

SWEEPSTAKES "WIN A PERSONAL INVITATION TO THE WORLD PREMIERE"

GENERAL CONDITIONS APPLICABLE TO ENTERING THE SWEEPSTAKES

NO PURCHASE OR MONETARY CONSIDERATION NECESSARY. VOID WHERE PROHIBITED BY LAW. ENTRY IS FREE.

1. SWEEPSTAKES DATES

The Sweepstakes "Win a Personal Invitation to the World Premiere" ("**Sweepstakes**") is sponsored by Cirque du Soleil America, Inc., 980 Kelly Johnson Drive, Las Vegas, Nevada, USA, 89119, ("**Cirque**"). The Sweepstakes runs from Wednesday November 3, 2010 at 9:00 A.M. EST until Thursday December 16, 2010 at 23:59:00 PST ("**Sweepstakes Period**") and is subject to the following general conditions ("**Official Rules**"). Cirque shall be responsible for the Sweepstakes, its organization and its Official Rules. By entering the Sweepstakes, Entrants (as hereinafter defined) agree to be bound by these Official Rules.

2. ODDS OF WINNING

Odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Period.

3. WHO CAN ENTER

The Sweepstakes is open to all residents of the United States of America and Canada who have reached the majority in accordance with the laws of their residence at the time they enter the Sweepstakes, who have an e-mail address and internet access prior to the start of the Sweepstakes Period, and who are Cirque Club members or becoming Cirque Club members during the Sweepstakes Period.

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.

4. HOW TO ENTER

NO PURCHASE NECESSARY.

Actual Member

If you are already a Cirque Club member who have reached the majority in accordance with the laws of your residence at the time you enter the Sweepstakes ("**Actual Member**"), you can enter the Sweepstakes by clicking on the following link: www.cirquedusoleil.com/michaeljackson, by entering your actual Cirque Club member login information ("**Registration Form**") and by providing the correct answer to the ability question:

« What is the name of the new *Cirque du Soleil* touring show featuring the songs of Michael Jackson? »

New Member

To enter the Sweepstakes, it is mandatory that you become a Cirque Club member before the end of the Sweepstakes Period. To become a Cirque Club member (“**New Member**”), you may access and complete the electronic entry from available at: www.cirqueclub.com by entering your first and last name, complete address, country, postal code, phone number, age and e-mail address (collectively “**Personal Information**”). After becoming a member, you may complete the Registration Form to enter the Sweepstakes and provide the correct answer to the ability question:

« What is the name of the new *Cirque du Soleil* touring show featuring the songs of Michael Jackson? »

Alternative Method of Entry

You may, after becoming a Cirque Club member, also enter the Sweepstakes using the following method (“**Alternative Method of Entry**”):

On a hand-addressed 4”x6” postcard, hand print in block letters the following information: your name, address, phone number, age and e-mail address and the correct answer to the ability question:

« What is the name of the new *Cirque du Soleil* touring show featuring the songs of Michael Jackson? » (“**Mail-in Entries**”).

Mail the postcard to:

Cirque du Soleil America, Inc. – “Win a Personal Invitation to the World Premiere”
980 Kelly Johnson Drive
Las Vegas, Nevada, USA, 89119
Attention: Chantal Ouellet– Executive Secretary

All Mail-in Entries must be postmarked by December 11, 2010 and received no later than December 16, 2010.

Actual Members and New Members who have duly completed the Registration Form or used the Alternative Method of Entry shall be referred to collectively as the “**Entrants**” or individually as an “**Entrant**”. Entrants must at all times use the same e-mail address. The use of more than one (1) e-mail address by an individual will result in automatic disqualification of that individual.

5. PRIZE

One (1) prize, subject to the conditions below:

- a) Round trip economy airfare for two (2) people from the international airport closest to the winner’s place of residence to Montreal, Canada, each airplane ticket having an approximate total retail value not to exceed CA\$1,200, inclusive of all applicable taxes;
- b) Two (2) Category 1 tickets to see the premiere of the new Michael Jackson *Cirque du Soleil* show presented in Montreal, Canada, in October 2011, subject to change. The approximate retail value of each ticket is CA\$125;
- c) Two (2) nights in a regular room at Fairmont The Queen Elizabeth hotel located in Montreal, having an approximate retail value of CA\$600; and
- d) CA\$500 spending money in cash;
(collectively “**Prize**”).

