

GRAND GENEVA 2026 GINGERBREAD HOUSE CONTEST

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING. MANY WILL ENTER; FEW WILL WIN. VOID OUTSIDE THE ELIGIBILITY AREA AND WHERE PROHIBITED.

1. Sponsor. Grand Geneva, LLC, a Wisconsin limited liability company having an address of 111 East Kilbourn Avenue, Suite 1200, Milwaukee, WI 53202 ("Sponsor"). As used in these Official Rules, "Sponsor Affiliates" means, collectively, Sponsor; its parent, subsidiary and affiliated companies, including, without limitation, The Marcus Corporation, Marcus Hotels, Inc., and Marcus Theatres, LLC; any advertising, promotional, marketing or fulfillment agency engaged in connection with the Contest; the Judges; each other individual or entity engaged in the development, administration, promotion, judging or fulfillment of the Contest; and the respective officers, directors, managers, members, shareholders, employees, agents, contractors and representatives of each of the foregoing.
2. Prize Fulfillment. Sponsor will fulfill the prizes awarded under the Contest.
3. Eligibility. The Grand Geneva 2026 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 majority in their state of residence at the time of submission of the Competitor Entry Form to Sponsor (each, a "Minor") must have the permission of their parent or legal guardian to enter. Notwithstanding anything herein to the contrary, (a) any entrant who is a Minor may participate only if their parent or legal guardian has read and agreed to these Official Rules on the entrant's behalf, and such parent or legal guardian agrees that he or she will be deemed the entrant of record for all purposes of these Official Rules, including the grants of rights, releases, waivers, limitations of liability and indemnities set forth herein; and (b) any entrant who is under thirteen (13) years of age may participate only if his or her parent or legal guardian completes and submits the Competitor Entry Form on the entrant's behalf using the parent's or legal guardian's own name and contact information. Employees of the 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. 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 10, 2026, and ending at 5:00 p.m. Central Standard Time (CST) on Friday, November 13, 2026 (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 18, 2026, or Thursday, November 19, 2026, 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.
- A. Individual Entries. For individual Entries, the entrant (or the entrant's parent or legal guardian, if a Minor) will receive all correspondence, notifications, and updates regarding the Contest via the email address listed on the submitted Competitor Entry Form. If the individual entering is a Minor, consent from a parent or legal guardian is required in addition to disclosing the Minor's age. In that case the Competitor Entry Form must be completed and submitted by the entrant's parent or legal guardian, using the parent's or legal guardian's name, email address and contact information, and all correspondence, notifications and updates will be sent to that parent or legal guardian. 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.
- B. Team Entries. 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 Competitor 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 an entrant is a Minor, consent from a parent/legal guardian is required in addition to disclosing the Minor's age. A list of each team member's name will need to be submitted to complete an Entry. By submitting an Entry on behalf of a team, the Team Captain represents and warrants that he or she has full authority to agree to these Official Rules on behalf of, and to bind, each member of the team (and for any team member that is a Minor, that member's parent or legal guardian), including with respect to the grants of rights, releases, waivers, limitations of liability and indemnities set forth herein, and that he or she has obtained the consent of the parent or legal

guardian of each team member who is a Minor. Sponsor may require written evidence of that authority and consent as a condition of participation or of awarding any prize. 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 prize. Splitting of any prize will be left to the Team Captain to determine. Entrant will receive a confirmation email containing the team's unique entry number upon receipt of a completed Competitor Entry Form.

- C. Cost to Enter. There is no fee required to enter the Contest.
 - D. 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 Friday, January 1, 2027, 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 Friday, January 1, 2027, or Saturday, January 2, 2027, will be discarded after 6:00 p.m. on Saturday, January 2, 2027. Entries are displayed in publicly accessible areas of the resort. Each entrant acknowledges and assumes all risk of loss of, damage to, deterioration of, theft of, and tampering with the Entry from the time of Registration until the Entry is removed or discarded and agrees that no Sponsor Affiliate has any obligation to insure, safeguard, secure, repair or replace any Entry or to compensate any entrant for any such loss or damage.
 - E. Entry Title and Description. Entrants must provide an Entry title of no more than sixty (60) characters (the "Entry Title") and an Entry description of no more than 500 characters (the "Entry Description"), each made part of the Competitor Entry Form and submitted with their Entry. The purpose of the Entry Description is to better inform the Judges (as defined in Section 11.A) 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, if desired. Sponsor will provide a sign, which will include the Entry Title and 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 Title and the Entry Description prior to public display, and to decline to display any Entry Title or Entry Description. Each entrant must also submit a physical, printed copy of the Entry Title and Entry Description at Registration.
5. Gingerbread House Requirements. The requirements for construction of the gingerbread house are as follows (collectively, the "Requirements"):

