MJ The Musical Detroit Lucky Seat Lottery Official Rules

NO PURCHASE NECESSARY TO ENTER OR PARTICIPATE IN A LUCKY SEAT LOTTERY. TEXT MESSAGE FEES MAY APPLY. YOU MAY ENTER A LUCKY SEAT LOTTERY FOR A CHANCE TO PURCHASE UP TO THE NUMBER OF TICKETS YOU REQUESTED (A MAXIMUM OF **2** TICKETS) AT THE PRICE SHOWN ON THE LOTTERY SITE TO ANY ONE OR MORE PERFORMANCES (each a "Performance", together, the "Performances" OF **MJ THE MUSICAL (the "Show")** AT **FISHER THEATRE** (the "Theatre") IN **DETROIT**, **MICHIGAN** (the "Engagement").

A SEPARATE LUCKY SEAT LOTTERY WILL BE HELD FOR EACH PERFORMANCE. YOU MAY ENTER ONE OR MORE LOTTERIES BUT MAY ONLY WIN ONE OF THE LOTTERIES FOR EACH ENGAGEMENT. LOTTERY WINNERS (EACH A "WINNER", TOGETHER, THE "WINNERS") ARE SELECTED AT RANDOM.

SPONSOR INFORMATION. The **MJ The Musical** Lucky Seat Lottery (each Lucky Seat lottery conducted with respect to a Performance, a "Lottery" and all such Lucky Seat lottery conducted for the Performances, collectively, the "Lotteries") is sponsored by Lucky Seat, LLC d/b/a Lucky Seat (the "Sponsor"), having its principal place of business at 246 West 44th Street, New York, NY 10036.

ELIGIBILITY: Open only to United States legal residents who are 18 years or older. 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 Lottery. Federal, state and local laws and regulations apply.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

HOW TO ENTER:

(1) VIA WEBSITE: An entrant must register for a Lucky Seat account at LuckySeat.com by completing all required fields and activate the account by responding to both a confirmation email and a text message. After activating the account, the entrant may log in to their account and navigate to the webpage with any active Lottery for the Show (the "Lottery Site"). The entrant may enter any active Lottery for one or more available Performances by completing all required fields, including but not limited to checking a CAPTCHA security box, and submitting within the time period posted on the Lottery Site.

(2) VIA REGULAR MAIL OR FAX: Entrants may enter a Lottery for any designated Performance(s) by mailing an entry letter to Lucky Seat, LLC d/b/a Lucky Seat, 246 West 44th Street, New York, NY 10036, Attn: **MJ The Musical** Lottery or faxing an entry letter to fax number 212-768-1095. 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, identify and specify the active Lottery that the entrant wishes to enter, the requested Performance date(s) and time(s), and the 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 Lottery 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. One entrant per letter or fax, which must be received during the time period specified on the Lottery Site.

Regardless of the means of entry, there is a limit of one (1) entry per person per Performance (i.e., per Lottery), and each winning entrant shall receive the right to purchase up to the number of tickets such entrant requested (a maximum of **2** tickets) for the designated Performance for which the entrant

submitted a Lottery entry and won. Once an entrant has been notified that they are a winner and has purchased tickets for a Performance that is part of the Engagement, that person will not be eligible to win for any other Performance that is part of the Engagement. Use of automated entry devices or programs is prohibited. Proof of entrant's submission of information is not proof of Sponsor's receipt 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 Lottery for an applicable Performance. No entries will be returned. Acknowledgment of any entry, if any, does not constitute confirmation or validity of entry. Entrants submitting multiple entries for the same Performance, and entries utilizing disposable email addresses, will be disqualified. Incomplete entries will be disqualified, including the failure to provide: (i) (if required) 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 Lottery 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 Lottery for each Performance may vary, but in no event shall there be fewer than **2** tickets available for purchase for any performance via each Lottery (the "Minimum"). The number of tickets to be sold through a Lottery 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 Winner shall be entitled to purchase up to the number of tickets such entrant requested (a maximum of **2** tickets) (at the price shown on the Lottery Site to the Show at the Theatre in **Detroit**, **Michigan** for the specific Performance to which that Lottery applies and for which the entrant submitted a Lottery entry and won (the "Prize"). There is no cash value to the Prize. No substitutions or cash redemption of the Prize is permitted. The Prize and any ticket purchased by a Winner, is not assignable or transferable and may not be resold, subject to applicable law. 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 may not necessarily receive seats that are next to one another. Winners who require accessible seating or other special accommodations should contact us at help@luckyseat.com for assistance.

