YOU PICK THE WINNERS SWEEPSTAKES OFFICIAL RULES

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

1. SPONSOR: Webedia Entertainment, LLC, having an address of 63 Copps Hill Road, Ridgefield, CT 06877 and Marcus Theatres Corporation, having an address of 100 East Wisconsin Avenue, Suite 2000, Milwaukee, WI 53202 (collectively, “Sponsor”).

2. PRIZE FULFILLMENT: Marcus Theatres Corporation, having an address of 100 East Wisconsin Avenue, Suite 2000, Milwaukee, WI 53202 (“Prize Fulfiller”).

3. ENTRY PERIOD: The You Pick The Winners Sweepstakes (the “Sweepstakes”) entry period begins February 10, 2017 at 12:00 p.m. Eastern Standard Time (“EST”) and ends February 25, 2017 at 11:59 p.m. EST (the “Entry Period”). Sponsor’s computer is the official time-keeping device for the Sweepstakes, including for determining whether an Entry is received during the Entry Period.

4. METHOD OF ENTRY: During the Entry Period, individuals may enter the Sweepstakes online by: 1) completing the required information on the webpage located at http://contests.westworldmedia.us/youpick/2016/theatre/marcus.asp, and 2) correctly selecting the winners of the Oscars in all ten categories to qualify for the sweepstakes drawing. (an “Entry”). All Entries must be received by the end of the Entry Period. All Entries received after the end of the Entry Period will be disregarded. Alternatively, individuals may submit an entry by mail as follows: on a 3” x 5” card, legibly handprint or type the participant’s first name, last name, and email address, and mail such card in a business size envelope to: Marcus Theatres, 100 East Wisconsin Avenue, Suite 2000, Milwaukee, Wisconsin 53202, Attention: Promotions Department – You Pick The Winners Sweepstakes (an “AMOE”). All AMOE entries must be postmarked during the Entry Period and received prior to the Prize Drawing Date.

Each participant may submit a total of one (1) entry during the entry period (the “Entry Limit”). Entries and AMOEs that exceed the Entry Limit are void. Entries and AMOEs that are late (including due to delayed data transmissions), or are, in Sponsor’s sole discretion, forged, illegible, mutilated, incomplete, misdirected, mechanically reproduced, irregular, or otherwise not in compliance with these Official Rules will be disqualified. The use of automated entry devices is prohibited and will result in disqualification. Proof of submitting an entry will not be deemed receipt of such entry by Sponsor.

By submitting an Entry that includes user generated content (e.g., photos, videos, etc.), each participant hereby (a) represents and warrants that such participant has the right and/or permission to submit the Entry and all content reflected therein, which does not infringe on any third party’s intellectual property rights or right of publicity, and (b) grants to Sponsor and its affiliates a royalty-free, non-exclusive, non-transferable, worldwide, license to display, reproduce, copy, distribute, and otherwise use the Entry, including the image and likeness of any individuals appearing in the Entry, to promote Sponsor’s business in any and all media, such license will terminate in ten (10) years.

5. TERRITORY: The Sweepstakes is open to only legal residents of Iowa, Illinois, Minnesota, Missouri, Nebraska, North Dakota, Ohio, and Wisconsin (the “Eligibility Area”)

6. ELIGIBILITY: Participants must be eighteen (18) years or older [nineteen (19) years or older in Nebraska] at the time of entry. Employees of Sponsor and its parent and affiliated companies, including, without limitation, Marcus Hotels, Inc. and The Marcus Corporation, and employees of any advertising and promotional agencies affiliated with those companies, including, without limitation, Prize Fulfiller, 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. The Sweepstakes is void outside of the Eligibility Area and where prohibited or restricted by law and is subject to all federal, state, and local laws and regulations. Winning the prize is contingent upon fulfilling all requirements set forth herein.

7. PRIZE:

**Grand Prize:** One (1) Grand Prize winner will receive a prize consisting of: One (1) Marcus Theatres® Annual Movie Pass for winner and guest (verifiable retail value of $600 to $1,000+ based on how often the pass is used). Limit one (1) movie per day. Not valid on Saturdays or when pass list suspended.

**Runner-Up:** One (1) Runner-Up will receive four (4) Marcus Theatres® courtesy movie passes (verifiable retail value $32.00). Not valid on Saturdays or when pass list is suspended.

All incidental expenses and taxes not specified herein will be the sole responsibility of the winner, including without limitation, federal and state taxes. If any prize is valued at $600 or more, Prize Fulfiller will issue an IRS Form 1099 reflecting the actual value of the prize won. However, winner’s failure to receive an IRS Form 1099 does not relieve winner of applicable tax requirements.

No substitution, exchange or cash redemption of prize is permitted. If a prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater value will be awarded. Prize is not transferable.

8. PRIZE DRAWING: Prize will be awarded in a random drawing on or about March 12, 2017 (the “Winner Selection Date”) from among all eligible Entries and AMOEa received. Odds of winning depend on total number of eligible entries received.

