

BLUE MAN GROUP 30TH GIVEAWAY

OFFICIAL RULES APPLICABLE TO ENTER IN THE SWEEPSTAKES

NO PURCHASE OR MONETARY CONSIDERATION NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK, INSTAGRAM OR TWITTER.

Standard data rates apply to participants who choose to participate in the Sweepstakes via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. SPONSOR

The “Blue Man Group 30th Giveaway” sweepstakes (“**Sweepstakes**”) is administered and sponsored by Blue Man Group Holdings Newco, LLC, a duly registered company having a place of business at 1151 Grier Drive, Suite C, Las Vegas, Nevada, 89119 (“**BMG**”).

2. AGREEMENT TO OFFICIAL RULES

By entering the Sweepstakes, Entrants (as defined below) agree to be bound by the following general conditions (“**Official Rules**”) and BMG’s decisions, which are final and binding in all matters relating to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

In addition to these Terms and Conditions, Entrants hereby agree to comply with the following policies of Facebook, Instagram and Twitter: <https://www.facebook.com/legal/terms>; <http://instagram.com/legal/terms/>; <https://twitter.com/en/tos>.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or Twitter and, by entering the Sweepstakes, Entrants agree to release Facebook, Instagram or Twitter from any and all liabilities in connection therewith (if and as applicable).

3. SWEEPSTAKES DATES

The Sweepstakes runs from November 15th, 2021 at 9:00:00 AM Eastern Time (“**ET**”) until November 21st, 2021 at 4:00:00 PM ET (“**Sweepstakes Period**”) and is subject to the Official Rules. Please add or subtract from the Sweepstakes Period start and end dates/times listed above as necessary to account for your local time zone. Entries must be received and recorded by BMG’s computer system during the Sweepstakes Period and BMG’s computer system is the official time keeping device for the Sweepstakes.

4. ODDS OF WINNING

Odds of winning a prize depend on the number of eligible entries received by BMG during the Sweepstakes Period. A limit of one (1) entry per person per platform (Facebook, Instagram and Twitter) during the Sweepstakes Period. One (1) entry equals to one (1) participation in the Sweepstakes.

5. WHO CAN ENTER

The Sweepstakes is open to all legal residents of the fifty (50) United States and the District of Columbia (ii) have reached the legal age of eighteen (18) years old at the time of entry. Void in Puerto Rico and other United States territories.

Employees, agents and representatives of BMG, its subsidiaries, affiliated companies, controlling corporations, advertising or promotion agencies, sponsors, suppliers of materials, prizes and services related to the Sweepstakes, or any other person directly associated with the organization of the Sweepstakes, as well as members of their immediate families (father, mother, brothers, sisters, children), their legal or common law spouse, and any persons residing with these employees, representatives and agents are not eligible to participate.

6. HOW TO ENTER

No purchase is necessary to participate in the Sweepstakes. To enter, you must (i) FOLLOW the official account you saw the Sweepstakes on (either Facebook, Instagram or Twitter); (ii) LIKE the post; and (iii) TAG a friend in the comments of the post (for Facebook and Instagram) or reply to the post by mentioning a friend (for Twitter) (the “**Method of Entry**”).

Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Facebook, Instagram or Twitter accounts, identities, registrations and logins, or any other methods will void that Entrant’s entries

and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Facebook, Instagram or Twitter account, the authorized account holder of the email address used to register on the platform will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder.

All participants who have duly followed Method of Entry shall be referred to collectively as the "Entrants" or individually as an "Entrant".

7. PRIZE

Among all valid Sweepstakes entries and subject to the conditions below, **ONE (1)** grand prize, consisting of:

- (i) two (2) adult tickets to a Blue Man Group show at the location of choice;
- (ii) two (2) adult tickets to a Cirque du Soleil show located in Las Vegas and Orlando; and
- (iii) 1000\$US prepaid Credit Card (the "Prize").

The total estimated retail value of the Prize is One Thousand Six Hundred United States Dollars (USD\$1,600)

Regarding the odds of winning, please refer to Section 4 above.

8. CONDITIONS APPLICABLE TO PRIZE

The Prize must be used before December 31st, 2022.

Tickets to BMG's or its affiliates Shows are subject to availability and any specified terms and conditions as indicated thereon and are not for re-sale. Other restrictions may apply to show dates. No change of performance dates or substitutions are allowed except at BMG's sole option and absolute discretion. BMG will not replace any lost or stolen tickets.

The Prize must be accepted as awarded and is not transferable, redeemable, exchangeable, assignable or convertible to cash (except as may be specifically permitted by BMG in its sole and absolute discretion). The Prize may be accepted by the Winner (as defined in Section 10) in whole or in part. In the event that the Prize is accepted in part by the Winner, BMG shall have no other obligation than to provide to Winner such accepted part of the Prize. Winner shall not be entitled to claim any part of the Prize that he/she has refused, and BMG shall be released of any obligations pertaining to such refused part of the Prize.