PRIZE DRAWING; NOTIFICATIONS; CLAIMING PRIZES: The Winners will be selected in a random electronic drawing from all eligible entries received for that Lottery. Each Lottery drawing will be conducted by Sponsor and take place on or about the time period posted on the Lottery Site. All Winners and non-winners who entered on the Lottery Site or by mail or fax will be notified via email notification. If an entrant consented to receiving Lottery-related texts, they will also receive a Winner's notification via SMS text message. The Winner's notification will include instructions on how to purchase online with a valid credit card or other approved purchase method. Notifications for each Lottery will be distributed on or about the time and date posted on the Lottery Site.

A Winner must claim their tickets by (i) purchasing them with a credit card or other approved purchase method by the deadline posted in the notification email and (ii) picking up the tickets at the Theatre box office during the time specified in the winner notification prior to the applicable performance. If a Winner does not claim their Prize before the stated deadline, an alternate Winner may be selected from among all eligible entries. Only the person who entered the Lottery and won may claim the Prize, purchase tickets for that Lottery's 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 or receive delivery of tickets. Unclaimed tickets (i.e., tickets not timely purchased) will be released and may be offered to another entrant for the applicable Lottery 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 Lottery. The Sponsor is not required to notify a Winner more than once.

Once tickets are purchased, there are no refunds or exchanges. Additional restrictions and conditions may apply.

CONDITIONS, DISCLAIMERS, AND LICENSE: By entering a Lottery, 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 Lottery), and to comply with all applicable 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 Lottery) 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 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 any the COVID-19 protocols or other health and safety protocols that may be in effect for the Performance they are attending. Winners who require special accommodations should contact us at 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, **Lucky Seat, LLC**, 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 Lottery. Although the Sponsor attempts to ensure the integrity of the Lottery, the Sponsor is not responsible for the actions of entrants or other individuals in connection with the Lottery, including entrants' or other individuals' attempts to circumvent the Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Lottery. 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 Lottery or downloading materials from or using the Lottery Site. If, for any reason, a Lottery 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 Lottery, 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 Lottery, and in its sole discretion to select any one or more new Winners from among all eligible entries received for such Lottery 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 Lottery, the Sponsor reserves

the right to cancel or modify such Lottery appropriately. Notwithstanding anything to the contrary in these Rules, Sponsor reserves the right to discontinue or suspend any Lottery at any time for any reason or no reason.

By entering a Lottery and unless prohibited by law, each Winner hereby (a) grants 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, the Winner's name, likeness (actual or simulated), voice (actual or simulated), photograph, and biographical information ("Name and Likeness") as news or information and for advertising and/or publicityl purposes without any compensation; and (b) agrees to appear in, or provide Name and Likeness 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 without any compensation. In addition, the Winner and guest may be required to provide a signed release acknowledging such consent, unless restricted by law.

By entering a Lottery and voluntarily providing their personal information, each entrant consents and agrees to the Sponsor's collection and use of the entrant's information for the administration of the Lottery including contacting the entrant regarding the Lottery. 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 Lottery 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 those concerning the administration of the Lottery).

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

LIMITATION OF LIABILITY: The Lottery, all Prizes, all tickets purchased by a Winner and all materials provided on the Lottery Site or through the Lottery (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 LOTTERY, 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 LOTTERY, OR ANY PRIZE AWARDED, WHETHER BETWEEN SUCH ENTRANT AND EITHER THE SPONSOR, JOINT OPERATOR, THEATRE,

PRIZE PROVIDER, 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.