# GRAND GENEVA GINGERBREAD HOUSE CONTEST OFFICIAL RULES

# NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING

- 1. <u>Sponsor.</u> Grand Geneva, LLC, a Wisconsin limited liability company having an address of 111 East Kilbourn Avenue Suite 1200, Milwaukee, WI 53202 ("Sponsor").
- 2. Prize Fulfillment. Sponsor will fulfill the prizes awarded under the Contest.
- 3. Eligibility. The Grand Geneva Gingerbread House Contest (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia (the "Eligibility Area") who are four (4) years of age or older at the time of entry. Entrants who are under the age of eighteen (18) at the time of entry must have the permission of their parent or quardian to enter. Employees of Sponsor and its parent and affiliated companies, including, without limitation, The Marcus Corporation, Marcus Hotels, Inc., and Marcus Theatres, LLC, and employees of any advertising and promotional agencies affiliated with those companies (collectively, together with the subsidiaries of each of them, ("Sponsor Affiliates"), and the immediate family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term "immediate family members" includes spouses, parents, grandparents, siblings, children and grandchildren. Entries must be received by the end of the Entry Period. Any entries received after the end of the Entry Period will be disregarded and not included in the Contest. Void outside of the Eligibility Area. The Contest is subject to all federal, state, and local laws and regulations and is void where prohibited by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning the prize is contingent upon fulfilling all requirements set forth in these Official Rules.
- 4. How to Enter. Beginning at 5:00 p.m. Central Daylight Time (CDT) on Thursday, September 18, 2025, and ending at 5:00 p.m. Central Standard Time (CST) on Friday, November 14, 2025 (the "Entry Period"), entrants may register to participate in the Contest as an individual or team and must submit a completed Competitor Entry Form online at grandgenevagingerbread.com. Each entrant then must deliver their completed gingerbread house in-person to Grand Geneva Resort & Spa, 7036 Grand Geneva Way, Lake Geneva, WI 53147, on Wednesday, November 19, 2025, or Thursday, November 20, 2025 between 10:00 a.m. 6:00 p.m. CST ("Registration"). Together, the completed Competitor Entry Form and the submitted gingerbread house are considered an "Entry". Sponsor's computer is the official time-keeping device for the Contest, including for determining whether an Entry is received during the Entry Period and Registration. All Entries received after the end of the Entry Period or Registration (as applicable) will be disregarded and not included in the Contest.

For individual Entries, the entrant (or the entrant's parent or legal guardian) will receive all correspondence, notifications, and updates regarding the Contest via the email address listed on the submitted Entry Form. If the individual entering is under 18 years of age as of the date of the Entry, consent from a parent or legal guardian is required in addition to disclosing the minor's age and date of birth. Each individual may only submit one Entry. If more than one Entry is submitted by an entrant, only the first Entry received by Sponsor will be included in the Contest and all others will be disqualified. A physical, printed copy of the optional Entry Description Summary is to be submitted at Registration (if included).

For team Entries, the team must designate a Team Captain. The Team Captain will receive all correspondence, notifications, and updates on behalf of the team regarding the Contest via the email address listed on the submitted Entry Form. Individuals cannot participate on more than one

team, nor are they able to submit an individual entry in addition to a team entry. Teams are to submit only one Competitor Entry Form, including only the Team Captain's contact information. If entering as a school group, the classroom teacher should be listed as the Team Captain and provide his or her contact information. If individuals working on a team entry are of varied ages, the team must enter in the appropriate category for the oldest individual on the team. Individuals 18 years of age but still enrolled in high school may compete in the Teen Category as a member of a team entry. If the individual(s) entering is under 18 years of age by the date of the Contest, consent from a parent/legal guardian(s) is required in addition to disclosing the minor's age and date of birth. A list of each team member's full name and age will need to be submitted to complete an Entry. Each team may only submit one Entry. In the event a team Entry wins a prize, the Team Captain will be the recipient of any prizes. Distribution of ribbon and splitting of any prize will be left to the Team Captain to determine. Sponsor is not able to supply ribbons for each individual on a team. Entrant will receive a confirmation email containing the team's unique entry number upon receipt of a completed Competitor Entry Form. A physical, printed copy of the optional Entry Description Summary is to be submitted at Registration (if included).

