

Official Rules

Baked from the Heart: Waitress Pie Contest

CONTEST: Baked from the Heart: Waitress Pie Contest (the “Contest”) will begin on Wednesday, January 22, 2020 at 3:00 PM and end on Monday, January 27, 2020 at 11:59 PM (“Contest Period”). The Contest is subject to all applicable federal, state, and local laws.

ELIGIBILITY: You must be 18 years of age or older at the commencement of the Contest Period to enter the Contest. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED. ODDS OF WINNING DEPEND ON THE NUMBER OF ENTRIES RECEIVED. INTERNET ACCESS IS REQUIRED TO ENTER.

Officers, directors, employees, agents and representatives of North Charleston Coliseum & Performing Arts Center, Waitress Tour LLC and Waitress LLC (collectively “Sponsor”) and National Artists Management Company, Inc., and their respective parent, subsidiary and affiliated entities, their advertising and promotional agencies, and all of the immediate family members and/or those living in the same household as any of them, are not eligible. Void where prohibited. Limit one (1) direct entry per person during the Contest Period.

TO ENTER: To enter the Contest, during the Contest Period visit www.northcharlestoncoliseum.com and follow the provided instructions through ‘Events’ -> ‘Waitress Pie Contest 2020’ to complete and thereafter

submit the entry form via email in English (“Entry”). All Entries become the property of Sponsor.

Entries must be received during the Contest Period to be eligible for the Contest. Sponsors shall be the official timekeeper for all matters related to this Contest. Entries received other than within this time period will be disqualified without exception, including any delay caused by malfunction of any email transmission or internet facilities delay causing late receipt by Sponsor. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant who made a potentially winning Entry, Sponsor reserves the right to deem that the Entry was made by the registered subscriber of the email address submitted at the time of entry. A registered subscriber is defined as the person who created and uses the email address associated with the Entry. Entry constitutes permission (except where prohibited by law) to use entrant’s name, city, state, likeness, image, and/or voice and any recipe submitted for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval. **By entering this contest, the Entrant further states and certifies that such recipe is original to the Entrant, that Entrant is the owner of the entire right, title and interest in such recipe, including the right to use the recipe for the purpose stated and that no copyright or other impairment exists to the current or future use or publication of the recipe by the Sponsor.**

WINNER SELECTION AND NOTIFICATION: Finalists will be selected by a panel of judges selected by the North Charleston Coliseum & Performing Arts Center the week of January 27-31, 2020. The panel of judges will select the winning submission and notify the three finalists via email, social platforms, and contest web page.

PRIZE: The winning recipe will be named the official pie of the North Charleston run of WAITRESS shows. The winner will also receive:

- \$100 Gift Card to *The Harbinger Cafe & Bakery*
- Four (4) tickets to opening night
- Inclusion on our website and social channels with the winning recipe
- Two runner-up winners will receive a pair of tickets to opening night

The winning pie submission may be reproduced by an area vendor and sold at performances of WAITRESS at North Charleston Performing Arts Center. Entrant shall receive no payment for the sale of any item.

REDEMPTION: Certain restrictions regarding dates and availability may apply. The Prize may not be redeemed for cash. Any other expenses relating to the Prize, including, without limitation, transportation and accommodation expenses, federal, state and local income taxes, sales and use taxes and any other taxes, are the sole responsibility of the entrants and the Prize winners. Prizes are not transferable or refundable, in whole or in part, and have no cash value. The Prize will be void and forfeited if any part thereof is transferred or sold for cash. Winner may not make any substitutions. Winner will be given twenty-four (24) hours from notification to confirm acceptance of the Prize. Noncompliance, refusal, or return of Prize notification as undeliverable will result in disqualification. In the event the winner does not or cannot accept the Prize, Sponsor will select an alternate winner for the Prize.

CONDITIONS: By entering the Contest, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (a) to release and hold harmless Sponsor, Waitress LLC, Waitress Tour LLC and their respective officers, directors, employees, shareholders, representatives, affiliated entities, partners and agents (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the Contest and/or his/her acceptance, possession, use, misuse, or inability to use Prize (including any travel related thereto); (b) to indemnify Released Parties from any and all liability resulting or arising from the Contest and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by the Prize supplier that are sent along with Prize; (c) if selected as the Prize Winner, to the posting of such entrant's name on the Website (www.northcharlestoncoliseum.com) and the use by Released Parties of such name, voice, image, likeness and/or recipe for publicity, promotional, and advertising purposes in any and all media now or hereafter known throughout the world in perpetuity without additional compensation, notification, permission or approval and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these official rules and to waive any right to claim any ambiguity or error herein or in the Contest itself, and to be bound by all actions of the Sponsors, whose decisions are binding and final on all matters related to this Contest. Entrant further waives any claim against sponsor for the misuse of any image or data by

any unauthorized third party. Failure to comply with these conditions may result in disqualification from the Contest at Sponsors' sole discretion.

ADDITIONAL TERMS: Sponsor reserves the right to permanently disqualify from this promotion any person they believe has intentionally violated these official rules. Any attempt to deliberately damage the Contest or operation thereof is unlawful and subject to legal action by Sponsor, who may seek damages to the fullest extent permitted by law. The failure of Sponsor to comply with any provision of these official rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these official rules. Released Parties assume no responsibility for any injury or damage to entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Contest. Released Parties are not responsible for telecommunications, network, electronic, technical, mobile telephone service, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional, marketing, score notification, potential winner notification, or prize notification or fulfillment materials or in these official rules; for any human or electronic error; or for entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. Sponsor reserves the right to cancel, suspend, or modify the Contest or element thereof (including, without limitation, these official rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these official rules). In the event of cancellation, suspension, or modification, Sponsors reserve the right to select Winner from among all eligible, non-suspect entries received prior to the event warranting such cancellation, suspension, or modification. Notice of such cancellation, suspension, or modification will be posted on the Website. Sponsor may prohibit any entrant or potential entrant from participating in the Contest, if such entrant or potential entrant shows a disregard for these official rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsor, or Sponsors' agents or representatives; or behaves in any other disruptive manner (as determined by Sponsors in their sole discretion). Entrant understands that Sponsor is not responsible for any property of Entrants or any loss or damages thereto for any property used as part of any entry.