***New York, New York A New Musical* Digital Lottery**

No purchase required to enter. Winners will be given the opportunity to pay $35.00 per ticket (inclusive of a $2.50 per ticket facility fee. A $5.00 per ticket Lucky Seat service charge will be added at checkout). Limit 2 tickets per winner. Tickets must be purchased via credit card within allotted window or may be released for general sale. Entrants are selected at random. Prizes have no cash value and are not transferable. Offer not valid on prior purchased tickets and may not be combined with any other offer. ALL SALES FINAL. No refunds. Lottery tickets are not valid for exchanges or past dated Performance offers. Not all seats are available for the lottery. Blackout dates and other restrictions may apply. Dates, times, prices, and cast subject to change without notice.

Entries can also be received via mail by mailing an envelope with desired Performance date and time, and your name, email address, and mobile phone number to Lucky Seat, 246 West 44th Street New York, NY 10036, Attn: *New York, New York A New Musical* Lottery, by the deadline set forth below.

Terms and Conditions

NO PURCHASE NECESSARY TO ENTER THIS LOTTERY. WINNING QUALIFIES ENTRANT TO PURCHASE UP TO TWO TICKETS TO *NEW YORK, NEW YORK A NEW MUSICAL* AT THE ST. JAMES THEATRE (the "Theatre") AT A PRICE OF $35.00 PER TICKET (INCLUSIVE OF A $2.50 PER TICKET FACILITY FEE. A $5.00 PER TICKET LUCKY SEAT SERVICE CHARGE WILL BE ADDED AT CHECKOUT) TO ANY ONE OR MORE PERFORMANCES OF ***NEW YORK, NEW YORK A NEW MUSICAL*** ("SHOW") AT THE **ST. JAMES THEATRE** IN **NEW YORK, NEW YORK** (EACH, A "PERFORMANCE" AND COLLECTIVELY, THE "PERFORMANCES").

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

ELIGIBILITY: Open only to residents of the United Stated 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 divisions, affiliates, or subsidiaries, are eligible to participate in the Lottery, but are subject to the same rules and restrictions in order to win any Prize. Federal, state, and local or municipal laws and regulations apply. Once you have entered the Lottery, won, and purchased a ticket for any Performance of *New York, New York A New Musical*, you cannot win the Lottery again for a sixty (60) day period. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

HOW TO ENTER:

(1) VIA WEBSITE: Entrants may enter a Lottery through the official Lucky Seat website at https://www.luckyseat.com/shows/newyork,newyork-newyork-2023Mar (the "Lottery Site"). If an entrant would like to enter a Lottery through the Lottery Site, they must first register for an account by following all the steps and completing all required fields at the signup page on the Lottery Site. You must provide a valid mobile phone number in order to register for an account. After creating an account, prospective entrants will need to respond to an email to finalize their account registration. After the entrant has completed their account registration, the entrant may login to the Lottery Site and enter any Lottery that is open for entries by selecting *New*

York, New York A New Musical, completing all of the required fields and checking the CAPTCHA security box on the Lottery Site, and clicking on "Submit Entry" in order to complete an entry. Entries will be accepted for individual Performances until the deadline posted on the Lottery Site or applicable email from Sponsor.

(2) VIA REGULAR MAIL: You may also enter the lottery by mailing an envelope to Lucky Seat, 246 West 44th Street, New York, NY 10036 Attn: *New York, New York A New Musical* Lottery, containing the desired Performance date and time, and your name, email address, and phone number. Any entrant furnishing a mobile phone number who wishes to receive SMS notification if they have 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, which must be received no later than the deadline posted on the Lottery Site or applicable email from Sponsor.

Regardless of the means of entry, there is a limit of one (1) entry per person per Performance, and each winner shall receive the right to purchase no more than two (2) tickets for the Performance for which entrant submitted a lottery entry. Once you have entered the Lottery, won, and purchased a ticket for any Performance of *New York, New York A New Musical*, you cannot win the Lottery again for a sixty (60) day period. Use of automated entry devices or programs is prohibited. Proof of entering information on the Lottery Site is not considered proof of receipt by the Sponsor of the entry. Odds of winning depend on the number of eligible entries received. No entries will be acknowledged or returned. Duplicate entries for a particular Performance will be deleted and only the initial entry will be counted. Incomplete entries will be disqualified. The total number of tickets available through the Lottery for each Performance may vary. Some Performances may have no tickets available through the Lottery. Entrants can access the "dashboard" page of the Lottery Site to see recent drawing results for each Lottery and entries for Performances that have not yet been drawn.

PRIZE: Each winner shall be entitled to purchase up to the number of tickets such entrant requested (a maximum of two (2) tickets) to *New York, New York A New Musical* at the St. James Theatre for the Performance for which winner submitted a lottery entry, at the price of $35.00 per ticket (inclusive of a $2.50 per ticket facility fee. A $5.00 per ticket Lucky Seat service charge will be added at checkout). There is no monetary value on the prize. No substitutions or cash redemption of Prize is permitted. Prize is not assignable or transferable. The seat locations of Lottery 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, including in the mezzanine level of the Theatre, which is accessible by stairs only. Lottery tickets may also be standing room tickets, requiring ticketholders to stand for the duration of the Performance. Winners who require accessible seating or other special accommodations should contact us at help@luckyseat.com. Once tickets are purchased, there are no refunds or exchanges. Additional restrictions and conditions may apply.