The requirements for construction of the gingerbread house are as follows. SIZE LIMITATIONS

The house must be placed on a board base. Entries combined with a base must not be larger than 24 inches high, 24 inches wide, and 24 inches long. Use of  $\frac{1}{2}$ " or  $\frac{3}{4}$ " plywood as a base is recommended. Use of pegs/risers/feet on the bottom of the base is preferred but not required. Any pegs/risers/feet on the underside of the base are considered as part of the base and must not cause the overall height to exceed 24 inches. Weight is not to exceed 50 pounds.

#### MATERIALS AND CONSTRUCTION

Everything above the base of must be composed completely of edible materials. 100% of the house must be handcrafted. The main structure of the house must be constructed of at least 75% gingerbread, some of which should be exposed. Edible materials are not limited to candies and icings. Use of gum paste, fondant, pastillage, chocolate, modeling chocolate, royal icing, isomalt, cast sugar, gelatin, and pressed sugar is permitted and encouraged. Use of "Disco Dust", "Rainbow Dust" or "Hologram Powder" is permitted.

Any Entry with non-edible components or using unapproved techniques such as machine designed, 3d printed, and laser cut components will be automatically disqualified from placing in the Contest. No artificial display materials, such as Styrofoam, interior lighting or other electronic components are to be used in the construction or decoration of the Entry. Candies must be unwrapped and free of any non-edible materials, for example, lollipop sticks. Non-edible materials such as paint and/or ribbon are approved and encouraged to decorate the outer edge of the plywood base only. Decorations must not cause the Entry to exceed the required size limitations.

#### ORIGINAL WORK; NO INFRINGEMENT

Entries must be an original creation solely constructed by the individual or team members entering the Contest. Teen, Youth, and Child entrants may be supervised, for safety precautions, by a parent, legal guardian, or classroom teacher. Example: assistance with operating a stovetop or oven. There is no overall theme for the Contest. Although this holiday Contest is considered a gingerbread "house" contest, entries are not limited to the structure of a house. Entrants are welcome and encouraged to uniquely design their Entry. Any theme should be the entrant's own and consistent throughout the Entry.

Sponsor has the sole discretion to determine whether a submission qualifies as an Entry by meeting the requirements of these Official Rules. Any Entry that is, in Sponsor's sole discretion, obscene, profane, lewd, defamatory, contains any third party materials, or otherwise violates or infringes (or may infringe) any right of publicity/privacy, copyright, trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable or not in keeping with Sponsor's image, may disqualify the Entry.

#### REGISTRATION, DISPLAY, AND REMOVAL

Each entrant must deliver their Entry during Registration and must stay with their Entry until final placement at the resort. Once placed, Entries will remain on display until Thursday, January 1, 2026 or until the house begins to deteriorate as determined by Sponsor in its sole discretion. If the house starts deteriorating, the resort has the right to move the house from public display. Any Entry not picked up between the hours of 9:00 a.m. and 5:00 p.m. CST on Thursday, January 1, 2026 and Friday, January 2, 2026, will be discarded after 6:00 p.m. on January 2, 2026.

#### **ENTRY DESCRIPTION**

Entrants must include an Entry Description under 500 characters, made part of the Competitor Entry Form, with their Entry. The purpose of this Entry Description is to better inform the judges of the entrant's vision, process, materials and technique that may not be obvious from viewing the finished product. This is also where any specific theme or backstory of an Entry can be briefly explained. Sponsor will provide a sign, which will include the Entry Description. The sign will be displayed alongside an Entry at the discretion of Sponsor. Sponsor reserves the right to make grammatical and similar edits to the Entry Description prior to public display.

- 5. <u>Cost to Enter.</u> There is no fee required to enter the Contest.
- 6. Selection of Winners; Prizes.

Winners will be selected by the Judges.

Sponsor has designated at least three (3) employees of the Grand Geneva Resort and Spa and at least two (2) volunteers from the United Way of Walworth County (the "Judges") to select the winners. The Judges will select a 1st place winner, a 2nd place winner, and a 3rd place winner from all eligible Entries. In addition to the place winners, the Judges will also select a winner from each of the following categories: Age 4-6, Age 7-11, Age 12-17, Age 18 and older, and Family or Group to win a prize. 1st, 2nd and 3rd places winners are not eligible to win the age categories divisions. The Judges will judge based on the following criteria (weighed on an equal basis): 1) overall appearance; 2) originality and creativity; 3) difficulty; 4) precision; and 5) consistency of the theme, as noted on the Competitor Entry Form. Decorative elements that are handmade will carry more weight than similar, prefabricated items. In the event that there is a tie, the Judges will re-judge those that are tied solely based on originality and creativity. The winners will be notified by Sponsor on about November 24, 2025, at the email address listed on the associated Entry.

