

KÀ Comic Book Contest

OFFICIAL RULES APPLICABLE TO ENTER THE SWEEPSTAKES

NO PURCHASE OR MONETARY CONSIDERATION NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW.

Standard data rates apply to participants who choose to participate in the Sweepstakes via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. SPONSOR

The “KÀ Comic Book Contest” sweepstakes (“**Sweepstakes**”) is administered and sponsored by Cirque Du Soleil America, Inc., 6775 Edmond Street, Suite 300, Las Vegas, NV 89118, United States (“**Cirque**”).

2. AGREEMENT TO OFFICIAL RULES

By entering the Sweepstakes, Entrants (as defined below) agree to be bound by the following general conditions (“**Official Rules**”) and Cirque’s decisions, which are final and binding in all matters relating to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. SWEEPSTAKES DATES

The Sweepstakes runs from May 5, 2018 at 9:00:00 AM Eastern Daylight Time (“**EDT**”) until May 31, 2018 at 11:59:59 PM EDT (“**Sweepstakes Period**”) and is subject to the Official Rules. Please add or subtract from the start and end dates/times listed as necessary to account for your local time zone. Entries must be received and recorded by Cirque’s computer system during the Sweepstakes Period and Cirque’s computer system is the official time keeping device for the sweepstakes.

4. ODDS OF WINNING

Odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Period. One (1) entry per person during the Sweepstakes Period. One (1) entry equals to one (1) participation.

Any attempt or suspected attempt to submit more than one entry by using multiple e-mail addresses or a pen name, or any use of robotic, automatic, programmed or any entry methods not authorized by these rules shall be deemed as tampering and will void all of your entries.

5. WHO CAN ENTER

The Sweepstakes is open to all legal residents of one (1) of the fifty (50) States of the United States, or the District of Columbia, and who have reached the age of twenty-one (21) years old at the time they enter the Sweepstakes. Do not enter the Sweepstakes if you are not eligible.

Employees, agents and representatives of Cirque, its subsidiaries, affiliated companies, controlling corporations, advertising or promotion agencies, sponsors, suppliers of materials, prizes and services related to the Sweepstakes, or any other person directly associated with the organization of the Sweepstakes, or any other person directly associated with the organization of the Sweepstakes, as well as members of their immediate families (father, mother, brothers, sisters, children), their legal or common law spouse, and any persons residing with these employees, representatives and agents are not eligible to participate.

6. HOW TO ENTER

NO PURCHASE NECESSARY.

To enter the Sweepstakes, please refer to the rules below.

- 1) Visit the link www.cirquedusoleil.com/ka-contest to access the Registration Form;
- 2) Once on the Registration Form, fill in your personal details (first name, last name, e-mail address, country and zip code);
- 3) To complete your registration, you must click on the "Submit" button.

All participants who have duly completed the Registration Form shall be referred to collectively as the "Entrants" or individually as an "Entrant". Entrants who register on-line and have an e-mail address must at all times use the same e-mail address. The use of more than one (1) e-mail address by an Entrant will result in automatic disqualification of that individual.

The use of script, macro or automated devices (or any other devices intended to automate or subvert any aspect of entry) to enter the Sweepstakes is prohibited and any entry through such means and any entry that is deemed to be ineligible (at Cirque's sole discretion and in accordance with these Official Rules) are void.

7. PRIZE

Among all valid entries and subject to the conditions below, one (1) prize will be awarded, consisting of:

- Two (2) Category B tickets to attend KÀ presented by *Cirque du Soleil* in Las Vegas, at MGM Grand Las Vegas, 3799 S Las Vegas Blvd, Las Vegas, NV 89109. Each ticket has an approximate retail value of One Hundred and Fifty United States Dollars (US\$150.00);
- Two (2) nights hotel accommodation for two (2) individuals in one (1) room at MGM Grand Las Vegas in Las Vegas, United States (hotel and room may be subject to change at the sole discretion of Cirque and/or the Prize Supplier), having a total approximate retail value not to exceed Two Hundred United States Dollars (US\$200.00);
- Two (2) round-trip air seats on charter air from Winner's closest airport to Las Vegas, United States (McCarran International Airport), having each a total value not to exceed One Thousand United States Dollars (US\$1000.00); and

- One (1) credit of One Hundred and Fifty United States Dollars (US\$150.00) to spend on food and beverages at MGM Grand Las Vegas in Las Vegas, United States.
 (“Prize”).

