

**THE 2025-2026 LEXUS BROADWAY IN BOSTON SWEEPSTAKES
(the "Sweepstakes")**

Official Rules

1. ELIGIBILITY: NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASING A PRODUCT OR SERVICE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open to legal residents of Massachusetts or New Hampshire who are at least eighteen (18) years of age or older as of the date of entry (the "Entrant"). Employees, officers and directors of American Artists Limited, Inc. dba Broadway In Boston ("Sponsor"), Saatchi & Saatchi North America, LLC d.b.a., Team One Advertising, Boston Lexus Dealers Association, Toyota Motor Sales U.S.A., Inc., California Research Tabulation, and their respective parents and affiliate companies, agents, franchisees, licensees, successors and assigns, its distributors, vendors, advertising, marketing, and promotions agencies, prize providers (as set forth in Section 10 below) and suppliers and any other individual or company involved in the development or execution of this Sweepstakes as well as their immediate family members (spouses, siblings, children and parents, regardless of where they live, or whether related by blood or law) or members of the same households (whether related by blood, law or not) of such employee, officer or director are not eligible to participate in this Sweepstakes or be awarded a Prize (as defined below). All applicable federal, state and local laws, rules and regulations apply. This Sweepstakes is void outside of Massachusetts and New Hampshire and where ever prohibited by law.

2. SWEEPSTAKES PERIOD: The Sweepstakes begins at 12:00 a.m. Eastern Time ("ET") on March 26,2024 and ends 11:59 p.m. ET on January 2, 2025 (the "Sweepstakes Period").

3. METHOD OF ENTRY:

There are two methods of entry: you will automatically be entered if you (i) subscribe to the Lexus Broadway In Boston 2025/2026 season; or (ii) you may access the Sweepstakes' official entry form during the Sweepstakes Period at www.BroadwayInBoston.com/Lexus, ("Entry Site"). You may enter the Sweepstakes one time either by purchasing a subscription or entering via the Entry Site. For entries via the Entry Site, you must provide the information requested on the official entry form in its entirety including your first name, last name, complete legal address, city, state, zip code, telephone number (including area code), date of birth and email address (the "Entrant Information") in order to receive one (1) entry into the Sweepstakes. Only one entry per Entrant will be accepted. Entries submitted or completed by anyone other than the Entrant are void. No mechanical reproductions or automated entries will be accepted. In the event of multiple entries from an Entrant, the first entry by an Entrant will be accepted and all other entries from that Entrant will be deemed void. Any attempt by an Entrant to obtain more than one (1) entry by using multiple/different email/postal addresses, telephone numbers, identities, and/or by any other method employed to circumvent the letter and spirit of these Official Rules, may result in disqualification of that Entrant from participation in this Sweepstakes. The Sponsor may not verify receipt of your entry into the Sweepstakes. All entries submitted become the sole property of Sponsor and will not be returned.

4. WINNING/ODDS: The odds of winning are contingent upon the number of eligible entries received by Sponsor during the Sweepstakes Period. In the week starting on January 15, 2025, a random drawing will be conducted by Sponsor from amongst all eligible entries received during the Sweepstakes Period to choose four (4) potential winners (collectively referred to as "Potential Winners", and each, a "Potential Winner"). Each Potential Winner will be required to complete and return the Required Documents as set forth below and otherwise comply with these Official Rules in order to become a winner ("Winner").

5. PRIZES (each, a "Prize" and collectively "Prizes"):

One (1) Grand Prize consisting of a two (2) year lease to a Lexus TX (MSRP: \$29,285,22), and one (1) season subscription for two (2) persons to the Lexus Broadway In Boston 2025/2026 Broadway Series ("Grand Prize"). Approximate Retail Value ("ARV"): \$31,000.

One (1) First Runner Up Prize consisting of a weekend getaway to New York City, including two (2) roundtrip air tickets from Boston Logan International Airport to a New York City area airport (awarded as a travel voucher), a

one (1) night, double occupancy stay in a to be determined Manhattan hotel, one \$200 dinner voucher for two (2) persons at a New York restaurant as determined by Sponsor, two (2) tickets to a Broadway show in Manhattan from a list provided by Sponsor, and a season subscription for two (2) persons to the Lexus Broadway In Boston 2025/2026 Broadway Series ("First Runner Up Prize"). ARV: \$4,000. Actual value may vary based on dates of travel. All expenses and incidental travel costs associated with Prize acceptance and use not expressly stated in the package description above, including but not limited to, additional ground transportation, meals, incidentals, gratuities, baggage fees, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of First Runner Up Prize Winner.