All rulings by the Judges are final.

## **Overall Winner Prizes:**

- 1st place overall winner One Thousand Dollars (\$1,000)
- · 2<sup>nd</sup> place overall winner Five Hundred Dollars (\$500)

· 3<sup>rd</sup> place overall winner - Two Hundred and Fifty Dollars (\$250)

### **Age/Category Prizes:**

One winner will be rewarded per category as follows:

- Age 4 6: Timber Ridge Lodge and Water Park at Grand Geneva COOL Party Package for twelve (12) people (10 children and two chaperones) including waterpark passes, four (4) hours of swim, one (1) 16" cheese pizza and two (2) pitchers of soda (total verifiable retail value (TVRV) \$249).
- · Age 7 11: Timber Ridge Lodge and Water Park at Grand Geneva COOL Party Package for twelve (12) people (10 children and two chaperones) including waterpark passes, four (4) hours of swim, one (1) 16" cheese pizza and two (2) pitchers of soda (TVRV \$249).
- · Age 12 17: Adventure Package at the Grand Geneva Resort and Spa for four (4) including rock climbing, lift tickets, and Timber Ridge Lodge and Waterpark at Grand Geneva waterpark passes (TVRV \$349).
- Age 18 & up: Dinner for two (2) at the Grand Geneva Resort and Spa (TVRV \$250).
- Family or Group: Waterpark passes at the Timber Ridge Lodge and Waterpark for a group of up to ten (10) people with pizzas and soda (TVRV \$249).

Sponsor is not responsible if a prize notification is not received for any reason. Disqualification and the selection of an alternate winner may result from any of the following: (1) potential winner's inability to accept prize; (2) potential winner's failure to execute and return an Affidavit of Eligibility/Release of Liability/Publicity Release by the deadline stated by Sponsor in the prize notification; (3) the return of a prize notification as undeliverable; or (4) any other non-compliance with these Official Rules. Sponsor will attempt to contact up to two (2) potential winners of the prize and if unable to confirm a winner, at Sponsor's option, a prize may go un-awarded.

There is no substitution for a prize and a prize is not transferable or redeemable for cash. Advance reservation may be required, and a prize may be subject to availability. Blackout dates and restrictions may apply due to seasonal periods or special events, and normal arrival/departure restrictions apply. Prizes may expire. No substitution, exchange or cash redemption of prize is permitted. All federal, state and local taxes related to any prize is the sole responsibility of the winner. All other expenses and costs not expressly listed above are the winner's sole responsibility. For the name of the winner(s), available after January 12, 2026, send a request for the winners' names to Grand Geneva Resort & Spa, Attn: Marketing Department – Gingerbread House Contest, 7036 Grand Geneva Way, Lake Geneva, WI 53147.

7. <u>Conditions Disclaimers and License:</u> By entering this Contest, each entrant agrees that: (1) he or she will abide by and be bound by these Official Rules; (2) the Entry becomes solely the Sponsor's property and will not be acknowledged or returned, unless picked up between the hours of 9:00 a.m. and 5:00 p.m. on Thursday, January 1, 2026 or Friday, January 2, 2026. All Entries will be discarded after 6:00 p.m. on Friday, January 2, 2026; (3) neither Sponsor nor any of its affiliated companies or the advertising and promotional agencies affiliated with Sponsor or those affiliated companies, nor any of their officers, directors, employees, agents or representatives (collectively, Sponsor's "Affiliates") are responsible for claims, injuries, death, losses or damages of any kind resulting from Contest participation or inability to participate; the awarding, acceptance, use, misuse, possession, loss or misdirection of the prize or parts thereof; or participation in any prize related activity; (4) winner's acceptance of the prize constitutes the grant of an unconditional

right to use winner's name, address (city and state only), voice, likeness, photograph, Entry (including images of the winner's gingerbread house), biographical and prize information and/or statements about the Contest for any publicity, advertising and promotional purposes, including the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including without limitation, the World Wide Web, without additional compensation or limitation, except where prohibited by law; (5) any portion of the prize not accepted by the winner will be forfeited; (6) Sponsor is not responsible for any inability of the winner to accept the prize for any reason; (7) in the event that any dispute arises regarding the meaning or interpretation of these Rules, the dispute shall be resolved by applying the laws of the State of Wisconsin by and within the courts of the State of Wisconsin; (8) by entering this Contest, the entrant agrees that Sponsor has the sole right to decide all matters relating to the Contest, including fact, interpretation, eligibility, procedure, fulfillment, and disputes from the Contest and its determination of the qualifiers and winner is final. In the event a question arises regarding a winner's identity, Entry will be deemed made by the holder of the email account associated with the Entry. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, mechanically reproduced, postage due, misdirected, late, irregular in any way, or otherwise not in compliance with these Rules.