Exact date and hour of the Show may be subject to change at Cirque’s sole discretion.

The total estimated retail value of the Prize is Two Thousand Six Hundred and Fifty United States Dollars (US\$2650.00). No compensation will be awarded to the Winner (as defined below) and his/her guest if the value of the Prize won is less than the approximate retail value hereinabove mentioned.

8. CONDITIONS APPLICABLE TO PRIZE

- (1) The Prize must be used before June 7, 2019. No extensions, exceptions or refunds are allowed. Travel dates are subject to availability. Without limitation, the Prize cannot be used on black-out dates, including without limitation, holidays, convention periods, special events and additional hotel close-out dates. Changes to reservations, once made, are not permitted.
- (2) The Winner understands that the date and time of the Show may be later modified by Cirque at its sole discretion. The Winner will be notified in a timely manner should there be any modification to the date and time of the Show. Provided the Winner was notified in a timely manner, no compensation will be awarded to the Winner and his/her guest if the Winner and his/her guest are not able to attend the Show at the new date and time specified by Cirque.
- (3) All seat locations to the show are subject to availability and seats shall be determined at the sole discretion of Cirque. Selected performance is subject to blackout dates, holidays and show extended dark periods;
- (4) Unless explicitly included in the Prize description above, all costs, charges or expenses inherent to the use of the Prize, including without limitation all other traveling expenses, money allocation, all taxes (including income, airport, hospitality or other taxes if applicable), insurance, fuel surcharges, travel related fees and items of a personal nature, passports and other travel documents, internet access charges, bar and wine charges, souvenirs, room service, gratuities and local and long distance telephone calls are the sole responsibility of the Winner and his/her guest. Winner and his/her guest may be asked to pay for taxes and surcharge applicable to the Prize. Without limiting the generality of the foregoing, **the Prize DOES NOT INCLUDE:**
 - Transport to and from the Winner’s residence to departure airport;
 - Transport to and from airport to hotel;
 - Any insurance coverage whatsoever;
 - Any additional charge linked to the trip;
 - Any extra in-flight charges (i.e.: food, drink, entertainment);
 - Meals and drinks not explicitly included in the Prize.
- (5) Unless child of Winner, travel companion must be twenty-one (21) years of age or older as of the date of departure or a sibling/friend of Winner with the appropriate

parental permissions and releases and must travel on same itinerary and at the same time as the Winner;

- (6) Winner and his/her guest must travel together. Winner must give Cirque the name appearing on his/her passport or on his/her identification paper used to travel, as well as the name and contact information of his/her guest. Winner and guest are solely responsible for obtaining the documents necessary for their respective international travel (i.e. passport/visa). Once the arrangements are completed, no modifications will be accepted;
- (7) No compensation will be awarded to Winner or his/her guest if the actual value of the traveling expenses is less than the approximate retail value detailed hereinabove;
- (8) If the Prize or any part of the Prize is not used, no compensation will be awarded to the Winner or his/her guest;
- (9) The Prize may be accepted by the Winner in whole or in part. In the event that the Prize is accepted in part by the Winner, Cirque shall have no other obligation than to provide to Winner such accepted part of the Prize. Winner shall not be entitled to claim any part of the Prize that he/she has refused and Cirque shall be released of any obligations pertaining to such refused part of the Prize;
- (10) All accepted parts of the Prize must be used by the Winner during the same trip;
- (11) All federal, state or local taxes are the sole responsibility of the Winner and his/her guest. The Winner must cooperate with Cirque in order to complete all applicable federal, state or local documentation pertaining to taxation;
- (12) No prize substitution or cash redemption is allowed by the Winner. The Prize is not transferable; and

Cirque reserves the right to substitute a prize of comparable or greater value if any portion of the featured Prize becomes unavailable.

