

SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN,
NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING**

1. **SPONSOR:** Marcus Theatres Corporation, a Wisconsin corporation, having an address of 100 East Wisconsin Avenue, Suite 2000, Milwaukee, Wisconsin 53202 ("Sponsor").

2. **ENTRY PERIOD:** The Sweepstakes entry period begins on Wednesday, March 16, 2016 at 12 p.m. Central Time (CT) and ends on Sunday, March 20, 2016, at 11:59 p.m. Central Time (CT). (the "Entry Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

3. **METHOD OF ENTRY:** During the Entry Period you may enter the Sweepstakes via the Internet. To enter, access one or more of the following social media platforms, Facebook.com or Twitter.com, and register for free to open an account. Follow the @Marcus Theatres Facebook account or the @marcus_theatres Twitter account. Then, follow the instructions from the @Marcus Theatres Facebook account or @marcus_theatres Twitter account regarding the Sweepstakes. **BY ENTERING, YOU AGREE TO THESE OFFICIAL RULES.** Limit: Each participant may enter only one (1) time during the Entry Period. The use of automated entry devices is prohibited and will result in disqualification.

4. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of Iowa, Illinois, Minnesota, Nebraska, North Dakota, Ohio and Wisconsin (the "Eligibility Area") who are at least eighteen (18) years or older (nineteen (19) years or older in Nebraska) at the time of entry. Employees of Sponsor and its parent and affiliated companies, including, without limitation, The Marcus Corporation and Marcus Hotels, Inc., and employees of any advertising and promotional agencies affiliated with those companies, and the immediate family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term "immediate family members" includes spouses, parents, grandparents, siblings, children and grandchildren. Entries must be received by the end of each Entry Period. Any entries received after the end of each Entry Period will be disregarded and not included in the Sweepstakes. The Sweepstakes is void outside of the Eligibility Area and where prohibited or restricted by law. The Sweepstakes is subject to all federal, state and local laws and regulations and is void outside the Eligibility Area and where prohibited by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

5. **PRIZE:** One (1) grand prize winner will receive: four (4) "Allegiant" T-shirts, two (2) Nerf blaster guns, and two (2) "Allegiant" tattoos. Approximate prize value is \$120. No substitution, exchange or cash redemption of prize is permitted. All federal, state and local taxes on the prize are the sole responsibility of the winner. In the event the Prize is valued at \$600 or more, Sponsor will issue an IRS Form 1099 reflecting the actual value of the Prize won. However, winner's failure to receive an IRS Form 1099 does not relieve winner of applicable tax requirements.

6. **PRIZE DRAWING:** Winners will be notified approximately one week following the end of the Entry Period. Sponsor will randomly select the potential Sweepstakes winner from all eligible entries received during the Entry Period. Odds of winning depend on total number of eligible entries received.

7. **WINNER:** The winner will be notified through the applicable social media platform used to enter the Sweepstakes or by the email address provided at the time of entry. Sponsor is not responsible if a prize notification is not received for any reason. Disqualification and the selection of an alternate winner will result from any of the following: (1) if a potential winner cannot be reached after reasonable efforts has been exerted during a ten (10) day period from the date of the first attempt to contact potential winner; (2) winner's inability to accept prize; (3) potential

winner's failure to execute and return an Affidavit of Eligibility/Release of Liability/Publicity Release within five (5) days of date of receipt; (4) the return of a prize notification as undeliverable or (5) any other non-compliance with these Official Rules ("Rules"). Sponsor will attempt to contact up to two (2) potential winners of the prize and if unable to confirm a winner, at Sponsor's option, the prize may go un-awarded. The winner is responsible for all federal, state and local taxes and fees associated with the prize receipt and/or use. For the name of the winner (available the day after winner has been notified) and/or a copy of these Official Rules (request must be received within six months of the date the final prize is awarded and the Sweepstakes concludes), send a self-addressed, stamped envelope to: Marcus Theatres Corporation, 100 East Wisconsin Avenue, Suite 2000, Milwaukee, Wisconsin 53202, Attn: Promotions Department, and indicate which you are requesting.

