

# OFFICIAL RULES CADILLAC ULTIMATE THEATER EXPERIENCE SWEEPSTAKES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** THE CADILLAC ULTIMATE THEATER SWEEPSTAKES (THE "SWEEPSTAKES") BEGINS AT 12:00 A.M. EASTERN TIME ("EST") ON MAY 15, 2022, AND ENDS ON JUNE 6, 2022, AT 11:59 P.M., EST (THE "PROMOTIONAL PERIOD"). ADMINISTRATOR'S COMPUTER WILL BE THE OFFICIAL TIME-KEEPING DEVICE FOR THE SWEEPSTAKES.

**ELIGIBILITY:** THE SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE STATES OF NEW YORK, CONNECTICUT, AND NEW JERSEY, WHO ARE 18 YEARS OF AGE OR OF THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE, WHICHEVER IS OLDER, AT TIME OF ENTRY AND HAVE A VALID EMAIL ADDRESS AND INTERNET ACCESS BEFORE MAY 15, 2022, ("ENTRANT"). ALL OTHERS ARE INELIGIBLE TO ENTER AND WILL BE DISQUALIFIED. VOID WHERE PROHIBITED OR RESTRICTED. Employees of Cadillac Motor Division, General Motors LLC, Tri-State Cadillac Dealers Association ("Sponsor"), EventLink LLC ("Administrator"), Jack Morton Worldwide, Playbill Magazine ("Prize Fulfillment Entity"), Tony Awards Productions, and their respective parents, affiliates, subsidiaries, dealerships, distributors, and their advertising and promotion agencies and the members of their immediate families (spouses and parents, siblings, children and their spouses and in-laws) and persons living in the same household with such individuals (whether related or not) are not eligible to enter or win.

**AGREEMENT TO THE OFFICIAL RULES:** By participating, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor, Administrator, and Prize Fulfillment Entity, which are binding and final on matters relating to this Sweepstakes. This Sweepstakes is subject to all applicable federal, state and local laws. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**TO ENTER:** There will be one (1) Grand Prize Sweepstakes winner for the Sweepstakes to be determined by random drawing from all eligible Entries received during the Promotional Period. There is one (1) way to enter the Sweepstakes during the Promotional Period:

**VIA WEBSITE:** Visit the website [www.CadillacTheaterExperience.com](http://www.CadillacTheaterExperience.com) (the "Website") during the Promotional Period and complete the online entry form with the required contact information and submit as directed ("Entry"). ENTRIES MUST BE SUBMITTED AND RECORDED BY 11:59 P.M. EST ON JUNE 6, 2022.

**LIMIT:** THERE IS A LIMIT OF ONE (1) ENTRY PER PERSON. Entries will be deemed made by the authorized account holder of the email address submitted at the time of Entry. The authorized account holder is 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. Any potential winner may be required to show proof of being the authorized account holder. No mechanical reproductions of entry forms permitted. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different identities, registrations or any other methods will void that participant's entries and that participant may be disqualified. Entrants are responsible for all charges imposed by their Internet service provider, including any applicable taxes on such services, in connection with submission of an entry. Administrator is not responsible for lost, late, incomplete, invalid, unintelligible, unreadable, or misdirected registrations, which will be disqualified. Administrator will not accept submissions from wireless domains, blacklist domains, or any email address Administrator deems to be potentially harmful to the Website. Use of any automated system to participate is prohibited and will result in disqualification. All entries become the property of Sponsor and/or Administrator and will not be acknowledged or returned. Please also see the "Entrant's Personal Information" section below, of these Official Rules.

