## PRUDENTIAL STAGES ON BROADWAY BROUGHT TO YOU BY PLAYBILL CONTEST OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THE PRUDENTIAL STAGES ON BROADWAY BROUGHT TO YOU BY PLAYBILL CONTEST FROM ("CONTEST") IS OPEN TO INDIVIDUALS WHO ARE 18 YEARS OF AGE OR OLDER RESIDING IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ("D.C.") AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT LOCATED IN ONE OF THE 50 UNITED STATES OR D.C. AT TIME OF ENTRY.

## IMPORTANT: PLEASE READ THESE "OFFICIAL RULES" BEFORE ENTERING THE CONTEST. BY PARTICIPATING IN THE CONTEST, YOU ACCEPT AND AGREE TO BE BOUND BY THESE OFFICIAL RULES AND REPRESENT THAT YOU SATISFY ALL OF THE ELIGIBILITY REQUIREMENTS BELOW.

The Contest starts on 12:00:00 A.M. Eastern Time ("ET") on June 26, 2023 and ends at 11:59:59 P.M. ET on September 9, 2023 ("Contest Period") which consists of three (3) periods as defined in the chart below: the Contest Entry Period; the Finalist Judging Period; and the Finalist Performance Period. Playbill's server is the official time-keeping device for this Contest. All federal, state and local laws and regulations apply.

| Periods                 | Start Time                     | End Time                      |
|-------------------------|--------------------------------|-------------------------------|
| Contest Entry Period    | June 26, 2023 @ 12:00:01 AM ET | July 31 2023 @ 11:59:59 PM ET |
| Finalist Judging Period | July 31, 2023                  | August 7, 2023                |
| Finalist Performance    |                                |                               |
| Period                  | September 7 2023               | September 9, 2023             |

This Contest is provided by Playbill Inc. ("Playbill") and The Prudential Insurance Company of America ("Prudential") (together, "Sponsors").

**1. ELIGIBILITY:** Open to legal residents of the 50 United States and D.C. who are 18 years of age or older at time of entry. Employees of Sponsors and their respective parent companies, affiliates, subsidiaries, distributors, sales representatives, advertising, sales promotion and judging agencies, and members of the immediate families (parent, child, sibling, and spouse of each) or households (whether related or not) of any of the above are NOT eligible to enter the Contest. Contest is void outside of the 50 United States/D.C. and wherever prohibited by law.

## 2. HOW TO ENTER:

<u>Step 1</u>: Create a video of up to 180 seconds in length and with a file size no larger than 300MB including the following in the video ("Video"):

- 1. Verbally answer the three following questions:
  - a. Who was your role model when you started singing?
  - b. What motivates you to keep getting better?
  - c. What does this opportunity mean to you?

- 2. Perform part of one of the following songs:
  - a. "Independently Owned" from <u>Shucked;</u>
  - b. "Giants in the Sky" from Into the Woods;
  - c. "The Wizard and I" from Wicked;
  - d. "Father Time" from Kimberly Akimbo; or
  - e. "Darker Shade of Blue" from Some Like It Hot

Your performance may not include any pre-existing recordings (as background or otherwise), and your performance must either be a capella or with your own accompaniment. Acceptable formats for the Video include AVI, MP4, MOV and MPEG-2. Video performance must be in English. Please do not wear shirts or clothing that contain prominent brand logos, trademarks, or third-party's art, content, images, or likeness. Videos should not be shot in front of art, photographs, or other items that may be subject to copyright or trademark protections. If any other person(s) appears in or were involved in the creation of the footage comprising the Video (including without limitation person(s) who appear in the Video other than the entrant), entrant agrees that prior to submitting Video for entry in this Contest, that they have obtained the written consent of each such person, granting Sponsors and their designees the use of each person's name, biographical information, image and/or likeness for advertising, publicity and promotional purposes relating to this Contest and as otherwise provided for herein.

<u>Step 2</u>: During the Contest Entry Period, go to prudentialstagesonbroadway.com (the "Website", including any linked/sublinked domains therein) and follow the on-screen instructions to register for the Contest and uploading your Video to receive one (1) entry into the Contest (the "Entry"). All registration information must be completed in full. Entry must also comply with the Entry Guidelines detailed in Section 3, below.