BMG reserves the right in its sole and absolute discretion to substitute the Prize with a prize of equal or greater value if any portion of the featured Prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason.

BMG makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. BMG will not replace any lost or stolen prize items.

The Prize will only be awarded and/or delivered to addresses within USA. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the Winner. The Winner must cooperate with BMG in order to complete all applicable federal, state or local documentation pertaining to taxation.

Unless explicitly included in the Prize description at Section 7 above, all costs, charges or expenses inherent to the use of the Prize, including without limitation all other transport or traveling expenses, money allocation, all taxes (including income, airport, hospitality or other taxes if applicable), insurance, fuel surcharges, travel related fees and items of a personal nature, internet access charges, gratuities and local and long distance telephone calls are the sole responsibility of the Winner. Winner and his/her guests may be asked to pay for taxes and surcharge applicable to the Prize.

9. RANDOM DRAW, WINNER'S NOTIFICATION AND SELECTION OF AN ALTERNATE WINNER

On November 23rd, 2021 at 8400 Avenue du Cirque, Montreal (Quebec) Canada, H1Z 4N9 at approximately 01:00:00 PM ET, one (1) eligible Entrant will be selected by random draw by BMG representatives from all eligible Entries received during the Sweepstakes Period

The selected Entrant will be notified through a direct message, through the social media platform used at the time of entry on November 24th, 2021. The selected Entrant will be required to reply to BMG through a direct message within 48 hours of notification by BMG in order to claim their prize.

If the selected Entrant cannot be contacted within 48 hours of first notification attempt, if the selected Entrant rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited. Upon prize forfeiture, no compensation will be given.

The forfeited Prize may be awarded to an alternate Entrant in a random draw under the same conditions as aforementioned from all remaining eligible entries received for the Sweepstakes ("**Alternate Winner**"). If an Alternate Winner does not reply within 48 hours of being notified or comply with all the conditions in Section 10, he/she will forfeit his/her Prize. The same process will continue among the remaining Entrants until an Alternate Winner has been determined and qualifies

10. WINNER'S QUALIFICATION

In order to be declared a Winner, the Entrant selected pursuant to Section 9 above must meet the following conditions:

- (1) Compliance with these Official Rules and conditions for eligibility;
- (2) Complete and return to BMG, within seven (7) days of receipt, an affidavit or other document:
 - a) confirming his/her compliance with the Official Rules and commitment to comply with the terms and conditions of any supplier of materials, prizes and services related to the Sweepstakes;
 - b) releasing BMG, its subsidiaries, affiliated companies, controlling corporations, employees, agents, representatives, administrators and officers, advertising or promotion agencies, sponsors, suppliers of materials, prizes and services related to the Sweepstakes, or any other person directly associated with the holding of the Sweepstakes from all liability;
 - c) permitting BMG and its representatives to use, except where prohibited by law, the selected Entrant's name, likeness, photographs (including, without limitation, Facebook or Instagram profile photo), video footage, statement concerning the Prize and place of residence, in any publicity carried out by BMG and for any required disclosures or other purposes, in any manner, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation, compensation, notification, other consideration or the selected Entrant's further consent; and
 - d) agreeing to being photographed at the chosen show when attending (redeeming the prize) for social media and promotion use.

The foregoing components together constitute the "**Winner's Declaration Form.**"

- (3) The selected Entrant will be required to furnish photographic identification (the identification must contain the selected Entrant's address and date of birth) in the form of a government-issued document.

Failure of a selected Entrant to meet any of the above-mentioned conditions will result in the selected Entrant's automatic disqualification and loss of entitlement to his/her Prize. In such event, BMG shall have the right to draw or select another Entrant as described in Section 9 until an alternate Winner has been determined and qualifies.

11. PRIZE DELIVERY

Upon 24 hours prior to the attendance of the show, the Winner will be contacted by BMG for the purpose of delivering his/her Prize. The show tickets will be sent via e-mail and the pre-paid credit card will be given to the Winner in person at the show.

12. RELEASES, LIMITATIONS OF LIABILITY AND DISCLAIMERS

BY ENTERING THE SWEEPSTAKES, ENTRANTS AGREE TO BE BOUND BY THESE OFFICIAL RULES, AND AGREE TO RELEASE AND HOLD HARMLESS BMG, ITS EMPLOYEES, AGENTS AND REPRESENTATIVES,