Prize Winner and each ticketholder is subject to the Ticket Holder Terms & Conditions posted at https://www.jujamcyn.com/ticketing-terms/. All Prize Winners and ticketholders are also required to abide by the COVID-19 protocols posted at https://www.jujamcyn.com/newyorknewyork-faq/.

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 VISITING OR ENTERING THE THEATRE FOR A PARTICULAR EVENT, YOU VOLUNTARILY WAIVE ANY AND ALL CLAIMS

AND POTENTIAL CLAIMS AGAINST EACH OF JUJAMCYN THEATERS LLC, PEOPLE NY LIMITED PARTNERSHIP, LUCKY SEAT, LLC, EVENT PARTICIPANTS, EVENT PERFORMERS, AND SEATGEEK, INC., AND EACH OF THEIR RESPECTIVE EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, OWNERS, SPONSORS, VENDORS AND CONTRACTORS, THAT ARISE FROM OR RELATE IN ANY WAY TO, HOWEVER CAUSED, THE RISK OF CONTRACTING OR THE ACTUAL OR ALLEGED CONTRACTING OF COVID-19 OR ANY OTHER COMMUNICABLE DISEASE OR ILLNESS, OR THAT ARISE FROM OR RELATE IN ANY WAY TO, HOWEVER CAUSED, THE RISK OF EXPOSURE OR ACTUAL OR ALLEGED EXPOSURE TO A BACTERIA, VIRUS OR OTHER PATHOGEN CAPABLE OF CAUSING COVID-19 OR ANY OTHER COMMUNICABLE DISEASE OR ILLNESS, IN EACH CASE WHETHER THE ACTUAL OR ALLEGED CIRCUMSTANCES GIVING RISE TO ANY CLAIM OR POTENTIAL CLAIM OCCUR BEFORE, DURING, OR AFTER THE APPLICABLE EVENT.

PRIZE DRAWING; CLAIMING PRIZES: The potential Prize Winners will be selected in a random electronic drawing from all eligible entries received. Winners will be notified via email. If a winning entrant submitted an entry on the Lottery Site or by mail and consented on such entry form to receiving Lottery-related texts, they will also receive a winner's notification via SMS text message. Notifications will be distributed on or about the time posted on the Lottery Site. Winners must purchase their tickets via a unique code no later than the time stated in Sponsor's winner notification email for the Lottery. All tickets for *New York, New York A New Musical* will be mobile tickets that must be displayed on a smartphone. Instructions on how to download tickets will be sent to Winners who have purchased Lottery tickets on the day of their performance. Unclaimed tickets will be released and awarded to another entrant, sold to the general public or used by Sponsor for any purpose. The drawing will be conducted by the Sponsor whose decision is final and binding on all aspects of this Lottery.

Failure of a potential Prize Winner to respond as referred to above may result in disqualification and the selection of another entrant from among all eligible entries received. The Sponsor is not required to contact a potential Prize Winner more than once.

By entering the Lottery, each entrant agrees to be bound by these Official Rules and the decisions of the Sponsor. In the event of non-compliance for any reason, including failure to respond to a winner notification on time or the inability to accept the Prize for any reason, an alternate entrant may be selected in the Sponsor's sole discretion.

CONDITIONS, DISCLAIMERS, AND LICENSE: By entering this Lottery, each entrant agrees to be bound by these Official 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 federal, state, and local laws and regulations. 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 Official Rules.

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 Official 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 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, the 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, 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 the Lottery, the Sponsor reserves the right, in its sole and absolute discretion, to modify these Official Rules and/or to cancel, terminate, modify, or suspend all or any part of the Lottery, and in its sole discretion to select any one or more winners from among all eligible entries received 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 the Lottery, the Sponsor reserves the right to cancel or modify the Lottery appropriately. Notwithstanding anything to the contrary in these Official Rules, Sponsor reserves the right to discontinue or suspend the Lottery at any time for any reason or no reason.

By entering this Lottery and unless prohibited by law, each Prize Winner hereby consents to use of their name, voice, photograph and/or likeness for advertising or publicity purposes for this Lottery 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 this Lottery, 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 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 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 and agrees to Sponsor's use of entrant's information for the purpose of contacting entrant in relation to the Lottery. For the avoidance of doubt, entrants are providing information to the Sponsor. The Sponsor (and any entity with which Sponsor has an agreement or arrangement to jointly operate a digital lottery business (a "Joint Operator")) and the presenter and producer of the Show 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 Lottery entered).

RELEASE AND INDEMNIFICATION: By entering the Lottery, each entrant releases and holds the Sponsor, Joint Operator, Theatre, People NY Limited Partnership, and the Show, and each of their respective affiliates, parents, subsidiaries, advertisers, promotional agencies, directors, members, successors, sponsors, partners, licensees, officers, agents, employees, artists, advisors, and assignees, and each individual or entity associated with the development and execution of the Lottery, harmless 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 the Lottery or participation in any Lottery-related activity, or resulting directly or indirectly, from acceptance, possession, use, or misuse of any Prize awarded in connection with the

Lottery, 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, and all materials provided on the Lottery Site or through the Lottery 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 THE 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 THE LOTTERY, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (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; AND (3) 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 YOU.

GOVERNING LAW: These Official 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 Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.