### LIMIT: ONE (1) ENTRY PER PERSON.

All Entries received from any person that exceed the stated limitations will be disqualified. Entries made by any means which subvert the entry process will be void. Incomplete or illegible Entries will not be acknowledged. All Entries received will not be returned or acknowledged except as provided herein. In the event of a dispute as to who submitted an Entry, the name of the "authorized account holder" associated with the email account provided during entry will be deemed to be the entrant as long as such person is otherwise eligible and in compliance with these Official Rules. The authorized account holder of the email address is defined as the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Sponsors will not verify receipt of Entries. Proof of submission of an Entry does not constitute proof of receipt by Sponsors. Sponsors and their respective parent companies, affiliates, subsidiaries, distributors and each of their respective shareholders, directors, officers, employees and agencies ("Released Parties") are not responsible for Entries that are late, lost, illegible, damaged, misdirected, garbled or incomplete, altered or otherwise irregular, that contain false information, that are generated by script, macro or other automated or mechanical means, that have been submitted through illicit means or by any means which subvert the entry process or that do not conform with or satisfy any or all of the conditions set out in the Official Rules. Multiple entrants are not permitted to share the same email address or phone number for purposes of entry into the Contest. Multiple Entries from the same email address or phone number will be disqualified and no group entries are permitted. Use of any automated program or method to enter will result in disqualification of all associated Entries and of the person/email address account responsible for such Entries. If entering via a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.

**3.** ENTRY GUIDELINES: By submitting an Entry, you warrant and represent that: (a) it is, in its entirety, your original work; (b) it has not been previously published; (c) it has not won previous awards; (d) it does not violate or infringe upon the copyrights, trademarks, rights of privacy/publicity or other intellectual property rights or any other rights of any person or entity; (c) the Entry is suitable for presentation in a public forum; and (d) publication of the Entry via various media, including but not limited to the Sponsors' websites and social media channels, will not violate or infringe on the rights of any third party.

Entrant agrees to indemnify and hold harmless the Released Parties from and against any claims arising as a result of entrant's breach of any of the foregoing representations and warranties. Entries may not contain, as determined by the Sponsors, in their sole discretion, any of the following:

- 1. Sexually explicit or suggestive content; violent content or dangerous stunts; content which promotes discrimination based on ethnicity, race, nationality, disability, gender, religion, profession, age, sexual orientation, or any other basis protected by federal, state, or local law, ordinance, or regulation; or any profane or pornographic content;
- 2. References to sports betting, lotteries, gambling, alcohol, illegal or performance enhancing drugs, tobacco, e-cigarettes, cannabinoid or synthetic THC products and any related paraphernalia, firearms/weapons/ammunition (or the use of any of the foregoing); content that promotes any activities that are unsafe or dangerous;
- 3. Obscene, inappropriate, indecent, or offensive material including cursing and offensive language; promotion or endorsement of bigotry, any form of hate speech or hate group;
- 4. Content that is a duplicate of any other Entry's content;
- 5. Content that defames, misrepresents, or contains disparaging remarks about Sponsors, other companies, or other people or is libelous, defamatory, disparaging, tortious or slanderous;
- 6. Personal identification of anyone other than the entrant, such as full names (first and last), license plates, mailing addresses, phone numbers, or e-mail addresses;
- 7. Material embodying the names or other indicia that identify any person, living or dead, other than the entrant;
- 8. Messages inconsistent with the positive images and/or goodwill to which the Sponsors wish to associate; or
- 9. Content that infringes the rights of any third party or promotes illegal activities; and/or violates any law.

## \*LIMITED LICENSE: THE SPONSORS' TRADEMARKS MAY BE REFERENCED IN THE ENTRY FOR PURPOSES OF THIS CONTEST ONLY. NO OTHER RIGHTS IN OR TO SPONSORS' TRADEMARKS ARE GRANTED UNDER THESE OFFICIAL RULES.

