

## WHARTON CENTER WIN A TRIP TO NYC 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 State of Michigan who are at least eighteen (18) years old on the date of entry into the Sweepstakes (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: Wharton Center for the Performing Arts, a unit of Michigan State University (the "Sponsor"), Prize Provider (as set forth in Section 11 below), and their parent and affiliated companies, agents, franchisees, licensees, successors and assigns, distributors, sponsors, vendors and suppliers; Sponsor's advertising, marketing and promotions agencies; 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 outside of the State of Michigan and wherever else prohibited by law.

**2. SWEEPSTAKES PERIOD:** The [INSERT SWEEPSTAKES TITLE] (the "Sweepstakes") begins at 12:00 a.m. ET on July 8, 2024 and ends at 11:59 p.m. ET on August 9, 2024 (the "Sweepstakes Period"). Sponsor's clock is the official time-keeping device for the Sweepstakes.

**3. METHOD OF ENTRY:** Enter the sweepstakes via one of the following methods:

- (i) Enter the Sweepstakes by going to the website at <https://whartonseason.com> and following the links and instructions for purchasing a new subscription to the 2024/2025 Wharton Broadway Season during the Sweepstakes Period.
- (ii) Eligible Wharton Broadway Series subscribers who have renewed their subscription for the 2024/2025 Broadway Season by the end of the Sweepstakes Period will be automatically entered for a chance to win the Prize.
- (iii) VIA REGULAR MAIL: Entrants may enter the Sweepstakes without making any purchase by mailing an entry letter to Sponsor, Attn: Win a Trip to NYC Sweepstakes c/o Ryonn Clute, 750 East Shaw Lane, East Lansing, Michigan 48824. Each such entry letter must set forth entrant's first name, entrant's last name, email address, complete mailing address, phone number, and a statement confirming that entrant is at least 18 years old. One entrant per letter, which must be received during the Sweepstakes Period.

All entries must be received by Sponsor during the Sweepstakes Period. Entries submitted or completed by anyone other than the Entrant are void. No mechanical reproductions or automated entries will be accepted. In the event of multiple entries, the first entry 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 one (1) entry by using multiple/different email/postal addresses, telephone numbers, identities, 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 may not verify receipt of entries into the Sweepstakes. Acknowledgment of any entry, if any, does not constitute confirmation or validity of entry. All entries submitted become the sole property of Sponsor and will not be returned.

**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 July 29, 2024, 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”). 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, consisting of an Autumn Escape to NYC travel package for two (the “Prize”). A complete description of the Prize is available at Prize Provider’s website, located at <https://travel.broadwayacrossamerica.com/autumn-escape-to-nyc/>

The Approximate Retail Value of the Prizes is \$5,988. All amounts are in 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 the 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 meals, gratuities, travel upgrades and any other 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.

Prize travel must take place between either October 24, 2024 and October 27, 2024 or between November 7, 2024 and November 10, 2024 (the “Travel Dates”). Prize Travel Dates are subject to Sponsor’s sole discretion. If Winner is not available to travel during the Travel Dates as specified by Sponsor, Prize will be forfeited and may be awarded to an alternate Winner. Winner’s travel companion must be of the age of majority unless such Winner is travel companion’s parent or legal guardian. Winner and travel companion must travel on the same itinerary and travel companion may be requested to sign a travel/liability release in a form furnished by Sponsor prior to ticketing. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Winner and travel companion will be solely responsible for obtaining valid identification relating to acceptance and use of the Prize package, including but not limited to a valid passport for non-US citizens. Sponsor will not replace any lost, mutilated or stolen tickets, travel vouchers or certificates.

Exact flight details, dates, times, itinerary and terms are to be determined by Sponsor in its sole discretion. Sponsor will determine airline in its sole discretion. No refund or compensation will be made in the event of a cancellation or delay of any flight. The round-trip coach-class air transportation begins and ends at a major commercial airport near Winner's residence. If Winner lives within 150 miles of prize trip destination, air transportation may not be provided but ground transportation may be arranged in Sponsor’s sole discretion. Travel and accommodations are subject to availability, restrictions, limitations, and the terms and conditions set forth by the airline and hotel provider. All expenses and incidental travel costs not expressly stated in the description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the sole responsibility of Winner. No additional compensation will be awarded in the event Winner travels without a guest or companion. In the event that a Prize component is not available during the time of the trip for whatever reason (e.g., weather conditions), the remaining elements of Prize or Prize components shall constitute full satisfaction of Sponsor's Prize obligation to Winner and no additional compensation will be awarded in lieu thereof.

Winner must be twenty-one (21) or older to receive any alcoholic beverages included as part of Prize.

**6. WINNER SELECTION/NOTIFICATION:** Potential Winner will be notified by telephone or email on or about 6:00 p.m. ET on July 29, 2024 (“Notification”). Winner must respond by 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 telephone and email transmissions), indicating that he/she is eligible and intends to accept and use the Prize. If the 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 original copy of each of an affidavit of eligibility/liability/publicity release (the “Release”), and an IRS Form W-9, 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 both of the following two (2) ways: (1) via Facsimile or email (a facsimile number or email address will be provided by Sponsor) and (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 five (5) business days after Sponsor sends the blank Release and W-9 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 five (5) business days after Sponsor sends the blank Release and W-9 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. Sponsor will deliver to the Winner IRS Form 1099 reflecting the actual cash value of the Prize awarded within the time prescribed by law. 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, Michigan State University, John Gore Theatrical Group, Inc., Custom Travel Insider, and each of their respective officers, trustees, 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 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 e-mail address submitted at the time of entry.

"Authorized account holder" is defined as the natural person to whom an email address is assigned by either an Internet Service Provider, online service provider, or other organization (e.g. Google, Yahoo, business or educational institution) that is responsible for assigning email addresses for the domain name associated with the submitted email address. 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 ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. 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:** Wharton Center for the Performing Arts, Michigan State University, 750 East Shaw Lane, East Lansing, Michigan 48824, Attention: Ryonn Clute.

11. **PRIZE PROVIDER:** Custom Travel Insider, 283 Village Place, Suite 629, Wyckoff, NJ 07481.

12. **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: Win a Trip to NYC Sweepstakes Winner's List, c/o Wharton Center for the Performing Arts, 750 East Shaw Lane, East Lansing, Michigan 48824 to be received by Sponsor on or before 6:00 p.m. ET on August 30, 2024.

[13. **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 [ENTER URL TO APPROPRIATE PRIVACY TERMS].]

14. **RULES:** You may also obtain a copy of these Official Rules by mailing a self-addressed stamped envelope to: Win a Trip to NYC Sweepstakes Rules, c/o Wharton Center for the Performing Arts, Michigan Ste University, 750 East Shaw Lane, East Lansing, Michigan 48824, Attention Ryonn Clute. A request for these Official Rules is to be received by Sponsor or before 10:00 a.m. ET on July 29, 2024. This offer shall not be published without permission of the Sponsor.

15. **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 Michigan, 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 Ingham County, Michigan in any action to enforce (or otherwise relating to) these Official Rules or relating to this Sweepstakes.

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