9. RANDOM DRAW, WINNER'S NOTIFICATION AND SELECTION OF AN ALTERNATE WINNER

The Winner of the Sweepstakes will be selected in a random draw among all eligible Entrants who entered the Sweepstakes before the end of the Sweepstakes Period ("**Winner**"). The random draw will be conducted by a representative of Cirque, at 6775 Edmond Street, Suite 300, Las Vegas, NV 89118, United States on June 7, 2018 at approximately 10:00:00 AM Pacific Daylight Time.

The selected Entrants will be notified by e-mail within five (5) business days following the draw.

In the event a selected Entrant:

- 1) is unreachable by e-mail within five (5) business days following the draw; or
- 2) does not or cannot reply within five (5) business days of being notified; or
- 3) fails to comply with all the conditions in Section 10 below;

such selected Entrant will forfeit his/her Prize.

The forfeited Prize may be awarded to an alternate Winner in a random drawing under the same conditions as aforementioned from all remaining eligible entries received for the Sweepstakes (“**Alternate Winner**”). If an Alternate Winner does not reply five (5) business days of being notified or comply with all the conditions in Section 10, he/she will forfeit his/her Prize. The same process will continue among the remaining Entrants until an Alternate Winner has been determined and qualifies.

10. WINNER’S QUALIFICATION

In order to be declared Winner, the Entrant selected pursuant to Section 9 above must meet the following conditions:

- (1) Compliance with these Official Rules and conditions for eligibility;
- (2) Complete and return to Cirque, within two (2) days of receipt, an affidavit or other document:
 - a) confirming his/her compliance with the Official Rules and commitment to comply with the terms and conditions of any supplier of materials, prizes and services related to the Sweepstakes;
 - b) releasing Cirque, its subsidiaries, affiliated companies, controlling corporations, employees, agents, representatives, administrators and officers, advertising or promotion agencies, sponsors, suppliers of materials, prizes and services related to the Sweepstakes, or any other person directly associated with the holding of the Sweepstakes from all liability, claims, actions, injury, loss, or damage of any kind, including but not limited to, personal injury or death, resulting, directly or indirectly, in whole or in part, from participating in this Sweepstakes or from the acceptance, possession, or use or misuse of the Prize (including any travel/activity related thereto). This limitation of liability will be a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income or profit; loss of damage to property; and claims of third parties; and
 - c) permitting Cirque and its representatives to use, except where prohibited by law, the selected Entrant’s name, likeness, photographs, video footage, statement concerning the Prize and place of residence, in any publicity carried out by Cirque and for any required disclosures, without compensation or the selected Entrant’s further consent;

The foregoing components together constitute the “**Winner’s Declaration Form.**”

- (3) The Entrant and his/her guest will be required to furnish photographic identification (the identification must contain the selected Entrant’s and his/her guest’s addresses and dates of birth) in the form of a government-issued document.
- (4) A declaration form similar to the Winner’s Declaration Form must also be signed by the selected Entrant’s guest or, if such guest has not reached the age of majority in accordance with the laws of such guest’s residence, by such guest’s legal guardian (“**Guests’ Declaration Form**”).

Failure of a selected Entrant to meet any of the above-mentioned conditions will result in such selected Entrant's automatic disqualification and loss of entitlement to his/her Prize. In such event, Cirque shall have the right to draw or select another Entrant as described in Section 9 until an Alternate Winner for such Prize has been determined and qualified.

11. PRIZE DELIVERY

Within fifteen (15) business days following the receipt of the Winner's Declaration Form, Winner will be contacted by the Cirque for booking of flights, hotel, and show tickets.