Entries that do not comply with the above guidelines, or that otherwise contain prohibited or inappropriate content, as determined by the Sponsors, in their sole discretion, will be disqualified. Entry must not contain material that is harmful to others, such as viruses, trojan horses or other technologies that could adversely impact the Contest or any person's computer or other device. By submitting an Entry, you agree that your Entry is gratuitous and made without restriction and will not place Sponsors under any obligations other than those contained in these Official Rules, that Sponsors are free to use or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, Sponsors do not waive any rights to use similar or related ideas previously known to Sponsors, or developed by its employees, or obtained from sources other than you. By entering the Contest, you acknowledge that you will not now or in the future be paid or compensated in any way for your Entry or for granting the Sponsors any of the rights set out in these Official Rules. You further acknowledge that Sponsors are not obligated to make use of any of the rights granted in these Official Rules. 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 Sponsors arising out any such similarity or be entitled to any compensation because of any such similarity.

BY SUBMITTING AN ENTRY, YOU ACKNOWLEDGE THAT YOUR ENTRY MAY BE POSTED ON SPONSORS' WEBSITES OR ELSEWHERE ON THE INTERNET AS AUTHORIZED BY SPONSORS, IN **THEIR SOLE DISCRETION.** You further acknowledge that Sponsors are not obligated to post or use your Entry. By submitting an Entry, you hereby grant the Sponsors and their respective affiliates, subsidiaries, assigns, licensees, and designees the irrevocable, perpetual, worldwide, royalty-free right and license to use, reproduce, edit, modify, publish, create derivative works from, market, store, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, and have transmitted the Entry or portions of the Entry in any form, media or technology now known or later developed, including but not limited to on any and all internet media, including Sponsors' web sites and properties and on social networking sites (i.e., Facebook, YouTube, Twitter, etc.), for any legal purpose, including but not limited to, administering the Contest and judging the Entries, marketing and advertising purposes. Should Sponsors fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsors' rights and Sponsors may at a later time request the assignment. ANY WINNING ENTRIES WHICH MAY BE POSTED TO SPONSORS' WEBSITES, IF ANY, ARE NOT EDITED BY SPONSORS AND ARE THE VIEWS/OPINIONS OF THE ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSORS IN ANY MANNER. Any waiver of any obligation hereunder by Sponsors does not constitute a general waiver of any obligation to entrants.

#### 4. PRIZES/APPROXIMATE RETAIL VALUE ("ARV"):

**Grand Prize:** There is one (1) Grand Prize available to be won. Grand Prize consists of \$10,000 awarded in the form of a check, and a complimentary consultation with a Prudential financial advisor. ARV of the Grand Prize: \$10,000

**First Runner Up Prize:** There is one (1) First Runner Up Prize available. First Runner Up Prize consists of \$5,000 awarded in the form of a check, and a complimentary consultation with a Prudential financial advisor. ARV of the First Runner Up Prize: \$5,000.

**Second Runner Up Prize:** There is one (1) Second Runner Up Prize available. Second Runner Up Prize consists of \$2,500 awarded in the form of a check, and a complimentary consultation with a Prudential financial advisor. ARV of the Runner Up Prize: \$2,500.

**Third Runner Up Prize:** There is one (1) Third Runner Up Prize available. Third Runner Up Prize consists of \$1,000 awarded in the form of a check, and a complimentary consultation with a Prudential financial advisor. ARV of the Third Runner Up Prize: \$1,000.

The complimentary consultation with a Prudential financial advisor provides an overview of your financial life with proposed solutions for you to consider. You will not receive a written plan or investment recommendations as part of the complimentary consultation. Prudential generally charges a fee for a written financial plan but not for the complimentary consultation.

**Finalist Prizes:** There are four (4) Finalist Prizes available. Each Finalist Prize consists of a trip for two (2), Finalist and one guest, to New York City, New York on dates to be determined by Sponsors between September 7-10, 2023, one (1) in-person private coaching session with Brittney Johnson, and the opportunity for the Finalist to participate in Curtain Up where Finalist will participate in the Finalist Performance for the chance to win the Grand Prize as detailed herein (the "Event") (the "Finalist Prize"). Trip component of Finalist Prize includes:

- Round-trip, coach-class airfare for two (2) from a major airport within the 48 contiguous US;
- Four (4) days / three (3) nights hotel accommodations at a hotel of Sponsors' choice;
- Round trip transfers to/from destination airport and hotel;
- Meals while at Curtain Up;
- A night on the town including dinner, a Broadway show, and a meet-and-greet with cast members (show, date and time to be determined by Sponsor). and
- \$150 Travel Allowance (to be awarded in the form of a pre-paid gift card).
- ARV of the Finalist Prize: \$2,725 each.