The total retail value of the Prize is approximately CA\$3,750, depending on dates and availability at the time the Prize is awarded. No compensation will be awarded to the Winner or his/her guest if the value of the Prize is less than the approximate retail value hereinabove mentioned.

The following conditions apply to the Prize:

- (1) Unless explicitly included in the Prize description above, all costs, charges or expenses, 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, meals and beverages, internet access charges, bar and wine charges, room service, gratuities and local and long distance telephone calls are the sole responsibility of the Winner and his/her guest;
- (2) The guest accompanying the Winner must have reached majority;
- (3) Travel arrangements shall be made by Cirque at least twenty one (21) days prior to travel dates. Winner and his/her guest must travel together. The 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. Once the arrangements are completed, no modifications will be accepted;
- (4) The value allocated to the traveling expenses included in the total value of the Prize may vary depending on the point and dates of travel. No compensation will be awarded to the Winner or his/her guest if the actual value of the traveling expenses is less than the allocation set forth above;
- (5) All seat locations to the show are subject to availability and seats shall be determined at the sole discretion of Cirque;
- (6) If the Prize or any part of the Prize is not used, no compensation will be awarded to the Winner and his/her guest;
- (7) All federal, state or local taxes are the sole responsibility of Winner;
- (8) No prize substitution or cash redemption allowed by the Winner. The Prize is not transferable. Cirque reserves the right to substitute a prize of equal or greater value if any portion of the featured Prize becomes unavailable; and
- (9) Other restrictions may apply.

6. DRAWING

The Winner of the Sweepstakes will be selected in a computer generated random drawing ("**Winner**") among all eligible and compliant Registration Forms and Mail-in Entries received before the end of the Sweepstakes Period. The random drawing will be conducted by a representative of Cirque du Soleil America, Inc. at Cirque's International Headquarter at 8400, 2nd Avenue, Montreal, Quebec, H1Z 4M6, Canada, on Thursday December 16, 2010 at 3:00 PM EST. Winner will be notified by telephone or by e-mail on December 23, 2010. In the event the Winner is unreachable, the Winner's Prize notification is returned as undeliverable or the Winner fails to comply with the provision of section 7 below, such Winner will forfeit the Prize. A forfeited Prize may be awarded to an alternate Winner in a random drawing from all remaining eligible entries received for the Sweepstakes.

Return of prize notification as undeliverable will result in disqualification and selection of an alternate Entrant. If the selected Entrant cannot reply within seven (7) business days

of being notified, he/she will not be entitled to his/her prize and another draw will take place to award the Prize.

7. WINNER NOTIFICATION AND QUALIFICATION, AND SELECTION OF ALTERNATE WINNERS

In order to be declared Winner, the Entrant selected pursuant to Section 6 above must meet the following conditions:

- a) Compliance with these Official Rules and conditions for eligibility;
- b) Selected Entrant must complete and return to Cirque, within seven (7) business days of receipt, an affidavit or other document of eligibility, liability/publicity release and compliance with the Official Rules, confirming his or her compliance with the Official Rules, releasing Cirque, its directors, officers, employees, subsidiaries, affiliated companies, parent companies and agents from all liability, and except where prohibited by law, permitting Cirque and its representatives to use the selected Entrant name, likeness, statement concerning the Prize, place of residence, without compensation, in any publicity carried out by Cirque and for any required disclosures without Winner's consent ("Declaration Form"). The selected Entrant for the Prize may be required to furnish photographic identification in the form of a government-issued document. The Declaration Form must also be signed by the selected Entrant's guest before departure. Failure of the Winner to meet any of the above-mentioned conditions will result in the Winner's automatic disqualification and loss of entitlement to his or her Prize. In such event, Cirque shall have the right to draw or select another Entrant as described in section 6 until the Winner has been determined and qualified.

Failure of the Winner to meet any of the above-mentioned conditions will result in the Winner's automatic disqualification and loss of entitlement to his or her Prize. In such event, Cirque shall have the right to draw or select another Entrant as described in section 6 until the Winner has been determined and qualified.