One (1) Second Runner Up Prize consisting of a season subscription for two (2) persons to the Lexus Broadway In Boston 2025/2026 Broadway Series and one (1) dinner voucher or gift card for a restaurant in Boston to be determined by Sponsor valued at \$150 ("Second Runner Up Prize"). ARV: \$1,850

One (1) Third Runner Up Prize consisting of two (2) tickets to a Lexus Broadway In Boston 2025/2026 Broadway Series show from a list provided by Sponsor and one (1) dinner voucher or gift card for a restaurant in Boston to be determined by Sponsor (valued at \$150 ("Third Runner Up Prize"). ARV: \$400.

As a condition to being awarded the Grand Prize and in addition to the Required Documents (defined below), the Grand Prize Winner will be required to accept and enter into a lease contract governing the lease and use of the new Lexus vehicle (the "Lease Contract"). Grand Prize Potential Winner understands and agrees that the Lease Contract will govern the terms of the use of the Grand Prize, and Grand Prize Winner may be responsible for, among other things, maintenance, and mileage and vehicle wear and tear in excess of that allowed in the Lease Contract. Grand Prize Winner shall be responsible for all taxes, license, title and registration fees and costs, including without limitation, any travel or transportation costs associated with transferring or winning the prize vehicle.

Neither Sponsor, nor Prize Providers are responsible for delays in delivery of the Grand Prize to the Grand Prize Winner. Prize Provider will endeavor to deliver Grand Prize within 180 days of receipt of the Required Documents and entry into the Lease Contract. The Grand Prize vehicle will only be delivered within 90 miles of the Citizens Bank Opera House ("the Authorized Locale") at an authorized Lexus dealer or distributor. Grand Prize Winner bears all risk of loss or damage to the Grand Prize after it has been delivered. The Grand Prize Winner must retrieve the Grand Prize vehicle within thirty (30) days of notification that is available for delivery and must present valid driver's license and evidence of insurance for the Grand Prize Vehicle. Grand Prize will be delivered solely with the express written limited warranties set forth in the Grand Prize Vehicle Owner's Guide.

Season subscription packages awarded as part of any Prize are subject to the Broadway Across America Season Subscription Terms and Conditions posted at <https://www.broadwayacrossamerica.com/standard-season-subscription-terms/> and the forthcoming Lexus Broadway In Boston 2025/2026 Broadway Series offer details.

First Runner Up Prize travel must take place on dates mutually agreed upon between Winner and Sponsor and are subject to the terms of awarding airline's travel voucher (the "Travel Period"). If First Runner Up Prize Winner is not available to travel during the Travel Period, First Runner Up Prize will be forfeited and may be awarded to an alternate Potential First Runner-Up Prize Winner. First Runner Up Prize Winner's travel companion must be of the age of majority unless such First Runner Up Prize Winner is travel companion's parent or legal guardian. First Runner Up Prize Winner and travel companion must travel on the same itinerary and travel companion must sign a travel/liability release in a form furnished by Sponsor prior to ticketing. Released Parties (as defined below) are not liable for delays, cancellation or unforeseen events related to the flights. First Runner Up Prize Winner and travel companion will be solely responsible for obtaining valid identification relating to acceptance and use of the First Runner Up Prize. Sponsor will not replace any lost, mutilated or stolen tickets, travel vouchers or certificates.

Restaurant dining cards/vouchers may only be used towards payment for meals (exclusive of alcohol and gratuities) and are not redeemable for cash (in whole or in part) and are subject to terms and conditions specified by issuer.

Tickets awarded as part of the First Runner Up Prize are subject to terms and conditions set forth thereon. Actual tickets to be awarded are subject to availability and seat locations will be determined by Sponsor. In the event any

performance provided as part of a the First Runner Up Prize is cancelled or postponed, the terms of the ticket shall govern, including any raincheck policies. In the event of cancellation or postponement of the performance selected by First Runner Up Prize Winner, if the travel arrangements have already been made they will not be changed and no compensation or substitution will be provided for Broadway ticket portion of Prize.

The combined ARV of all prizes is \$37,250. Actual retail values will depend on current value of vehicle lease, sales taxes, Broadway show or series ticket values and potential fees, airfare fluctuations and airline fees, and hotel costs, as applicable. Potential Winner will not receive difference between approximate and retail value. NO PRIZE SUBSTITUTION WHATSOEVER BY A WINNER. Sponsor reserves the right to substitute any portion of a Prize with a prize of equal or greater value. The value of a Prize is taxable as ordinary income to the Winner who is solely responsible for the payment of all taxes levied, including, but not limited to federal, state and local income and/or gift taxes. Unclaimed prizes will not be awarded.. Sponsor will deliver to each an IRS Form 1099 reflecting the actual cash value of the Prize awarded to such Winner within the time prescribed by law. Prizes are awarded “as is” with no warranty or guarantee, either express or implied. All Prize details are at Sponsor’s sole discretion. Limit one (1) Prize per person and household. No more than the number of prizes set forth in these Official Rules will be awarded.