Finalists and Finalists' guests must comply with all Covid-19 safety precautions in place at the Event and as specified by air carrier, hotel, venue, transportation, and any other prize-related activity rules and regulations in effect, which may include providing proof that Finalist and guest have been fully vaccinated against COVID-19. Finalists and Finalists' guests agree to comply with all applicable Event regulations. Sponsors and the venue representatives reserve the right to remove or to deny entry to Finalist (and their guest) who, in Sponsors' or venue representatives' sole judgment, engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Event or who engages in any other objectionable behavior. All other expenses on the receipt and use of prize not specifically mentioned herein, including but not limited to transportation or transportation costs, necessary lodging, and any other miscellaneous expenses, are solely the responsibility of Finalists and their guests.

All travel related expenses, including but not limited to, ground transportation to and from home, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, luggage fees, food & beverage and personal expenses are the sole responsibility of Finalist and/or their guest(s). Any person that participates in the trip that is not deemed to be a guest must pay their own expenses. Finalist and guest must travel on same itinerary. Finalist and guest must have valid photo ID and any other required documentation prior to departure. Prize must be used on dates specified or prize will be forfeited. Dates are subject to change. Travel is subject to availability. Trip must be booked in advance and is only available on the three consecutive days to be specified by Sponsors between 09/07-09/10/23. Travel arrangements must be made through an agent of the Sponsors and on an airline carrier of Sponsors' choice, if applicable.

All federal, state, and local taxes, fees, and surcharges on any prize are the sole responsibility of winner of the prize. Winners of prizes with a value of \$600 or more will be issued an IRS Form 1099-MISC early in the year following the year in which prize was awarded for filing with his/her federal and state tax returns. Sponsor complies with all tax reporting requirements. The amount of any tax liability will vary depending on winner's tax bracket.

Sponsors will, in their sole discretion, determine which airport is closest to the Finalist's home. In the event the Finalist's residence is close enough to New York City, New York such that air transportation is deemed by Sponsors in their sole discretion to be unnecessary, the Sponsors reserve the right to substitute round-trip ground transportation to/from the Finalist's home or a transportation stipend in lieu of air transportation. The Finalist and their guest are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsors has not and will not obtain or provide travel insurance or any other form of insurance.

Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Finalist Prize). If Finalist elects to travel or partake in the Finalist Prize with no guest, no additional compensation will be awarded. All hotel reservations are based on availability and all holidays are excluded. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. If weather or other incident or conditions beyond the control of the Sponsors affects the ability for Finalist and their guest to redeem any portion of prize during the scheduled date and time, then the Sponsors shall have no further obligation to the Finalist and/or guest other than to supply the remaining elements of the prize package minus the unused portion of prize. Sponsors shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsors is not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsors. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by airline carrier as detailed in the passenger ticket contract. The passenger contracts in use by the airline or other transportation companies shall constitute

the sole contracts with respect to the Finalist's and their guest(s)'s transportation and such contracts shall be solely between the Finalist, their guest(s) and such transportation companies. Trip components issued in connection with the prize may not be eligible for frequent flyer miles, other rewards programs or upgrades. If for any reason whatsoever, Finalist and/or guests are unable to travel after all travel arrangements have been made and paid, the Sponsors shall have no further obligation to the Finalist. If Finalist Prize is forfeited prior to Sponsors finalizing and paying for travel, and there is sufficient time to notify an alternate Finalist, the prize will be awarded to an alternate winner whose non-winning Entry received the next-highest judging score as outlined in Section 5, Finalist Judging & Determination, below. Finalist and guest are responsible for obtaining the proper travel documentation (e.g., valid photo ID and/or passport with a minimum validity 6 months after the date of return) prior to travel. Finalist's guest must be a legal U.S. resident, 18 years or older and the age of majority in their state of residence and must complete and return a Travel Companion Liability & Publicity Release prior to travel as noted above.

In the event a Finalist or their guest engages in behavior that, as determined by the Sponsors in their sole discretion, is obnoxious or threatening, illegal, that is intended to annoy, abuse, threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsors or any of Sponsors' services, products, trademarks, service marks, or logos, Sponsors reserves the right to terminate the trip early, in whole or in part, and send the Finalist and/or their guest home with no further obligation or compensation whatsoever to Finalist and/or guest. In the event a Finalist engages in behavior during travel that (as determined by Sponsors in their sole discretion) is illegal, tortious, or subjects Finalist to arrest or detention, Sponsors shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Finalist as a result of such conduct. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF FINALIST'S ACCEPTANCE OR USE OF THE PRIZE.

