

# 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 APRIL 25, 2018, AND ENDS ON MAY 27, 2018, 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 ("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"), Synergy Marketing Partners ("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 MAY 27, 2018.

**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 May 29, 2018, 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 9, 2018  
CHECK-OUT: June 11, 2018
2. Two (2) tickets to the 2018 Tony Awards held on June 10, 2018.
3. Two (2) tickets to two (2) current Broadway shows taking place in New York City (four (4) tickets total). (Subject to shows, times, and availability.)
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)
6. One (1) \$250.00 American Express® Gift Card\*

The Total Approximate Aggregate Retail Value of the Grand Prize is: \$3,250.00.

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 (with the exception of the Gift Card element) 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. Sponsor and Prize Fulfillment Vendor will attempt to accommodate Grand Prize Winner's Broadway show requests but reserve the right to substitute show tickets that are equal or greater value in its sole discretion. Winner and guest for trip must comply with all venue and event rules and regulations. Failure to do so may result in forfeiture of such portion(s) of prize. All prize details, including hotel location, shows, and exact seat locations, will be determined by Sponsor and Prize Fulfillment Vendor in their sole discretion. If any portion of prize or any other event or activity does not take place as planned for any reason, including but not limited to, cancellation, scheduling conflicts, lockout, labor dispute, strike, inclement weather, or an event of force majeure, the remaining components of the prize will be awarded and Sponsor's obligation to the winner will be fulfilled, and no other additional compensation or substitution will be provided.

Winner are responsible for all costs associated with their individual prize, including but not limited to: all federal, state, and local taxes (including income and withholding taxes), transportation, travel expenses, and any other expenses related to the acceptance and use of the prize specified herein. The Winner will be required to provide, to Administrator, his or her 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. The maximum value of the prize set forth above represents the Sponsor's good faith determination of the maximum ARV thereof and the actual fair market value, as ultimately determined the Sponsor, cannot be challenged or appealed. Prizes may not be transferred or assigned. No cash or other substitution may be made, except by the Sponsor and/or Administrator or Prize Fulfillment Entity, who reserve the right to substitute the Prizes in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor and/or Administrator or Prize Fulfillment Entity in their sole discretion. Except where prohibited by law, acceptance of a Prize constitutes permission for Sponsor to use 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 prize, incentive, consideration, consent or review; and upon request, winner will provide written consent to such use. All prize details are at Administrator's and/or Sponsor's or Prize Fulfillment Entity's sole discretion.

\*Gift cards are subject to, and must be used in compliance with, the terms and conditions of the issuer and can be found here: <https://www.americanexpress.com/us/content/prepaid/gift-cards/terms-and-conditions.html>. Winner must protect the gift card and treat the gift card as they would any other valuable document. Gift card will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the Winner's permission and will be voided if altered or defaced. All trademarks are the property of their respective owners.

**GENERAL CONDITIONS/RELEASE:** By participating (a) Entrants release Sponsor, Administrator, Prize Fulfillment Entity, Cadillac Motor Division, General Motors LLC, Jack Morton Worldwide, Tony Award Productions, and their respective parents, affiliates, subsidiaries, dealerships, distributors, attorneys, and their advertising and promotion agencies (collectively, "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 Sweepstakes; 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. 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 Sweepstakes. Neither Released Parties nor any service providers are responsible for typographical or other error in the printing of Sweepstakes materials, the administration of the Sweepstakes, 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 INSTANT WIN GAME, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. 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 infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Administrator and/or Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor and/or Administrator reserves the right, at its sole discretion, to disqualify any suspect Entry or Entrant and to cancel, terminate, modify or suspend the Sweepstakes and randomly select the winner from valid entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor. In the event of any cancellation, termination or suspension, notice thereof will be posted at [www.synmp.com/rules](http://www.synmp.com/rules). Entries not complying with all rules are subject to disqualification.

**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 2, 2018 and may be obtained by sending a self-addressed stamped envelope to: Winner's Name, CADILLAC ULTIMATE THEATER EXPERIENCE SWEEPSTAKES, c/o Synergy Marketing Partners, 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, Illinois 60148, for receipt no later than November 30, 2018.

**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 (<http://www.gm.com/privacy>) and Administrator's Privacy Statement found at <http://www.SYNMP.com/privacy>. 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:** Synergy Marketing Partners, 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, Illinois 60148.