

## THE LOFTON HOTEL

### GENERAL RULES FOR SOCIAL MEDIA SWEEPSTAKES

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

The following rules apply to all sweepstakes (each such sweepstakes is a "Promotion"; collectively, the "Promotions") conducted by Marcus Hotels, Inc. or one its subsidiaries, including without limitation to MPLS Acquisition Owner, LLC and Marcus Bullseye Mgmt, LLC ("Sponsor"), unless otherwise set forth in specific rules for a particular sweepstakes. The rules will be available at Marcus Hotels, Inc., 111 E. Kilbourn Avenue, Suite 1200, Milwaukee, WI 53202 and posted on its website <https://www.marcushotels.com/stayandplaysweepstakesrules>.

1. **ANNOUNCEMENT:** Sponsor will announce each Promotion covered by these rules on one or more social media channels (each an "Announcement"). Sponsor may issue more than one Announcement at any time and from time to time, and Sponsor may run more than one Promotion simultaneously.

2. **HOW TO ENTER/WHEN TO ENTER:** Participants may enter into a Promotion by using the method(s) described in the Announcement, or as otherwise set forth below. Entries will be accepted during the time period ("Entry Period") stated in the Announcement. Criteria for winning, specific rules and restrictions, and/or conditions for entry will be stated in the Announcement, which may include, without limitation, one or more of the following modes of entry/winning: (a) visiting a particular website or social network and submitting an online entry form; (b) posting a photo online with designated hashtags; (c) visiting one of Sponsor's locations and completing an entry form; (d) answering survey questions; (e) correctly answering trivia questions; (f) making predictions or guesses with respect to certain upcoming events; or (g) simply completing entry forms with the Participant's contact information. An entry must be fully completed in accordance with the Announcement and these rules and received by Sponsor during the Entry Period in order to be considered valid. Alternatively, participants 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 Hotels & Resorts, 111 East Kilbourn Avenue, Suite 1200, Milwaukee, Wisconsin 53202, Attention: Marketing (an "AMOE"). All AMOE entries must be postmarked during the Entry Period and received prior to the date a winner for the applicable Promotion is selected. Only one (1) entry or AMOE per participant per day; duplicate entries from the same person/address/household on the same day will be automatically eliminated. Entries become the property of Sponsor and will not be acknowledged or returned. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different e-mail addresses, identities, registrations, accounts, logins, or any other method will void that participant's entries and that participant may be disqualified. The authorized account holder of the e-mail address, registration, account, or login used to enter will be deemed to be the "participant." The "authorized account holder" is the natural person assigned an e-mail address, registration, account, or login by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses or other online accounts for the domain associated with the submitted e-mail address or online account. Potential winners may be required to show proof of being the authorized account holder.

3. **ELIGIBILITY:** Participants must be eighteen (18) years or older [nineteen (19) years or older in Nebraska] at the time of entry and be legal U.S. residents (the "Eligibility Area"). Notwithstanding the foregoing, all participants must be at least twenty-one (21) years old on the date of entry to be eligible for Promotions affiliated with an alcoholic beverage manufacturer or distributor or that include hotel accommodations and/or travel. Employees of Sponsor and its parent and affiliated companies, including, without limitation, Marcus Theatres, LLC. and The Marcus Corporation, and employees of any advertising and promotional agencies affiliated with those companies, including, without limitation, the 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. All Promotions are void outside of the Eligibility Area and where prohibited or restricted by law and are subject to all federal, state, and local laws and regulations. Winning the prize is contingent upon fulfilling all requirements set forth in the Announcement and these rules. After winning a Promotion, the winning individual/household is ineligible to win any other Promotion for a period of thirty (30) days.

4. **PRIZES TO BE AWARDED:** The number of prizes, description of the prizes, and approximate retail value of each prize will be stated in the Announcement. No substitutions or cash redemption of any prize is permitted, except that Sponsor retains the right to substitute a prize of equal or greater retail value. Additional restrictions may apply. Transportation, meals, incidentals, tips, fees and surcharges, and all other costs associated with the redemption or use of the prize, except those specifically indicated in the Announcement, are the responsibility of the winner. All federal, state, and local taxes are solely the winner's responsibility. Prior to receipt of a prize, the winner will be responsible for executing and returning an Affidavit of Eligibility/Liability/Publicity Release if required by Sponsor. Sponsor will issue a 1099 tax form to winners of prizes valued at \$600 or more. Prize(s) will be mailed or shipped to the winner using a mail or delivery service selected by Sponsor, in its sole discretion, and Sponsor is not responsible for ensuring the winner's receipt of any prize after such prize has been placed in transit by Sponsor.