**WINNER SELECTION:** The Sweepstakes winner will be selected by Administrator in a random drawing conducted on or about JUNE 7, 2022, from among all eligible Entries received during the Promotional Period. Winner will be notified by

phone and/or email and will be required to respond to the notification within forty-eight (48) hours from initial contact indicating whether he/she can accept the prize. If no response is received within the time allotted, an alternate winner will be randomly selected from the remaining eligible Entries (time permitting). Sponsor is not responsible for suspended or discontinued wireless service or change in email or phone number, which may result in a potential winner not receiving initial prize notification. Winner will be required to complete, sign and return an affidavit of eligibility and liability and publicity release within three (3) days of prize acceptance. Winner's guest must be at least 18 years of age as of the end date of the Sweepstakes, unless a child or legal ward of Winner, and may be required to complete, sign and return a liability and publicity release within the same time period. If the Winner's notification is rejected, returned, or deemed undeliverable or the Winner fails to execute and return the affidavit/release within the specified time or if he/she is otherwise ineligible to receive the Prize, that potential Winner will be deemed ineligible and the prize will be awarded to an alternate selected at an alternate random drawing from all remaining eligible entries, time permitting. In the Sponsor's sole discretion, a selected Winner may be required to forfeit the prize and an alternate winner may be selected in accordance with these Official Rules, time permitting, from the remaining eligible entries if selected winner (i); declines or cannot accept, receive or use the prize for any reason or (ii) fails to comply with these Official Rules. Unclaimed prizes will not be awarded.

**GRAND PRIZE/ODDS:** One (1) randomly selected Grand Prize Winner will receive the Cadillac Ultimate Theater prize package that includes:

1. Two (2) nights' hotel accommodations (double occupancy) in New York City at a location to be determined by the Prize Fulfillment Entity.

CHECK-IN: June 11, 2022

CHECK-OUT: June 13, 2022

2. Two (2) tickets to the 2022 Tony Awards held on June 12, 2022.

3. Transportation to and from the 2022 Tony Awards.

4. Gift Certificate for Dinner for two (2) at Sardi's.

(Prize Fulfillment Entity will provide a \$200.00 gift certificate directly to the restaurant. Winner is responsible for any amount over \$200.00)

The Total Approximate Aggregate Retail Value of the Grand Prize is: \$4,802.00.

ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED.

**GENERAL PRIZE RESTRICTIONS:** Sweepstakes administration, winner selection, and prize claim verification will be conducted by Administrator. Prize fulfillment will be conducted by Prize Fulfillment Entity. Prizes are subject to terms and conditions of issuer and ticket distributor and no substitution will be made except as provided herein at the Sponsor's or Prize Fulfillment Entity's sole discretion. Tickets are subject to certain terms and conditions as specified by ticket governing body. All meals (not included in prize), taxes, gratuities, transportation, and any other expenses not specifically identified in these Official Rules are the sole responsibility of the Winner. Prizes (including their individual components) may not be transferred or assigned. No cash or other substitution may be made, except by the Sponsor/ or Prize Fulfillment Entity, who reserves the right to substitute a Prize in whole or in part with another prize of comparable or greater value if the intended prize (or any portion thereof) is not available for any reason as determined by the Sponsor/ or Prize Fulfillment Entity in its sole discretion. **Winner is fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes).** The Winner may be required to provide, to Administrator, their Social Security number or tax ID for tax reporting purposes as the Winners will be issued an IRS Form 1099 reflecting the actual value of a Prize. Except where prohibited by law, the acceptance of a prize, or being accepted as a Winner, constitutes permission for Sponsor and Administrator to use the Winner's name, hometown, likeness, statements and other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without additional compensation, prize, incentive, consideration, consent or review; and upon request, the Winner must provide written consent to such use. All prize details are at Administrator's and/or Sponsor's or Prize Fulfillment Entity's sole discretion.

This Sweepstakes may be canceled or postponed by Sponsor at any time in its sole discretion due to pandemic (e.g., Coronavirus/COVID-19). Additionally, any prize trip may be rescheduled, canceled or substituted in Sponsor's sole and absolute discretion. Special notice regarding travel and event attendance: Winner and guest are responsible for staying informed of and complying with all local laws and all travel and event venue rules and policies, which may include, but are not limited to a temperature check, social distancing, masking, proof of vaccination, and/or proof of negative virus testing. Sponsor, the applicable travel airline, event venue staff, and their respective agents, each reserve the right, in their sole discretion, to remove or deny travel or to revoke access to the event to winner and/or guest who does not comply with any of the aforementioned rules, is intoxicated, presents a safety risk, engages in disruptive behavior, or acts with the intent to annoy, abuse, threaten, or harass any other person. Covid-19 health protocols may change at any time and Sponsor, Administrator, and event venue, have no obligation or responsibility to any person who is unable to comply with updated requirements, is denied entry, or who may be removed from the event.

