

## WIN A TRIP TO MEXICO SWEEPSTAKES

### OFFICIAL RULES APPLICABLE TO ENTER IN THE SWEEPSTAKES

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

THE SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH SHAZAM.

**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 “Win a Trip to Mexico” 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. By entering the Sweepstakes, Entrants (as defined below) also agree to be bound by *Shazam’s* Terms and Conditions (the “**Shazam Terms**”). Winning the prize is contingent upon fulfilling all requirements set forth herein.

#### 3. SWEEPSTAKES DATES

The Sweepstakes runs from May 3<sup>rd</sup>, 2018 at 9:00:00 AM Eastern Standard Time (“**EST**”) until July 1, 2018 at 11:59:59 PM EST (“**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 multiple *Shazam* applications, 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 the State of Virginia, and the District of Columbia (United States) who have reached the age of twenty-one (21) years old at the time they enter the Sweepstakes.

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, 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.

There are two (2) ways to electronically enter the Sweepstakes and one (1) alternative method of entry.

### (1) ELECTRONIC METHODS OF ENTRY

#### **A) Via the Shazam Application Method of Entry**

To enter the Sweepstakes via the *Shazam* Application Method of Entry, you must be a *Shazam* subscriber. You may download and use the *Shazam* Application on your cellphone or other mobile device. Please note that you may incur costs for downloading and using the *Shazam* application and/or using the *Shazam* Application Method of Entry on your cellphone or other mobile device (i.e. for use of data). Such costs will be at your sole expense. If you wish to enter the Sweepstakes without using the *Shazam* Application Method of Entry, you can follow the Web Page Method of Entry or the Alternative Method of Entry described below.

To enter the Sweepstakes via the *Shazam* Application Method of Entry, you will need to:

- 1) Visit the premises of *Cirque du Soleil's* show entitled "LUZIA" (the "**Show**") performed at Tysons II located at 8025 Galleria Drive, Tysons, VA 22102, United States (the "**Site**");
- 2) Using the *Shazam* application, scan the image of the Show with *Shazam's* camera logo on the banner located under the Big Top on the Site; scanning the image will direct you to the Sweepstakes' registration form (the "**Registration Form**");
- 3) Once on the Registration Form, fill in your personal details (first name, last name, e-mail address, country and zip code);
- 4) You must then, by opting in, agree to the following statement:  
"Consent to Official Rules: I have read, understood and agree to the Official Rules of the Sweepstakes."
- 5) To complete your registration, you must click on the "Submit" button.

Participants following all steps of the *Shazam* Application Method of Entry will be deemed to have submitted a "**Shazam Entry**". If you wish to enter the Sweepstakes without using the *Shazam* Method of Entry, you can follow the Web Page Method of Entry described above or the Alternative Method of Entry described below

#### **B) Via the Web Page Method of Entry**

To enter the Sweepstakes using the Web Page Method of Entry, you must:

- 1) Visit <https://www.cirquedusoleil.com/contests/luzia-washington> 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) You must then, by opting in, agree to the following statement:  
"Consent to Official Rules: I have read, understood and agree to the official sweepstakes rules."
- 4) To complete your registration, you must click on the "Submit" button.

Participants following all steps of the Web Page Method of Entry will be deemed to have submitted a "**Web Page Entry**". If you wish to enter the Sweepstakes without using the Web Page Method of Entry, you can follow the *Shazam* Application Method of Entry described above or the Alternative Method of Entry described below.

## (2) ALTERNATIVE METHOD OF ENTRY

You may also enter using the following method (the “**Alternative Method of Entry**”). You do not have to be a *Shazam* subscriber to download the *Shazam* application or to own/use a cellphone to enter the Sweepstakes if you use the Alternative Method of Entry or the Web Page Method of Entry.

On a hand-addressed 4”x6” postcard, print by hand, in block letters, the following information: your name, address, phone number, e-mail address, and date of birth (“**Mail-in Entries**”).

Mail the postcard to:

“Win a Trip to Mexico” (Washington) Sweepstakes  
*Cirque du Soleil*  
Att: Lisa-Marie Laflèche  
Corporate Alliances  
8400, 2<sup>nd</sup> Avenue  
Montreal (Quebec) H1Z 4M6  
Canada

All Mail-in Entries must be individually sent with sufficient postage. All Mail-in Entries must be complete, legible, postmarked by June 17, 2018 and received no later than July 1, 2018. Cirque is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due Mail-in Entries, which will be disqualified.

All participants who have duly followed either the *Shazam* Application Method of Entry, the Web Page Method of Entry or the Alternative Method of Entry shall be referred to collectively as the “**Entrants**” or individually as an “**Entrant**”. Entrants who use the Web Page Method of Entry or the *Shazam* Method of Entry 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.

## 7. PRIZE

Among all valid *Shazam* Entries, Web Page Entries and Mail-in Entries and subject to the conditions below, **ONE (1)** single grand prize will be awarded, consisting of:

- Seven (7) nights hotel accommodation for two (2) individuals in ONE (1) entry level room at Riu Hotel & Resort in Cancun, Mexico (hotel and room may be subject to change at the sole discretion of Cirque and/or the Prize Supplier), all meals and drinks, the assistance of an Apple Vacations, LLC representative on the hotel premises, and transfers to and from Cancun International Airport to the hotel, having a total approximate retail value not to exceed Nine Hundred United States Dollars (USD\$900.00); and
- Two (2) round-trip air seats on charter air from Baltimore (Baltimore/Washington International Thurgood Marshall Airport) to Cancun, Mexico (Cancun International Airport), having each a total value not to exceed Five Hundred Fifty United States Dollars (USD\$550.00).