8. PRIZE DELIVERY

No later than twenty-one (21) business days following the receipt of his/her duly completed Declaration Form, Cirque will send (i) by mail a check representing the cash allocation; (ii) and by e-mail, the hotel reservation confirmation, plane tickets confirmation and the tickets to the show.

9. LIMITS OF LIABILITY; DISCLAIMERS

BY ENTERING THE SWEEPSTAKES, ENTRANTS AGREE TO BE BOUND BY THESE OFFICIAL RULES, AND AGREE TO RELEASE CIRQUE, ITS EMPLOYEES, AGENTS AND REPRESENTATIVES, ITS SUBSIDIARIES, ITS AFFILIATED COMPANIES, ITS 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 HOLDING OF THE SWEEPSTAKES ("**RELEASED PARTIES**") FROM ANY AND ALL LIABILITY WHATSOEVER FOR LOSSES OR DAMAGES OF ANY KIND THAT RESULT FROM ACCEPTANCE, POSSESSION OR USE OF ANY PRIZE OR FROM ENTRY OR ATTEMPTED ENTRY INTO THE SWEEPSTAKES. 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 BUT, THE WEBSITE IS HACKED, UNAUTHORIZED HUMAN INTERVENTION OCCURS OR THE INTEGRITY, ADMINISTRATION, IMPARTIALITY OR NORMAL OPERATION OF THE SWEEPSTAKES IS COMPROMISED IN ANY WAY.

10. GENERAL

- a) Entrants, by entering the Sweepstakes, agree to abide by the Official Rules, and that the decisions of Cirque are final and without appeal with respect to all aspects of the Sweepstakes including, without limitation, the eligibility and/or the disqualification of forms. All Registration Forms and Mail-in Entries submitted become the exclusive property of Cirque and will not be returned.
- b) The Registration Forms and Mail-in Entries are subject to audit by Cirque. Any Registration Forms and Mail-in Entries that, depending on the case, are 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.
- c) 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.
- d) For the purpose of these Official Rules, the Entrant is the person whose name appears on the Registration Form or Mail-in Entries and, in case of confusion, who owns the e-mail address.
- e) The use of any automated entry software or any other mechanical or electronic means that permits the participant to automatically enter repeatedly is prohibited.
- f) The Winner is hereby advised that tax implications may arise from winning the Prize and it should seek independent financial advice prior to acceptance of his/her Prize.

11. PERSONAL INFORMATION RETENTION RULES FOR SWEEPSTAKES

When entering the Sweepstakes, the Entrants agree that their Personal Information collected by Cirque shall be used in accordance with applicable law: (i) in order for Cirque or its agent to contact the Entrants for the purposes of the Sweepstakes; and (ii) for marketing and promotional purposes in connection with *Cirque du Soleil* activities. The Entrant's Personal Information shall not be used for any other purposes unless expressly agreed otherwise by Entrant and shall be subject to all applicable laws.

In compliance with the Personal Data Protection Legislation in force, you are informed and you expressly consent to the incorporation of your Personal Information into Cirque's database and its automatic treatment for the abovementioned purposes.

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 the technologic development.

At any time you may revoke your consent and exercise your rights of objection, access, rectification and cancellation addressing your notice to Cirque du Soleil America, Inc., 980 Kelly Johnson Drive, Las Vegas, Nevada, USA, 89119.

Please, for your convenience and to hold our databases up to date, kindly notify us any change in your Personal Information.

12. OFFICIAL RULES

For a copy of the Official Rules or for any complaints send a self-addressed stamped envelope with a written request for the list to Cirque:

Win a Personal Invitation to the World Premiere Sweepstakes
Cirque du Soleil America, Inc.
980 Kelly Johnson Drive, Las Vegas, Nevada, USA, 89119

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

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

As a condition to participating 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, Nevada, having competent jurisdiction, which court shall apply the laws of United States of America, without regard to the conflicts of laws principles thereof. The Entrant 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 full extent permitted by applicable law.

14. QUEBEC RESIDENTS

A Québec resident participant may submit a complaint: (i) concerning this Sweepstakes for a ruling or (ii) concerning the awarding of a prize to help settle the complaint, to the Régie des alcools, des courses et des jeux.