SUBSIDIARIES, AFFILIATED COMPANIES, CONTROLLING CORPORATIONS, ADVERTISING OR PROMOTION AGENCIES, SPONSORS, SUPPLIERS OF MATERIALS, PRIZES AND SERVICES RELATED TO THE SWEEPSTAKES, OR ANY OTHER PERSON DIRECTLY ASSOCIATED WITH THE HOLDING OF THE SWEEPSTAKES (“**RELEASED PARTIES**”) FROM ANY AND ALL LIABILITY WHATSOEVER FOR CLAIMS, ACTIONS, INJURIES, LOSSES OR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, THAT RESULT, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE OR FROM ENTRY OR ATTEMPTED ENTRY INTO THE SWEEPSTAKES. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME OR PROFIT; LOSS OF DAMAGE TO PROPERTY; AND CLAIMS OF THIRD PARTIES. THE RELEASED PARTIES ASSUME NO LIABILITY FOR LOST OR MISDIRECTED ENTRIES, WHETHER DUE TO TECHNICAL OR COMPUTER MALFUNCTIONS OR OTHERWISE OR ANY OTHER TECHNICAL OR COMPUTER MALFUNCTIONS, FRAUD, OR OTHER ERRORS. BMG RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CANCEL, TERMINATE OR SUSPEND THE SWEEPSTAKES IN ITS ENTIRETY, IN THE EVENT THAT THE WEBSITE IS INFECTED BY A VIRUS, A SOFTWARE BUG, THE WEBSITE IS HACKED, UNAUTHORIZED HUMAN INTERVENTION OCCURS OR THE INTEGRITY, ADMINISTRATION, IMPARTIALITY OR NORMAL OPERATION OF THE SWEEPSTAKES IS COMPROMISED IN ANY WAY. IF THE SWEEPSTAKES IS CANCELLED FOR ANY REASON, INCLUDING BUT NOT LIMITED TO THOSE STATED ABOVE, THE WINNER WILL BE DETERMINED VIA RANDOM DRAWING FROM AMONG ALL ELIGIBLE AND COMPLIANT ENTRIES RECEIVED UP TO THE TIME OF CANCELLATION. THE WINNER ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZE. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF THE LAW. SHOULD SUCH AN ATTEMPT BE MADE, BMG RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO ACTS OF GOD, ACTS OF WAR OR TERRORISM, NATURAL DISASTERS OR WEATHER EVENTS.

13. GENERAL

- (1) Entrants, by entering the Sweepstakes, agree to abide and be bound by the Official Rules, and the decisions of BMG, which are final and without appeal in all matters relating to the Sweepstakes including, without limitation, the eligibility and the disqualification eligible entries. All Sweepstakes entries submitted become the exclusive property of BMG and will not be returned.
- (2) The Sweepstakes entries are subject to audit by BMG. Any Sweepstakes entry that, depending on the case, is incomplete, fraudulent, copied, received late, discriminatory, defamatory, offensive, obscene, vulgar or against good morals or prejudicial to BMG, its subsidiaries, affiliated companies, parent corporations, their employees, agents, representatives, directors and officers, their advertising and promotion agencies or any other person related in any manner whatsoever to BMG will automatically be rejected and will not be eligible for the Prize.
- (3) Each Prize must be accepted as described in these Official Rules, and may not be sold, transferred to another person, assigned, or exchanged in whole or in part for cash.
- (4) The use of any automated entry software or any other mechanical or electronic means that permits the participant to automatically enter repeatedly is prohibited.
- (5) The Entrants are hereby advised that tax implications may arise from winning a Prize and they should seek independent financial advice prior to acceptance of a Prize.

14. PERSONAL INFORMATION RETENTION RULES FOR SWEEPSTAKES

By entering the Sweepstakes, (i) Entrants agree to the collection, use, and disclosure of their personal information by BMG in accordance with its privacy policy available at <https://www.blueman.com/privacy-policy>

BMG has adopted the technical and organizational measures necessary to ensure the security of the personal information and prevent their alteration, loss, unauthorized processing or access, having regard to the state of technological development.

At any time you may revoke your consent and/or exercise your rights of objection, access, rectification and cancellation by addressing your notice by email to: info@blueman.com. Please, for your convenience and to hold our databases up to date, kindly notify us of any change in your personal information.

15. REQUESTS FOR WINNER’S NAME, OFFICIAL RULES AND INFORMATION

To obtain any information about the Sweepstakes such as the name of the Winners, or obtain a copy of the Official Rules or for any complaints, you may send a self-addressed stamped envelope with your written request to BMG:

“Blue Man Group 30th Giveaway” Sweepstakes
Blue Man Group Holdings Newco, LLC
1151 Grier Drive, Suite C
Las Vegas, Nevada 89119, USA

All complaints will be answered within a thirty (30) days from the receipt date by mail or by e-mail, as specified in the complaint.

16. DISPUTES, CHOICE OF LAW AND SEVERABILITY

Sponsor shall be the sole interpreter of these Official Rules. As a condition of participation in this Sweepstakes, each Entrant agrees that any and all disputes that cannot be resolved between the parties, and all causes of action arising out of or in connection with the Sweepstakes shall be resolved individually, without resort to any form of class action, exclusively before a court located in state of Nevada, having competent jurisdiction, which court shall apply the laws of Nevada, without regard to the conflicts of laws principles thereof. The Entrants and BMG hereby waive any and all right to trial by jury. If any provision of the Official Rules is declared or found by a court of competent jurisdiction to be illegal, unenforceable or void, then such provision will be null and void but each other provision hereof not so affected will be enforced to the fullest extent permitted by applicable law.