**RELEASE:** By participating (a) Entrants release Sponsor, Administrator, Prize Fulfillment Entity, Cadillac Motor Division, General Motors LLC, Jack Morton Worldwide, Tony Awards Productions, and their respective subsidiaries, affiliates, limited liability companies, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, shareholders, directors, members, employees, licensors, dealerships, and agents (collectively the "Released Parties"), from any and all liability for any claims, costs, injuries, losses, or damages, of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the prize; (b) Entrants, by participating, agree that Released Parties will have no liability whatsoever, and shall be held harmless by Entrants against any liability, for any injuries, losses or damages of any kind, including, but not limited to, death or destruction of property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize(s) (including any travel or activity associated thereto) or participation in this Giveaway; and (c) acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty representation or guarantee, expressed or implied, in fact or in law, relative to a prize, including, but not limited to, the prize quality or availability.

**LIMITATIONS OF LIABILITY:** Neither Released Parties nor any service providers are responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage related to or resulting from participation in this Giveaway. Neither Released Parties nor any service providers are responsible for typographical or other error in the printing of Giveaway materials, the administration of the Giveaway, or the announcement of the prize winner, including any such error as may give an erroneous indication that a prize has been won. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, RELEASED PARTIES RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

**GENERAL CONDITIONS:** Sponsor or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned, or the integrity and/or feasibility of the Sweepstakes is undermined by any event, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures, fire, flood, epidemic, pandemic, public health crisis (e.g., COVID-19), earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or by other cause not reasonably within Sponsor's control (each a "Force Majeure" event), Sponsor and/or Administrator shall have the right, in their discretion, to abbreviate, modify, suspend, cancel, or terminate the Sweepstakes without further obligation. If Sponsor or Administrator, in their sole discretion, elects to abbreviate the Sweepstakes as a result of a Force Majeure event, Sponsor and/or Administrator reserves the right to randomly award prizes from among all the eligible entries received up to the date of such Force Majeure event or otherwise modify the Sweepstakes as may be deemed fair and equitable by the Sponsor in its sole discretion. In the event of any cancellation, termination or suspension, notice thereof will be posted at <http://www.go2eventlink.com/rules>. Entries not complying with all rules are subject to disqualification. Administrator

reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. If any provision(s) of these Official Rules is held invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**GOVERNING LAW/JURISDICTION/DISPUTE RESOLUTION:** Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal, state and local courts for King's County, New York; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 Sponsor in connection with the Sweepstakes, 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 (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of New York.

**WINNER'S NAME:** The name of the Grand Prize winner will be available after July 12, 2022 and may be obtained by sending a self-addressed stamped envelope to: Winner's Name, CADILLAC ULTIMATE THEATER EXPERIENCE SWEEPSTAKES, c/o EventLink LLC, 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, Illinois 60148, for receipt no later than August 30, 2022.

**ENTRANT'S PERSONAL INFORMATION:** Any personally identifiable information collected during an Entrant's participation in this Promotion will be collected by Administrator and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with Sponsor's Privacy Statement located at (<https://www.gm.com/privacy-statement.html>) and Administrator's Privacy Statement found at <http://go2eventlink.com/privacy-policy/>. By entering the Sweepstakes, you agree to all of the terms and conditions of Sponsor's and Administrator's Privacy Statements.

**SPONSOR:** Tri-State Cadillac Dealers Local Marketing Association (LMA), Kristal Auto Mall, 5200 Kings Highway, Brooklyn, NY 11234.

**PRIZE FULLFILMENT ENTITY:** Playbill Magazine, 525 Seventh Avenue, Suite 1801, New York, NY 10018.

**ADMINISTRATOR:** EventLink LLC, 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, Illinois 60148.