- A. Size. 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 1/2" or 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.
- B. Materials and Construction. Everything above the board base 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 such decorative dust must be non-toxic and labeled by its manufacturer as food-safe. Any Entry with non-edible components or using unapproved techniques such as machine-designed, 3D-printed, or laser-cut components will, except as expressly permitted in this Section 5.B, be automatically disqualified from 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.
- C. Original Work. Entries must be an original creation solely constructed by the individual or team members entering the Contest. No Entry may have been entered in, submitted to, or awarded a prize in any other contest, competition or promotion, and no Entry may have been previously published or publicly displayed. Entrants who are Minors 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.
6. Sponsor Discretion. Sponsor has the sole discretion to determine whether a submission qualifies as an Entry by meeting the Requirements. Any Entry (including any Entry Title or Entry Description) 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.

7. Verification; No Obligation to Provide Feedback. Sponsor reserves the right, in its sole and absolute discretion and at any time, to require proof, in a form acceptable to Sponsor, of the identity, age, residence and eligibility of any entrant or team member, of the consent of any parent or legal guardian, of the authority of any Team Captain, and of compliance with the Requirements and these Official Rules. Failure to provide any documentation requested by Sponsor within the time specified by Sponsor may result in disqualification and the selection of an alternate winner. Sponsor further reserves the right, in its sole and absolute discretion, to require an entrant to correct, modify or remove any element of an Entry as a condition of continued participation. Neither Sponsor nor any Judge is under any obligation to provide feedback to any entrant with respect to any Entry or to explain the basis for any judging decision.
8. Entrant Representations and Warranties. By submitting an Entry, each entrant (and, for any entrant that is a Minor, the entrant's parent or legal guardian, and for a team Entry, the Team Captain on behalf of each member of the team) represents and warrants that: (a) the Entry is the original work of the entrant/team and was created solely by the entrant or by the team members identified on the Competitor Entry Form; (b) the entrant owns or controls all rights in and to the Entry that are necessary to grant the rights granted in these Official Rules; (c) the Entry and its submission do not and will not violate any law, statute, ordinance or regulation; (d) the Entry does not and will not infringe or violate any copyright, trademark, trade dress, right of publicity or privacy, or any other right of any third party, and does not incorporate any third-party brand, logo, character or other protected material; (e) the entrant has obtained the written consent of each identifiable individual, if any, depicted or referenced in the Entry, and of the parent or legal guardian of any such individual who is a Minor; (f) the Entry does not contain any material that is obscene, profane, lewd, defamatory, disparaging of Sponsor or of any third party, or that promotes bigotry, hatred, harm or discrimination against any group or individual; and (g) all information provided by the entrant in connection with the Contest, including, without limitation, any information set forth on the Competitor Entry Form, is true, accurate and complete.
9. License; Publicity. By submitting an Entry, each entrant (and, for any entrant who is a Minor, the entrant's parent or legal guardian on the entrant's behalf, and for a team Entry, the Team Captain on behalf of each team member) grants to the Sponsor Affiliates a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, non-exclusive license, with the right to sublicense, to use, reproduce, photograph, film, record, display, exhibit, publish, distribute, modify, edit, create derivative

works from and otherwise exploit the Entry, and any photograph, video or other reproduction of the Entry, in whole or in part, in any and all media now known or hereafter developed, for any purpose, including the advertising, marketing and promotion of the Sponsor Affiliates and of any future contest, without further notice, review, approval, attribution or compensation, except where prohibited by law. To the fullest extent permitted by applicable law, each entrant waives, and agrees not to assert, any and all moral rights and rights of attribution and integrity in and to the Entry. Each entrant further consents to the use of the entrant's name, city and state of residence, age or age category, voice, likeness, photograph, Entry Title, Entry Description, and biographical information for the same purposes, on the same terms and in the same media, except where prohibited by law. At Sponsor's request, each entrant will execute, and will use commercially reasonable efforts to cause each other person involved in the creation of the Entry (or that person's parent or legal guardian, if a Minor) to execute, any documentation reasonably required by Sponsor to confirm, perfect or record the rights granted in this Section.