9. WINNER: The winner will be notified on or about March 12, 2017 via the email address provided at the time of entry. Sponsor is not responsible if a prize notification is not received for any reason. Disqualification and the selection of an alternate winner will result from any of the following: (1) potential winner’s inability to accept a 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. If a potential winner cannot be reached after reasonable effort has been exerted during one (1) day from the date of the first attempt to contact potential winner, or if potential winner is found ineligible, or if potential winner cannot or does not comply with these Official Rules, an alternate winner may be selected. If Sponsor is unable to confirm a winner, at Sponsor's option, the prize may go un-awarded. The winner is responsible for all federal, state and local taxes and fees associated with the prize receipt and/or use. For the name of the winner (available the day after winner has been notified), send a self-addressed, stamped envelope to: Webedia Entertainment, LLC, 63 Copps Hill Road, Ridgefield, CT, 06877, ATTN: Advertising and Promotions Department - Winner Name – You Pick the Winner Sweepstakes. For a copy of these Official Rules send a self-addressed, stamped envelope to: Marcus Theatres Corporation, 100 East Wisconsin Avenue, Suite 2000, Milwaukee, WI 53202, ATTN: Advertising and Promotions Department – Rules – You Pick The Winner Sweepstakes. Request for “Winner Name” and “Rules” must be received by September 2, 2017.

10. CONDITIONS, DISCLAIMERS AND LICENSE: By entering the Sweepstakes, each participant agrees that: (1) he or she will abide by and be bound by these Official Rules in full and without condition; (2) Sponsor has the sole right to decide all matters relating to the Sweepstakes, including interpretation of these Official Rules, eligibility, procedure, and prize fulfillment, and Sponsor’s decisions are final and binding in all matters related to the Sweepstakes; (3) entries will not be acknowledged or returned; (4) neither Sponsor nor any of its affiliated companies or the advertising and promotional agencies affiliated with Sponsor, including, without limitation, Prize Fulfiller, 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 Sweepstakes 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; (5) winner’s acceptance of the prize constitutes the grant of an unconditional right to Sponsor and its Affiliates to use winner’s name, address (city and state only), voice, likeness, photograph, biographical, prize information, and/or statements about the Sweepstakes for publicity, advertising, and promotional purposes, including the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, without additional compensation or limitation, except where prohibited by law; (6) any portion of the prize not accepted by the winner will be forfeited; (7) Sponsor is not responsible for any inability of the winner to accept the prize for any reason; (8) if any dispute arises regarding the Sweepstakes, the dispute shall be resolved by applying the laws of Wisconsin by and within the courts of that state; (9) by entering the Sweepstakes, all participants agree that, and its determination of the qualifiers and winner is final.

Although Sponsor attempts to ensure the integrity of the Sweepstakes, neither Sponsor nor any of its affiliated companies or the advertising and promotional agencies affiliated with Sponsor or those affiliated are responsible for the actions of participants or other individuals in connection with the Sweepstakes, including attempts by participants or other individuals to circumvent these Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. If, for any reason, the Sweepstakes 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 Sweepstakes, Sponsor reserves the right in its sole and absolute discretion to cancel or terminate the Sweepstakes, and to select winners from among all eligible, non-suspect entries received up to the time of such cancellation or termination. Neither Sponsor, Prize Fulfiller, nor their affiliates shall be liable to any person in connection with any action taken pursuant to the foregoing sentence. Inclusion in such drawing will be each participant’s sole and exclusive remedy under such circumstances.

THE OFFICIAL RULES WILL BE POSTED AT THE SPONSOR’S WEBSITE LOCATED AT http://contests.westworldmedia.us/youpick/2016/theatre/marcus.asp THROUGHOUT THE ENTRY PERIOD. BY ENTERING AND PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED BY PARTICIPANT IN CONNECTION WITH THE SWEEPSTAKES 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 THE SWEEPSTAKES OR ANY FUTURE SWEEPSTAKES, CONTEST, OR OTHER PROMOTIONS OF THE SPONSOR AND/OR ITS AFFILIATES, ANY INDIVIDUAL SUSPECTED OF TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE SWEEPSTAKES; ACTING IN VIOLATION OF THESE OFFICIAL RULES OR SPONSOR’S AND/OR ITS AFFILIATES TERMS OF USE, 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 HARRASS ANY OTHER PERSON; HAVING FAILED TO AGREE TO THESE OFFICIAL RULES; OR VIOLATING THESE OFFICIAL RULES. ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF THESE OFFICIAL 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 PARTICIPANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION, CRIMINAL PROSECUTION.

11. LIMITATIONS ON LIABILITY: IN NO EVENT WILL SPONSOR AND/OR ITS 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 IN ANY WAY CONNECTED TO THE SWEEPSTAKES, INCLUDING, WITHOUT LIMITATION, ANY ACCESS TO AND/OR USE OF THE SPONSOR’S THEATRES, 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 SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, ALL PRIZES, AND ALL MATERIALS PROVIDED IN CONNECTION WITH THE SWEEPSTAKES 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.

12. RELEASE AND INDEMNIFICATION: BY ENTERING THE SWEEPSTAKES, PARTICIPANTS RELEASE AND HOLD SPONSOR AND ITS 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 SWEEPSTAKES OR PARTICIPATION IN ANY SWEEPSTAKES 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 SWEEPSTAKES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

13. MISCELLANEOUS:

PRIVACY: Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and the Prize Fulfiller’s Privacy Policy (as may be amended from time to time), currently located at [http://www.marcustheatres.com/Privacy/](http://www.marcustheatres.com/Privacy/); 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. By entering the Sweepstakes, participant agrees that Sponsor may share participant’s personal information with its Affiliates for the purpose of prize fulfillment if participant is chosen as a potential winner. Additionally, if an participant chooses to opt-in to a specific offer from a participating Affiliate, participant’s personal information will be subject to that Affiliate’s privacy policy and terms of service (if applicable) and such participant agrees to receive email communication from that Affiliate. Opting in to specific offers does not improve a participant’s chances of winning.

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.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, or Instagram. Participant represents and warrants that he or she is providing his or her information to Sponsor and not to Facebook, Twitter, or Instagram.

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