12. RELEASES, LIMITATIONS OF LIABILITY AND DISCLAIMERS

BY ENTERING THE SWEEPSTAKES, ENTRANTS AGREE TO BE BOUND BY THESE OFFICIAL RULES, AND AGREE TO RELEASE AND HOLD HARMLESS CIRQUE, ITS EMPLOYEES, AGENTS AND REPRESENTATIVES, ITS SUBSIDIARIES, ITS AFFILIATED COMPANIES, ITS CONTROLLING CORPORATIONS, ITS ADVERTISING OR PROMOTION AGENCIES, SPONSORS, SUPPLIERS OF MATERIALS, PRIZES AND SERVICES RELATED TO THE SWEEPSTAKES, , OR ANY OTHER PERSON DIRECTLY ASSOCIATED WITH THE HOLDING OF THE SWEEPSTAKES ("**RELEASED PARTIES**") FROM ANY AND ALL LIABILITY WHATSOEVER FOR CLAIMS, ACTIONS, INJURIES, LOSSES OR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, THAT RESULT, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE (INCLUDING ANY TRAVEL/ACTIVITY RELATED THERETO) OR FROM ENTRY OR ATTEMPTED ENTRY INTO THE SWEEPSTAKES. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME OR PROFIT; LOSS OF DAMAGE TO PROPERTY; AND CLAIMS OF THIRD PARTIES. RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR TECHNICAL, PICTORIAL, TYPOGRAPHICAL OR EDITORIAL ERRORS IN THESE RULES OR OTHER MATERIALS RELATING TO THE SWEEPSTAKES. RELEASED PARTIES ARE NOT RESPONSIBLE FOR: ANY INCORRECT OR INACCURATE ENTRY INFORMATION; HUMAN ERROR; TECHNICAL MALFUNCTIONS; FAILURES; OMISSIONS; INTERRUPTIONS; DELETIONS; OR DEFECTS OF ANY TELEPHONE NETWORK, COMPUTER ONLINE SYSTEMS, COMPUTER EQUIPMENT, SERVER PROVIDERS OR SOFTWARE, INCLUDING ANY INJURY OR DAMAGE TO PARTICIPANT'S OR ANY OTHER PERSON'S COMPUTER RELATING TO OR RESULTING FROM PARTICIPATION IN THIS SWEEPSTAKES; THEFT, TAMPERING, DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF ENTRIES; TRANSMISSIONS THAT ARE PROCESSED LATE OR INCORRECTLY OR ARE INCOMPLETE OR LOST DUE TO COMPUTER, POSTAL OR ELECTRONIC MALFUNCTION OR MISDIRECTED, INACCURATE, UNDELIVERED, DELAYED, STOLEN, INCOMPLETE, ILLEGIBLE OR ANY COMBINATION THEREOF; OR FOR ANY OTHER ERRORS, PROBLEMS OR MALFUNCTIONS OF ANY KIND RELATING TO OR IN CONNECTION WITH THE SWEEPSTAKES, WHETHER COMPUTER, NETWORK, TECHNICAL PRINTING, TYPOGRAPHICAL, HUMAN OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ERRORS, PROBLEMS OR MALFUNCTIONS THAT MAY OCCUR IN CONNECTION WITH THE ADMINISTRATION OF THE SWEEPSTAKES, THE PROCESSING OF ENTRIES, THE ANNOUNCEMENT OF THE PRIZE OR ANY SWEEPSTAKES-RELATED MATERIALS. CIRQUE RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO

CANCEL, TERMINATE OR SUSPEND THE SWEEPSTAKES IN ITS ENTIRETY, IN THE EVENT THAT THE WEBSITE IS INFECTED BY A VIRUS, A SOFTWARE BUG, THE WEBSITE IS HACKED, UNAUTHORIZED HUMAN INTERVENTION OCCURS OR THE INTEGRITY, ADMINISTRATION, IMPARTIALITY OR NORMAL OPERATION OF THE SWEEPSTAKES IS COMPROMISED IN ANY WAY. IF THE SWEEPSTAKES IS CANCELLED FOR ANY REASON, INCLUDING BUT NOT LIMITED TO THOSE STATED ABOVE, WINNER WILL BE DETERMINED VIA RANDOM DRAWING FROM AMONG ALL ELIGIBLE AND COMPLIANT ENTRIES RECEIVED UP TO THE TIME OF CANCELLATION. THE WINNER ACKNOWLEDGES THAT THE 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 THE PRIZE. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF THE LAW. SHOULD SUCH AN ATTEMPT BE MADE, CIRQUE RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