6. WINNER SELECTION/NOTIFICATION: Potential Winners will be notified by telephone or email during the week starting on January 15, 2025 (“Notification”). Potential Winners must respond to the Notification within seventy-two (72) hours from when it is placed or sent (Sponsor will retain time stamp of telephone and email transmissions). If any Potential Winner does not respond in accordance with these Official Rules, or if he/she is otherwise ineligible as determined by the Sponsor in its sole discretion, an alternate Potential Winner may be selected from among the remaining eligible entries received during the Sweepstakes Period, and he/she will be notified as outlined above. As required by law, rule or ordinance, the notification process will be undertaken by Sponsor until Potential Winners are determined. . All Potential Winners will be required to complete and return the Required Documents and to fulfill all other conditions and requirements listed herein. All Potential Winners may also be required to attend the 2025/2026 Broadway In Boston Press Announcement on a date to be determined by Sponsor in order to be eligible to win a Prize in the Sweepstakes

7. PRIZE CLAIMS: Except where prohibited by law, a Potential Winner must submit proof of identity, a legible copy of such Potential Winner’s valid governmental issued driver’s license with photograph (for the Grand Prize vehicle) and execute and return to Sponsor an affidavit of eligibility/liability/publicity release (the “Release”) and IRS Form W-9 (collectively, the “Required Documents”). Potential Winners must deliver the Required Documents to Sponsor in two (2) ways: (i) by mailing the original Required Documents to Sponsor at the address set forth below; and (ii) via Facsimile, email, or secure file transfer link (a facsimile number, email address, or secure file transfer link will be provided by Sponsor). The Required Documents are to be postmarked, in the case of postal mail, or time stamped, in the case of email or facsimile no later than five (5) days after Sponsor’s email transmittal of the required blank Release. In Sponsor’s sole discretion, a Potential Winner will be disqualified and will forfeit the right to claim a Prize and an alternate Potential Winner may be selected in accordance with these Official Rules from among the remaining eligible entries if the selected Potential Winner (i) fails to verify eligibility in the time required by these rules, (ii) fails to return all Required Documents within five (5) days after Sponsor sends the blank Release to the Potential Winner, (iii) either fails to accept the Prize or declines the Prize (or advises that he/she cannot accept, receive or use a Prize pursuant to the conditions prescribed herein), (iv) fails to fulfill any conditions or requirements under, or otherwise comply with, the Official Rules, or (v) fails to timely execute the Lease Contract for the vehicle (In the case of the Grand Prize). In the event it is deemed during the verification process that a Potential Winner does not have a unique, personal and valid U.S. social security numbers, such Potential Winner will be disqualified and will forfeit the Prize, and an alternate Potential Winner may be selected randomly in accordance with these Official Rules from among the remaining eligible entries.

8. PUBLICITY GRANT: By entering this Sweepstakes, Potential Winners consent to the use of their name, image, likeness, biographical information (including city and state of address), voice and/or any statements made by such Potential Winner regarding the Sweepstakes, Sponsor or any Prize Provider (regardless of method of production) for advertising or promotional purposes, worldwide and in perpetuity, in any and all forms of media now known or hereafter developed, without notice, permission, or additional compensation (except where prohibited by law).

9. **GENERAL:** By participating in this Sweepstakes, Entrants agree: [a] to abide by, and be bound by, these Official Rules; [b] to indemnify, release, discharge and hold harmless Sponsor, The John Gore Organization, Inc., John Gore Theatrical Group, Inc., ATG Colonial, LLC, BOHV Operations, LLC, BOHV Property, LLC, the Boston Lexus Dealers Association, Toyota Motor Sales USA., Inc., Saatchi & Saatchi North America, LLC including its division, Team One, California Research Tabulation, any Prize Provider (as defined below) and each of their respective officers, directors, managers, employees, parents, subsidiaries, affiliates, agents, members, shareholders, insurers, servants, divisions, predecessors, successors, representatives, dealers, distributors, advertising, Sweepstakes, and/or fulfillment agencies, including any Sweepstakes independent administrator, consultants and legal advisors (collectively, the "Released Parties") from and against any and all liability, losses, damages, rights, claims and actions of any kind including liability for personal injury or death to Winner and/or his/her guest resulting from the participation in this Sweepstakes or Winner's acceptance, or use or misuse by Winner and/or his/her guest, of a Prize awarded pursuant to these Official Rules (including any use of the Grand Prize Vehicle or travel related to the First Runner Up Prize); and each Winner assumes the risk associated with the participation in this Sweepstakes and the use of the Prize(s) awarded; and [c] that the decisions of Sponsor relating to this Sweepstakes and the Prizes shall be final in all respects, including without limitation the interpretation of these rules.