10. Acknowledgements; No Confidential Relationship. By submitting an Entry, each entrant acknowledges and agrees that: (a) no confidential, fiduciary, agency, employment, joint venture or similar relationship is established between the entrant and any Sponsor Affiliate by reason of the Entry or of participation in the Contest, and no Entry is submitted in confidence; (b) Sponsor makes no admission or acknowledgement that any Entry is novel, proprietary or original; (c) the Sponsor Affiliates may independently develop, and may already have developed, commissioned or received from others, designs, concepts, themes or materials that are similar or identical to any Entry, and nothing in these Official Rules limits or restricts their right to do so; and (d) Sponsor is under no obligation to use any Entry or to provide any compensation, credit or attribution in connection with any Entry, except as expressly provided in these Official Rules.

11. Judging.

- A. Judges. Winners will be selected by the Judges. Sponsor has designated at least three (3) employees of the Grand Geneva Resort & Spa and at least two (2) volunteers from the United Way of Walworth County (the "Judges") to select the winners. The Judges (including any Judge who is a volunteer and not an employee of Sponsor) are Sponsor Affiliates for all purposes of these Official Rules and are entitled to the benefit of the releases, disclaimers, limitations of liability and indemnities set forth herein.
- B. Judging Criteria. The Judges will judge based on the following criteria (weighted on an equal basis): 1) overall appearance; 2) originality and creativity; 3) difficulty; 4) precision; and 5) consistency of the entrant's own theme, if any, as described in the Entry Description. Decorative elements that are handmade will carry more weight than similar, prefabricated items.

- C. Potential Winners. Winners are determined by the Judges on the basis of the judging criteria described above and not by chance; the number of Entries received will affect the level of competition but does not determine any entrant's chance of winning. The Judges will select a 1st place overall winner, a 2nd place overall winner, and a 3rd place overall winner from all eligible Entries (inclusive of both individual and team entries). In addition to the overall place winners, the Judges will also select a 1st place winner from the remaining individual Entries in each of the following age categories: Age 4-6, Age 7-11, Age 12-17, and Age 18 and older. Finally, the Judges will select a 1st place winner from the remaining team Entries. 1st, 2nd, and 3rd place overall winners are not eligible to win any other category or prize. All rulings by the Judges are final.
- D. Ties. In the event that there is a tie, the Judges will re-judge those that are tied solely based on originality and creativity.

12. Prizes. The prize for each winner selected by the Judges will be as follows:

Winner Type	Prize
1st place overall	One Thousand Dollars (\$1,000), payable by check
2nd place overall	Five Hundred Dollars (\$500), payable by check
3rd place overall	Two Hundred and Fifty Dollars (\$250), payable by check
1st place 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)
1st place 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)
1st place Age 12-17	Adventure Package at the Grand Geneva Resort & Spa for four (4) including rock climbing, lift tickets, and Timber Ridge Lodge and Waterpark at Grand Geneva waterpark passes (TVRV \$349).
1st place Age 18 & up	Two-Hundred-and-Fifty-Dollar Gift Card which may be used at any restaurant at the Grand Geneva Resort & Spa (TVRV \$250).
1st place Team	Waterpark passes at the Timber Ridge Lodge and Waterpark for a group of up to ten (10) people with pizzas and soda (TVRV \$249).

The approximate total retail value of all prizes to be awarded in the Contest is Three Thousand Ninety-Six Dollars (\$3,096).

13. Prize Notification and Conditions. The winners will be notified by Sponsor on or about November 24, 2026, at the email address listed on the associated Entry. 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, which deadline will be no fewer than three (3) business days after the date of the prize notification; (3) the return of a prize notification as undeliverable; or (4) any other non-compliance with these Official Rules. Sponsor will make up to two (2) attempts to contact each potential winner of a 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. All federal, state, and local taxes related to any prize are the sole responsibility of the winner. Each winner is advised to consult his or her own tax advisor regarding the tax consequences of accepting a prize. Where a winner is a Minor, the prize will be awarded in the name of and delivered to the winner's parent or legal guardian, who must execute all required winner documentation on the winner's behalf. All other expenses and costs not expressly listed above are the winner's sole responsibility. For the name of the winners, send a request for the winners' names to Grand Geneva Resort & Spa, Attn: Marketing Department – 2026 Gingerbread House Contest, 7036 Grand Geneva Way, Lake Geneva, WI 53147 after January 12, 2027.