**5. FINALIST JUDGING & DETERMINATION:** As Entries are received during the Contest Entry Period and through the Finalist Judging Period, such Entries will be judged and scored by a panel of judges appointed by Playbill based on the following criteria:

- A. Quality of vocal performance (1-50 points)
- B. Reflection of contest theme (1-25 points)
- C. Expression of response/stage presence (1-15 points)
- D. Creativity/originality (1-10 points)

The four (4) Entries receiving the highest scores according to the criteria listed above, in the sole determination of the judges, will be declared the potential finalists (subject to verification of eligibility) (each, a "Finalist"). In the event of a tie, the tied Entries will be re-judged by an additional judge appointed by Playbill who will serve as a tiebreaker and who will evaluate tied Entries according to the criteria listed above. If following the re-judging the entries are still tied, the entrant whose Entry receive the highest combined score for "Quality of vocal performance", as determined by the judges in their sole discretion will be deemed the Finalist from among the tied entrants. The decisions of the judges will be final and binding on all matters relating to the

Contest. The Sponsors reserve the right to award fewer prizes than advertised should there be an insufficient number of eligible Entries received to award all prizes.

**6. FINALIST CHALLENGE EVENT:** The four (4) Finalists will attend the Event September 9, 2023 at Times Square Broadway between 41<sup>st</sup> and 47<sup>th</sup> Streets in New York City, NY where each Finalist will rehearse and finally perform one (1) 1 song and be interviewed by Brittney Johnson (the "Performance"). Performance will take place on or around September 9, 2023. All Finalists must be available on the dates specified by Sponsors. Dates are subject to change.

**7. GRAND PRIZE WINNER DETERMINATION**: Sponsor to provide Finalist Event details and rules upon arrival at the Event. Sponsor will provide makeup and AV equipment, but will be required to provide their own wardrobe elements. A panel of judges appointed by the Sponsor will grade each of the Finalists' performance based on the following pre-determined set of criteria:

- A. Quality of vocal performance (1-50 points)
- B. Stage presence (1-30 points)
- C. Expression of individual personality (1-20 points)

The Finalist whose Performance receives the highest judging score based on the above will be deemed the potential Grand Prize winner. The Finalist whose Performance receives the second-highest judging score based on the above will be deemed the potential First Runner Up Prize winner. The Finalist whose Performance receives the third-highest judging score based on the above will be deemed the potential Second Runner Up Prize winner. The Finalist whose Performance receives the fourth-highest judging score based on the above will be deemed the potential Second Runner Up Prize winner. The Finalist whose Performance receives the fourth-highest judging score based on the above will be deemed the potential Third Runner Up Prize winner. In the event of a tie, the tied Finalist whose Performance received the highest combined score for Criteria A, will be deemed the potential Grand Prize winner. If additional tie breakers are needed, the tied Entry with the highest score in each of Criteria B. through C., in sequence (to the extent needed) will be declared the potential Grand Prize winner. If additional tiebreakers are needed, tied Finalists will be given a tiebreaker challenge and the Finalist who receives the highest score using the judging process as outlined above will be deemed the potential winner. The decisions of the judges will be final and binding on all matters relating to the Contest.

**8. POTENTIAL WINNER NOTIFICATIONS:** Potential Finalists and winners will be notified by Playbill via the email address provided at time of entry ("Initial Email Notification") and must follow the instructions within the Initial Email Notification to claim their prize within seven (7) days from the date that the Initial Email Notification is sent. The first potential winner of a prize shall be known as the "Original Winner". If a potential winner fails to claim their Prize in accordance with the instructions provided within the Initial Email Notification within seven (7) days from the date Initial Email Notification is sent, or in any way fails comply with these Official Rules, or is otherwise deemed ineligible by the Sponsors, then the potential winner will not receive any prize, and the Entry that received the next highest score from the Judges (see Section 4) will be deemed a potential winner of such prize and each of these shall be known as an "Alternative Winner". Time permitting, Playbill will make up to three (3) attempts to award each prize, one (1) attempt to the Original Winner and one (1) attempt for each of two (2) Alternate Winners. If no winner is confirmed for the prize after three (3) attempts, such prize will not be awarded. The return of any notification as undeliverable or Playbill's inability to contact a potential Finalist within a reasonable time-period (not to exceed 7 days) may result in