5. **SELECTION OF WINNERS:** Unless otherwise specified in the Announcement, a winner(s) will be selected by a random drawing(s) from all eligible entries within thirty (30) days after the end of the Entry Period. Winner will be selected from all eligible entries received, by representatives of the Sponsor, whose decisions are final and binding. Odds of winning depend on total number of eligible entries received. Sponsor may disqualify a selected winner and select an alternate winner if: (a) winner is unable to accept the prize; (b) a potential winner fails to execute and return an Affidavit of Eligibility/Liability/Publicity Release within the deadline stated by Sponsor in the prize notification (if required by Sponsor); (c) the return of a prize notification as undeliverable; or (4) any other non-compliance with these rules. Any portion of the prize not accepted by the winner will be forfeited. Sponsor is not responsible for the inability of the winner(s) to accept the prize for any reason. Requests for a list of winners will only be accepted after the end of the Entry Period for the applicable Promotion. For a copy of the winners list, send a self-addressed, stamped envelope to: Marcus Hotels, Inc., 111 E. Kilbourn Avenue, Suite 1200, Milwaukee, WI 53202 Attn: Marketing. Requests must specify the name and/or date of the Promotion.

6. **PUBLICITY:** By submitting an entry to a Promotion 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 such 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. Further, except where prohibited, participation in the Promotion constitutes each participant's unconditional agreement and consent to the Sponsor's use of the participant's name, likeness, photograph, voice, opinions and/or hometown and state, biographical and prize information for promotional purposes in any media now known or hereafter developed, worldwide, without notice, attribution, payment or consideration to the participant or any other person. The rights granted to Sponsor in this Section shall terminate ten (10) years after the Entry Period for the applicable Promotion.

7. **GENERAL CONDITIONS; DISCLAIMERS:** By entering a Promotion, each participant agrees that: (1) he or she will abide by and be bound by these rules in full and without condition; (2) Sponsor has the sole right to decide all matters relating to such Promotion, including interpretation of these rules, eligibility, procedure, and prize fulfillment, and Sponsor's decisions are final and binding in all matters related to all Promotions; and (3) neither Sponsor nor any of its affiliated companies or the advertising and promotional agencies affiliated with Sponsor, including, without limitation, the 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 Promotion 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. Although Sponsor attempts to ensure the integrity of the Promotions, neither Sponsor nor Sponsor's Affiliates are responsible for the actions of participants or other individuals in connection with the Promotions, including attempts by participants or other individuals to circumvent these rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Promotions. If any Promotion is not capable of running as planned for any reason 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 Promotion, Sponsor reserves the right in its sole and absolute discretion to cancel or terminate such Promotion, and to select winners from among all eligible, non-suspect entries received up to the time of such cancellation or termination. **ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY PROMOTION 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 PARTICIPANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION, CRIMINAL PROSECUTION.

8. RELEASE AND INDEMNIFICATION: BY ENTERING A PROMOTION, 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 SUCH PROMOTION OR PARTICIPATION IN ANY PROMOTION 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 SUCH PROMOTION, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

9. LIMITATIONS OF 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 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 PROMOTIONS. WITHOUT LIMITING THE FOREGOING, THE PROMOTIONS, ALL PRIZES, AND ALL MATERIALS PROVIDED IN CONNECTION WITH THE PROMOTIONS 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.

10. DISPUTES: Any and all disputes, claims and causes of action arising out of or connected with the Promotions or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Wisconsin or the appropriate Wisconsin State Court located in Milwaukee County, Wisconsin. All issues and questions concerning the construct, validity, interpretation, and enforceability of these rules, or the rights and obligations of any participant and Sponsor in connection with the Promotions, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

11. PRIVACY: Information submitted in connection with any Promotion will be treated in accordance with these rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at [www.marcushotels.com/privacy-policy](http://www.marcushotels.com/privacy-policy); provided, that if there is a conflict between these rules and such Privacy Policy, the terms and conditions of these rules shall prevail. By entering a Promotion, 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.

12. SEVERABILITY, HEADINGS: If any provision of these rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be severable from these rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these rules solely for convenience, and shall not be deemed to affect in any manner the meaning or intent of these rules.

The Promotions are in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, or any other website. Each participant represents and warrants that he or she is providing his or her information to Sponsor and not to Facebook, Twitter, Instagram, or other website, as applicable.