Released Parties shall not be liable for [i] electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction of this Sweepstakes; [ii] unauthorized access to or alterations of entry materials; [iii] technical, network, telephone equipment, electronic, computer, hardware or software malfunctions; [iv] limitations of any kind or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof (including, without limitation, any damage to an Entrant's or any other person's computer or other device relating to or resulting from entering or participating in the Sweepstakes or downloading materials from the Entry Site); and [v] or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prizes or in any Sweepstakes-related materials..

Released Parties are not responsible for lost, late, incomplete, incorrect, damaged, misdirected, stolen garbled, delayed, or illegible entries, emails, mail, or other communication of any kind. Released Parties are not responsible for any condition caused by events beyond the control of the Released Parties that may cause the Sweepstakes to be disrupted, corrupted, postponed or cancelled (including any human or other error in the drafting or printing of these Rules). Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that the Entrant is attempting to undermine the legitimate operation of the Sweepstakes, including but not limited to, by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrant or Sponsor or any Released Parties. Entries that contain false information, are incomplete, inaccurate, forged, defective, or made in ways not authorized hereunder, including those which have failed due to malfunction or failure of phones, phone lines, telephone systems or networks, server, providers, computer equipment, software or any combination thereof of any kind, any human error or otherwise, shall be void. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. If, for any reason whatsoever, this Sweepstakes, in Sponsor's sole opinion, is not capable of being executed in accordance with these Official Rules, including, but not limited to, by reason of infection by computer virus, tampering, fraud, technical failures, or any other cause which, in the Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes and limit entries to those submitted prior to the action taken by Sponsor, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. In the event of a dispute about the identity of an Entrant, the online entry will be assigned to the authorized account holder of the e-mail address submitted at the time of entry and such individual must comply with these Official Rules.

“Authorized account holder” is defined as the natural person to whom an email address is assigned by either an Internet Service Provider, online service provider, or other organization (e.g. Google, business or educational institution) that is responsible for assigning email addresses for the domain name associated with the submitted email address. Federal, state and local laws, rules and regulations may apply. Void where prohibited or to the extent restricted by law.

LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES: BY ENTERING THE SWEEPSTAKES, ENTRANTS AGREE THAT (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZES AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES; AND (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEYS’ FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE ARISING OUT OF ENTRANT’S ACCESS TO AND USE OF THE SERVICE AND/OR THE SWEEPSTAKES, OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ENTRANT. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. **SPONSOR:** American Artists Limited, Inc. (dba Broadway In Boston), 539 Washington Street, Boston, MA 02111.

11. **PRIZE PROVIDERS:** Toyota Motor Sales USA, Inc., The Boston Lexus Dealers Association c/o Team One, at 299 W. Houston Street, 8th Floor, New York, NY 10014 and Sponsor.

12. **WINNERS’ LIST REQUEST:** To receive a list of Prize Winners, send a self-addressed, stamped (business size) envelope to: Broadway In Boston, ATTN: The Lexus Broadway in Boston 2025-2026 Sweepstakes Winners List, 539 Washington Street, Boston, MA 02111 to be received by Sponsor on or before 05:00 p.m. ET on February 21, 2025.

13. **PRIVACY POLICY:** Information collected from Entrants will be used to communicate with them regarding this Sweepstakes and for other lawful purposes in accordance with Sponsor’s Privacy Policy available at <http://boston.broadway.com/privacy-policy/>.

14. **RULES:** You may also obtain a copy of these Official Rules by mailing a self-addressed stamped envelope (except for residents of Maine, Vermont and Tennessee) to American Artists Limited, Inc. (Broadway In Boston), ATTN: The Lexus Broadway in Boston Sweepstakes Official Rules, 539 Washington Street, Boston, MA 02111. A request for these Official Rules is to be received by Sponsor on or before 10:00 a.m. ET on January 3, 2025. This offer shall not be published without permission of the Sponsor.

15. **CHOICE OF LAW & DISPUTE RESOLUTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Massachusetts, 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 or country's laws. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Boston, Massachusetts in any action to enforce (or otherwise relating to) these Official Rules or relating to this Sweepstakes.

16. **INTELLECTUAL PROPERTY:** Broadway In Boston® and Broadway Across America® are registered trademarks and/or service marks of The John Gore Organization, Inc. or its subsidiaries. All other trademarks or service marks used herein are the property of their respective owners.

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