The foregoing components collectively constitute the “**Prize**”.

The total estimated retail value of the Prize is Two Thousand United States Dollars (USD\$2,000.00). No compensation will be awarded to the Winner and his/her guest if the value of the Prize won is less than the approximate retail value hereinabove mentioned.

For the odds of winning, please refer to Section 4 above.

## 8. CONDITIONS APPLICABLE TO PRIZE

The following conditions apply to the Prize:

- (1) The Prize must be used before December 10th, 2018. No extensions, exceptions or refunds are allowed. Travel dates are subject to availability. Without limitation, the Prize cannot be used 5 days prior to and after holidays, including but not limited to Columbus Day (October 3 to October 15), Veterans Day (November 7 to November 17), and Thanksgiving (November 14 to November 28). Changes to reservations, once made, are not permitted.
- (2) 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;
  - 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.
- (3) 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;
- (4) 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;
- (5) 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;
- (6) If the Prize or any part of the Prize is not used, no compensation will be awarded to the Winner or his/her guest;
- (7) 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;
- (8) All accepted parts of the Prize must be used by the Winner during the same trip;
- (9) 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;
- (10) No prize substitution or cash redemption is allowed by the Winner. The Prize is not transferable; and
- (11) 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 ("**Winner**") will be selected in a random draw among all eligible Entrants who submitted a compliant *Shazam* Entry, Web Page Entry or Mail-in Entry during the Sweepstakes Period. The random draw will be conducted by a representative of Cirque, at 8400, 2<sup>nd</sup> Avenue, Montreal, Quebec, H1Z 4M6, Canada on July 2, 2018 at approximately 10:00:00 AM EST.

The selected Entrant will be notified by telephone or e-mail within two (2) business days following the draw.

In the event the selected Entrant:

- 1) is unreachable by telephone or e-mail within two (2) 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 the Prize.

The forfeited Prize may be awarded to an alternate Winner in a random draw under the same conditions as aforementioned from all remaining eligible entries received for the Sweepstakes ("**Alternate Winner**"). If the Alternate Winner is unreachable by e-mail within two (2) business days following the draw or does not reply within five (5) business days of being notified or does not comply with all the conditions in Section 10, he/she will forfeit the 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, *Shazam*, or any other person directly associated with the holding of the Sweepstakes from all liability; 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 selected 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 guardians.

Failure of the selected Entrant to meet any of the above-mentioned conditions will result in the 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 has been determined and qualifies.

#### **11. PRIZE DELIVERY**

Within fifteen (15) business days following the receipt of the Winner's Declaration Form, Winner will be contacted by Cirque to coordinate communications between Winner and the Prize Supplier (Apple Vacations, LLC).

#### **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, SUBSIDIARIES, AFFILIATED COMPANIES, CONTROLLING CORPORATIONS, ADVERTISING OR PROMOTION AGENCIES, SPONSORS, SUPPLIERS OF MATERIALS, PRIZES AND SERVICES RELATED TO THE SWEEPSTAKES, SHAZAM, 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. THE RELEASED PARTIES ASSUME NO LIABILITY FOR LOST OR MISDIRECTED ENTRIES, WHETHER DUE TO TECHNICAL OR COMPUTER MALFUNCTIONS OR OTHERWISE OR ANY OTHER TECHNICAL OR COMPUTER MALFUNCTIONS, FRAUD, OR OTHER ERRORS. 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, THE 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. FOR FURTHER CLARITY, THIS SWEEPSTAKES IS NOT SPONSORED OR PROMOTED BY SHAZAM ENTERTAINMENT LIMITED OR ITS SUBSIDIARIES. ACCORDINGLY, SHAZAM ENTERTAINMENT LIMITED AND ITS SUBSIDIARIES EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONJUNCTION WITH THE OFFERING OR CONDUCT OF THE SWEEPSTAKES UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO THE AWARD OF PRIZES IN THE SWEEPSTAKES.

### **13. GENERAL**

- (1) Entrants, by entering the Sweepstakes, agree to abide and be bound by the Official Rules, the *Shazam* Terms 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 *Shazam* Entries, Web Page Entries and/or Mail-in Entries. All *Shazam* Entries, Web Page Entries and Mail-in Entries submitted become the exclusive property of Cirque and will not be returned.
- (2) The *Shazam* Entries, Web Page Entries and Mail-in Entries are subject to audit by Cirque. Any *Shazam* Entry, Web Page Entry or Mail-in Entry 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 who is the authorized account holder of the e-mail address indicated in the *Shazam* Entry, Web Page Entry or in the Mail-in Entry.
- (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.

### **14. PERSONAL INFORMATION RETENTION RULES FOR SWEEPSTAKES**

By entering the Sweepstakes using an Electronic Method of Entry, (i) Entrants agree to the collection, use, and disclosure of their 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's partners.

Entrants can use the Alternative Method of Entry if they prefer that their personal information only be used for the purposes of the Sweepstakes.

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](mailto: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 NAME, 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:

"Win a Trip to Mexico" (Washington) Sweepstakes  
Cirque du Soleil

Att: Lisa-Marie Laflèche  
Corporate Alliances  
8400, 2<sup>nd</sup> Avenue  
Montreal (Quebec) H1Z 4M6  
Canada

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 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 the city of Washington, District of Columbia, United States, having competent jurisdiction, which court shall apply the laws of the District of Columbia, 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.