13. GENERAL

- (1) Entrants, by entering the Sweepstakes, agree to abide and be bound by the Official Rules and the decisions of Cirque, which are final and without appeal in all matters relating to the Sweepstakes including, without limitation, the eligibility and the disqualification of Registration Forms. All Registration Forms submitted become the exclusive property of Cirque and will not be returned.
- (2) The Registration Forms are subject to audit by Cirque. Any Registration Form that, depending on the case, is incomplete, fraudulent, copied, received late, discriminatory, defamatory, offensive, obscene, vulgar or against good morals or prejudicial to Cirque, its subsidiaries, affiliated companies, parent corporations, their employees, agents, representatives, directors and officers, their advertising and promotion agencies or any other person related in any manner whatsoever to Cirque will automatically be rejected and will not be eligible for the Prize.
- (3) The Prize must be accepted as described in these Official Rules, and may not be sold, transferred to another person, assigned, substituted for another prize, or exchanged in whole or in part for cash.
- (4) For the purpose of these Official Rules, the Entrant is the natural person whose name appears on the Registration Form and, in case of confusion, who is the authorized account holder of the e-mail address indicated in the Registration Form.
- (5) The use of any automated entry software or any other mechanical or electronic means that permits the participant to automatically enter repeatedly is prohibited.
- (6) The Entrants are hereby advised that tax implications may arise from winning the Prize and they should seek independent financial advice prior to acceptance of the Prize.

The Entrants are responsible for any charges of online service providers or wireless carriers.

14. PERSONAL INFORMATION RETENTION RULES FOR SWEEPSTAKES

By entering the Sweepstakes, (i) Entrant agrees to the collection, use, and disclosure of his/her personal information by Cirque du Soleil America, Inc. in accordance with its privacy policy available at <https://www.cirquedusoleil.com/legal/corporate/privacy-policy>; (ii) Entrant agrees to receive newsletters, exclusive offers, content, product updates, e-mails, and other commercial electronic messages from Cirque du Soleil America, Inc. and its affiliates; and (iii) for the purposes of the Sweepstakes, namely contacting the Winner, Entrant agrees to the transfer of her/his personal information to Cirque du Soleil America, Inc.'s partners.

Cirque has adopted the technical and organizational measures necessary to ensure the security of the personal information and prevent their alteration, loss, unauthorized processing or access, having regard to the state of technological development.

At any time you may revoke your consent and/or exercise your rights of objection, access, rectification and cancellation by addressing your notice to unsubscribe@cirquedusoleil.com. Please, for your convenience and to hold our databases up to date, kindly notify us of any change in your personal information.

15. REQUESTS FOR WINNER'S NAMES, OFFICIAL RULES AND INFORMATION

To obtain any information about the Sweepstakes such as the name of the Winner, or obtain a copy of the Official Rules or for any complaints, you may send a self-addressed stamped envelope with your written request to Cirque:

"KÀ Comic Book Contest
Cirque du Soleil
Att: Kristin Weddingfeld
PR and Marketing Manager for KÀ
6775 Edmond Street, Suite 300
Las Vegas, NV 89118
United States

All complaints will be answered within a thirty (30) days period by mail or by e-mail, as specified in the complaint.

16. DISPUTES, CHOICE OF LAW, CHOICE OF LANGUAGE AND SEVERABILITY

As a condition of participation in this Sweepstakes, each Entrant agrees that any and all disputes that cannot be resolved between the parties, and all causes of action arising out of or in connection with the Sweepstakes shall be resolved individually, without resort to any form of class action, exclusively before a court located in Las Vegas, having competent jurisdiction, which court shall apply the laws of the State of Nevada, United States, without regard to the conflicts of laws principles thereof. The Entrants and Cirque hereby waive any and all right to trial by jury. If any provision of the Official Rules is declared or found by a court of competent jurisdiction to be illegal, unenforceable or void, then such provision will be null and void but each other provision hereof not so affected will be enforced to the fullest extent permitted by applicable law.

17. LANGUAGE

In the event of a conflict between the English version of the Official Rules and any other versions in any other languages, the English version shall prevail.