14. Conditions, Disclaimers, and License.

- A. By entering the 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 Friday, January 1, 2027, or Saturday, January 2, 2027. All Entries will be discarded after 6:00 p.m. on Saturday, January 2, 2027 (provided that Sponsor's ownership of the physical Entry is separate from, and neither limits nor substitutes for, the license granted in Section 9 (License; Publicity), which governs all intellectual property rights in the design of the Entry); (3) none of the Sponsor Affiliates is 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; and (7) 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 Official Rules.

- B. Although Sponsor attempts to ensure the integrity of the Contest, none of the Sponsor Affiliates is responsible for the actions of entrants or other individuals in connection with the Contest, including attempts by entrants or other individuals to circumvent these Official 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 Official 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.
- C. THESE OFFICIAL RULES WILL BE POSTED AT SPONSOR'S WEBPAGE AT grandgenevagingerbread.com THROUGHOUT THE ENTRY PERIOD. THE SPONSOR 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 AFFILIATES, ANY INDIVIDUAL SUSPECTED OF TAMPERING WITH THE ENTRY PROCESS, THE OPERATION OF THE CONTEST; ACTING IN VIOLATION OF THESE OFFICIAL RULES, OR THE SPONSOR 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; OR HAVING FAILED TO AGREE TO THESE OFFICIAL RULES.

- D. 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 OFFICIAL RULES, AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD ANY SPONSOR AFFILIATE 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) INVOLVED IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION, CRIMINAL PROSECUTION.

15. Limitations on Liability.

- A. No Sponsor Affiliate 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 the reasonable control of the Sponsor Affiliates.
- B. Any claim by an entrant must be brought in an individual capacity and not part of any class action or similar collective action on behalf of similarly situated individuals.
- C. IN NO EVENT WILL ANY SPONSOR AFFILIATE 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 IN 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.

16. RELEASE AND INDEMNIFICATION. BY ENTERING THE CONTEST, EACH ENTRANT RELEASES AND HOLDS THE SPONSOR AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE 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. EACH ENTRANT (AND, FOR ANY ENTRANT WHO IS A MINOR, THE ENTRANT'S PARENT OR LEGAL GUARDIAN) FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE SPONSOR AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING OUT OF OR RELATING TO (A) ANY BREACH OR ALLEGED BREACH BY THE ENTRANT OF THESE OFFICIAL RULES OR OF ANY REPRESENTATION OR WARRANTY MADE BY THE ENTRANT HEREIN, (B) THE ENTRY OR ANY USE OF THE ENTRY PERMITTED BY THESE OFFICIAL RULES, INCLUDING ANY CLAIM OF COPYRIGHT OR TRADEMARK INFRINGEMENT, MISAPPROPRIATION, DEFAMATION, OR VIOLATION OF ANY RIGHT OF PRIVACY OR PUBLICITY, AND (C) THE ENTRANT'S PARTICIPATION IN THE CONTEST OR IN ANY CONTEST-RELATED ACTIVITY. THIS SECTION SURVIVES THE TERMINATION OR CANCELLATION OF THE CONTEST AND THE AWARDING OF ANY PRIZE.

17. 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 <https://www.marcushotels.com/privacy-policy>. In the event of a conflict between these Official Rules and such Privacy Policy with respect to the collection, use, disclosure or retention of personal information, the Privacy Policy will govern. Personal information collected from or about entrants under thirteen (13) years of age will be collected, used, and disclosed in accordance with the Children's Online Privacy Protection Act and Sponsor's

Privacy Policy. If a participant chooses to opt-in to a specific offer from a participating Marcus Corporation brand or property, participant's personal information will be subject to that brand's or property's privacy policy and terms of service (if applicable) and such participant agrees to receive email communication from that brand or property. 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. Rules Control. These Official Rules govern the Contest. In the event of any discrepancy or inconsistency between these Official Rules and any other Contest-related material, including any print, online, in-property, social media or other advertising or promotional material, any entry form or website content, and any instruction, statement or interpretation given by any employee, agent or representative of any Sponsor Affiliate, these Official Rules will prevail, govern and control to the fullest extent permitted by applicable law.
- D. Governing 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. Any dispute arising out of or relating to these Official Rules or the Contest will be brought exclusively in the state or federal courts located in the State of Wisconsin, and each entrant irrevocably consents to the personal jurisdiction of, and venue in, those courts.