Although Sponsor attempts to ensure the integrity of the Contest, neither Sponsor nor its Affiliates are responsible for the actions of entrants or other individuals in connection with the Contest, including attempts by entrants or other individuals to circumvent these Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. If, for any reason, the Contest is not capable of running as planned 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 which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Sponsor reserves the right in its sole and absolute discretion to modify these Rules, and/or to cancel, terminate, modify or suspend all or any part of the Contest, and in the event of cancellation or termination, to select winners from among all eligible non-suspect entries received up to the time of such cancellation, termination, modification, or suspension, as applicable. Inclusion in such pool of entries will be each entrant's sole and exclusive remedy under such circumstances. Proof of submitting Entry will not be deemed receipt of such Entry by Sponsor.

THE **RULES** WILL BE **POSTED** ΑT SPONSOR'S WEBPAGE AT www.grandgenevagingerbread.com THROUGHOUT THE ENTRY PERIOD. BY ENTERING AND PARTICIPATING IN THIS CONTEST, EACH ENTRANT REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED BY ENTRANT IN CONNECTION WITH THE CONTEST IS TRUE. ACCURATE AND COMPLETE. SPONSOR AND ITS AFFILIATES RESERVE THE RIGHT, AT ANY TIME AND AT THEIR SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS CONTEST OR ANY FUTURE CONTEST, OR OTHER PROMOTIONS OF THE SPONSOR AND/OR ITS AFFILIATES, ANY INDIVIDUAL SUSPECTED OF TAMPERING WITH THE ENTRY PROCESS, THE OPERATION OF THE CONTEST; ACTING IN VIOLATION OF THESE OFFICIAL RULES, OR SPONSOR'S AND/OR ITS AFFILIATES TERMS OF SERVICE, PRIVACY POLICY OR OTHER TERMS, CONDITIONS OR GUIDELINES; ACTING IN BAD FAITH OR IN A DISRUPTIVE MANNER, OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON; HAVING FAILED TO AGREE TO THESE RULES; OR VIOLATING OF THESE RULES.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF THESE RULES, AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD SPONSOR AND/OR ITS AFFILIATES BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE ENTRANT(S)

AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION, CRIMINAL PROSECUTION.

8. <u>Limitations on Liability</u>: Neither Sponsor nor the Sponsor Affiliates shall be liable to the prize winner or any other person for failure to supply the Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's or its Affiliates' sole control.

Any claim by an entrant must be brought in an individual capacity and not part of any class action or similar collection active on behalf of similarly situated individuals.

IN NO EVENT WILL THE SPONSOR NOR THE SPONSOR AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR ANY WAY CONNECTED TO THE CONTEST, INCLUDING WITHOUT LIMITATION, ANY ACCESS AND/OR USE OF THE SPONSOR'S HOTELS OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS, OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THE CONTEST, ALL PRIZES, AND ALL MATERIALS PROVIDED IN CONNECTION WITH THE CONTEST 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.

9. <u>RELEASE AND INDEMNIFICATION</u>: BY ENTERING THE CONTEST, EACH ENTRANT RELEASES AND HOLDS THE SPONSOR AND SPONSOR'S AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHT, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST OR PARTICIPATION IN ANY CONTEST RELATED ACTIVITY, INCLUDING WITHOUT LIMITATION, ACCESS TO ANY MATERIALS, OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

### 10. MISCELLANEOUS:

- A. Privacy: Information submitted in connection with the Contest will be treated in accordance with these Official Rules and the Sponsor's Privacy Policy (as may be amended from time to time), currently located at <a href="https://www.marcushotels.com/privacy-policy">https://www.marcushotels.com/privacy-policy</a> provided, that if there is a conflict between these Official Rules and such Privacy Policy, the terms and conditions of the Official Rules shall prevail. If a participant chooses to opt-in to a specific offer from a participating Sponsor Affiliate, participant's personal information will be subject to that Sponsor Affiliate's privacy policy and terms of service (if applicable) and such participant agrees to receive email communication from that Sponsor Affiliate. Opting in to specific offers does not improve a participant's chances of winning.
- B. Severability, Headings: 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.

C. LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of any participant or Sponsor in connection with the Contest shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

4936-6803-1334 v.1