices and/or programs permitted. All Entries become the sole and exclusive property of the Sponsor and receipt of Entries will not be acknowledged or returned. Sponsor may distribute or publish Entries, in whole or in part, at its discretion. Sponsor is not responsible for overlooked, lost, late, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled Entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed Entries are eligible. Proof of submission of an Entry will not be deemed to be proof of receipt by Sponsor.

Each Entrant acknowledges that other Entrants may have used ideas and/or concepts in their Entry that may be similar in idea or concept to what is included in Entrant's Entry. Each Entrant understands and agrees that they shall not have any claim against any other Entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Sweepstakes, including, but not limited to, interpretation and application of these Official Rules. By entering the Sweepstakes, Entrants fully and unconditionally agree to be bound by these rules and the decisions of Sponsor.

4. DRAW/ODDS: The odds of winning are contingent upon the number of qualified entries submitted by each Entrant and the total number of qualified Entries from all Entrants that are received by Sponsor during the Sweepstakes Period. On or about July 27, 2020, 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"). Potential Winner will be required to complete and return the Required Documents and complete the Prize Claim conditions as set forth below in order to be declared an official winner ("Winner").

5. PRIZES:

One (1) prize will be awarded ("Prize"), consisting of a \$150 Dallas Summer Musicals gift certificate,

The Dallas Summer Musicals gift certificate is valid for five (5) years from the date that it is issued to Winner and cannot be combined with any other offer. The gift certificate is only redeemable by phone or in person and may only be used for purchasing tickets to Dallas Summer Musicals presentations at the Dallas Summer Musicals box office.

The Approximate Retail Value of Prize is \$150. All amounts are in United States 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 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 meals, gratuities, travel and any other unspecified costs and expenses associated with the acceptance or use of the Prize are the sole responsibility of Winner. Prize will not be awarded if not claimed.

6. WINNER SELECTION/NOTIFICATION: Potential Winner will be notified via Messenger or Instagram Direct Message or Messenger, as applicable, on or before July 27, 2020 at 6:00 p.m. CT ("Notification"). Potential Winner must respond as instructed in such Notification within two (2) business days after Notification is placed or sent (Sponsor will retain time stamp of Messenger or Instagram messages, telephone and email transmissions), indicating that they are eligible and intend to accept and use Prize. If Potential Winner does not respond in accordance with these Official Rules, or if they are 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 they will be notified as outlined above. Where required by law, rule or ordinance, the notification process will be undertaken by Sponsor until Winner is determined. 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 a 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 via Facsimile or email (a facsimile number or email address will be provided by Sponsor). 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 five (5) business days after Sponsor sends the blank Release to 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 five (5) business days after Sponsor sends the blank Release to 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 Winner are the sole responsibility of 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, Facebook, Instagram, Dallas Center for the Performing Arts Foundation, Inc., Dallas Summer Musicals Management, Inc., John Gore Theatrical Group, Inc., the producers of any theatrical production referenced or associated with the Sweepstakes, 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; each Winner assumes the risk associated with the participation in this Sweepstakes and the use of any Prize awarded; and [c] that the decisions of Sponsor relating to this Sweepstakes and the Prizes 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 or downloading materials from any Entry Site).

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 Facebook or Instagram account used to submit the Entry.

“Authorized Account Holder” is defined as the natural person to whom an Instagram, Facebook, or Messenger account is assigned by Instagram or Facebook, as applicable. 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 PRIZES 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 ALL PRIZES 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., 909 1st Ave, Dallas, TX 75210.

11. WINNERS LIST REQUEST: To receive a list of prize winners, send a self-addressed, stamped (business size) envelope (except that residents of Maine, Vermont and Tennessee may omit return postage) to: Dallas Summer Musicals Broadway at Home Sweepstakes Winners List, 909 1st Ave, Dallas, TX 75210, to be received by Sponsor on or before 6:00 p.m. CT on August 24, 2020.

12. PRIVACY POLICY: Without limitation to any advertising or promotional rights to be granted hereunder by each Winner, information collected from Entrants will be used to communicate with them regarding this Sweepstakes, prize fulfillment 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 sending a message to that effect to <https://www.facebook.com/DallasSummerMusicals> on Messenger or @dsmusicals on Instagram and including your email address on or before 11:59 p.m. CT on July 24, 2020.

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 Texas, 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 Dallas, Texas in any action to enforce (or otherwise relating to) these Official Rules or relating to this Sweepstakes.

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