forfeiture of potential winning status and, at Playbill's sole discretion, the Entry that received the next highest score from the Judges (see Section 4) may be deemed a potential Finalist. The return of any notification as undeliverable or Playbill's inability to contact a potential Finalist within a reasonable time-period (not to exceed 7 days) may result in forfeiture of potential winning status and, at Playbill's sole discretion, the Finalist Performance that received the next highest score from the Judges (see Section 6) may be deemed a potential winner of such prize. No messages will be left on answering machines or voice mail systems. Sponsors are not responsible for technical difficulties with internet servers or other telecommunications systems beyond their control.

**9. TERMS AND CONDITIONS:** By participating in the Contest, entrants agree to abide by and be bound by these Official Rules, and the Prudential U.S. Consumer Privacy Notice which is available at prudential.com/privacy and by the decisions of the Sponsors, which shall be final and binding in all respects. By participating in the Contest, entrants agree: (a) that Released Parties will have no liability whatsoever for any injuries, losses, harm, damage, cost, or expense, including, without limitation, any personal injury (including from COVID-19 or its variants), arising from or in connection with participation, directly or indirectly, in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, attendance at, and in connection with any Prize; (b) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. If your Entry is selected as a winner, your information may be included in a publicly available winners list. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST OR THE WEBSITE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO DISQUALIFY SUCH ENTRANT AND SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT **PERMITTED BY LAW.** By accepting a prize, winners agree to release the Released Parties and hold them harmless from any and all liability whatsoever for any injuries, losses, harm, damage, cost, and/or expenses whatsoever (including without limitation, all attorneys' fees and court costs incurred) arising from or in connection with participation in the Contest or the awarding, receipt, possession, use, or misuse of a prize. Participation in the Contest will further constitute and signify entrant's (or their parent/legal guardian if 18 but considered a minor in their jurisdiction of residence) agreement and consent that Sponsors and/or Sponsors' assignees may use the entrant's name, likeness, recording of their Performance and/or biographical information in any media worldwide without limitation for promotional purposes without further compensation. If, for any reason, the Contest is not capable of running as planned by any cause, including fraud, computer virus and electronic, network, computer or other technical malfunctions, which, in the sole opinion of the Sponsors, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest, Sponsors reserve the right, at their sole discretion to cancel, terminate, modify or suspend the Contest and, if terminated, at Sponsors' discretion, to judge and determine winners from among all eligible, non-suspect Entries received up to time of such action or as otherwise deemed fair and equitable by Sponsors. No more than the stated number of winners in these Official Rules will be awarded.

10. BINDING ARBITRATION, GOVERNING LAW, AND LIMITATION OF LIABILITY: Any controversy or claim arising out of or relating to the Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsors will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than those claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsors shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THE CONTEST, 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 CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) TO THE EXTENT ALLOWED BY APPLICABLE LAW, ENTRANT WILL NOT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONETARY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR

# CONSEQUENTIAL DAMAGES, SO RELEVANT PORTIONS OF THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

By participating in the Contest, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsors with respect to the Contest, shall be governed by, and construed in accordance with, the laws of State of New York without giving effect to any choice of law or conflict of law rules. By participating in the Contest, entrant consents to the jurisdiction and venue of the federal, state, and local courts located in New York, New York. In the event of any discrepancy or inconsistency between these Official Rules and disclosures or other statements contained in any Contest-related materials or made by any representative of Sponsors, these Official Rules shall prevail, govern, and control.

**11. SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**12. NAMES OF WINNERS:** For the names of the winners, available after September 10, 2023, send a self-addressed, business-size envelope with proper postage affixed by October 10, 2023 to: Prudential Stages on Broadway Brought to You by Playbill ContestWinners, 729 Seventh Ave, 4<sup>th</sup> Floor, New York, NY 10019.

**13. SPONSORS**: Playbill Inc., 729 Seventh Ave, 4<sup>th</sup> Floor, New York, NY 10019.

Prudential Insurance Company of America, 751 Broad Street, Newark, NJ 07102.