8. CONDITIONS, DISCLAIMERS AND LICENSE: By entering this Sweepstakes, each entrant agrees that: (1) he or she will abide by and be bound by these Official Rules; (2) the entry, becomes solely the Sponsor's property and will not be acknowledged or returned; (3) neither Sponsor nor any of its affiliated companies or the advertising and promotional agencies affiliated with Sponsor or those affiliated companies, nor any of their officers, directors, employees, agents or representatives (collectively, Sponsor's "Affiliates") are responsible for claims, injuries, death, losses or damages of any kind resulting from Sweepstakes participation or inability to participate; the awarding, acceptance, use, misuse, possession, loss or misdirection of the prize or parts thereof; or participation in any prize related activity; (4) winner's acceptance of the prize constitutes the grant of an unconditional right to use winner's name, address (city and state only), voice, likeness, photograph, biographical and prize information and/or statements about the promotion for any publicity, advertising and promotional purposes, including the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including without limitation, the World Wide Web, without additional compensation or limitation, except where prohibited by law; (5) any portion of the prize not accepted by the winner will be forfeited; (6) Sponsor is not responsible for any inability of the winner to accept the prize for any reason; (7) in the event that any dispute arises regarding the meaning or interpretation of these Official Rules, the dispute shall be resolved by applying the laws of Wisconsin by and within the courts of that state; (8) by entering this Sweepstakes, all entrants agree that Sponsor has the sole right to decide all matters relating to the Sweepstakes, including fact, interpretation, eligibility, procedure, fulfillment, and disputes from the Sweepstakes and its determination of the qualifiers and winner is final. In the event a question arises regarding a winner's identity, entry will be deemed made by the holder of the email account associated with the entry. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, mechanically reproduced, postage due, misdirected, late, irregular in any way, or otherwise not in compliance with these Official Rules. Although Sponsor attempts to ensure the integrity of the Sweepstakes, neither Sponsor nor any of its affiliated companies or the advertising and promotional agencies affiliated with Sponsor or those affiliated companies are responsible for the actions of entrants or other individuals in connection with the Sweepstakes, including attempts by entrants or other individuals to circumvent these Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Sweepstakes, Sponsor reserves the right in its sole and absolute discretion to modify these Official Rules, and/or to cancel, terminate, modify or suspend all or any part of the Sweepstakes, and in the event of cancellation or termination, to select winners from among all eligible non-suspect entries received up to the time of such cancellation, termination, modification, or suspension, as applicable. Neither Sponsor nor its affiliates shall be liable to any person in connection with any action taken pursuant to the forgoing sentence. Inclusion in such drawing will be each entrant's sole and exclusive remedy under such circumstances. Proof of submitting entry will not be deemed receipt of such entry by Sponsor.

THE OFFICIAL RULES WILL BE POSTED THROUGHOUT THE ENTRY PERIOD AT www.marcustheatres.com/AllegiantSweeps. BY ENTERING AND PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED BY ENTRANT IN CONNECTION WITH THE SWEEPSTAKES IS TRUE, ACCURATE AND COMPLETE. SPONSOR AND ITS AFFILIATES RESERVE THE RIGHT, AT ANY TIME AND AT THEIR SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS SWEEPSTAKES OR ANY FUTURE SWEEPSTAKES, CONTEST OR OTHER PROMOTIONS OF THE SPONSOR AND/OR ITS AFFILIATES, ANY INDIVIDUAL SUSPECTED OF TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE SWEEPSTAKES; ACTING IN VIOLATION OF THESE OFFICIAL RULES OR SPONSOR'S AND/OR ITS AFFILIATES TERMS OF SERVICE, PRIVACY POLICY OR OTHER TERMS, CONDITIONS OR GUIDELINES; ACTING IN BAD FAITH OR IN A DISRUPTIVE MANNER, OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN OR HARRASS ANY OTHER PERSON; HAVING FAILED TO AGREE TO THESE OFFICIAL RULES; OR VIOLATING ANY OF THESE OFFICIAL RULES. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF THESE OFFICIAL RULES, AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD SPONSOR AND/OR ITS AFFILIATES BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE ENTRANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION, CRIMINAL PROSECUTION.

9. LIMITATIONS ON LIABILITY: Neither Sponsor nor its Affiliates shall be liable to winner or any other person for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's or its Affiliates' sole control. Neither Sponsor nor its Affiliates shall be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), hotel(s), or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Neither Sponsor nor its Affiliates shall be liable for any loss or damage to baggage.

IN NO EVENT WILL THE SPONSOR AND/OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF ANY ACCESS TO AND/OR USE OF THE SPONSOR'S THEATRES, HOTELS, RESTAURANTS, HOTEL ROOMS OR SPAS, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS, OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, ALL PRIZES, AND ALL MATERIALS PROVIDED IN CONNECTION WITH THE SWEEPSTAKES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. RELEASE AND INDEMNIFICATION: BY ENTERING THE SWEEPSTAKES, ENTRANTS RELEASE AND HOLD THE SPONSOR AND SPONSOR'S AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHT, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE

SWEEPSTAKES OR PARTICIPATION IN ANY SWEEPSTAKES RELATED ACTIVITY, INCLUDING WITHOUT LIMITATION, ACCESS TO ANY MATERIALS, OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

11. MISCELLANEOUS:

- A. **PRIVACY:** Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and the Marcus Theatres Corporation Privacy Policy (as may be amended from time to time), currently located at <http://www.marcustheatres.com/Privacy/> provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of the Official Rules shall prevail. By entering this Sweepstakes, entrant agrees that Sponsor may share entrant's personal information with its Affiliates for the purpose of prize fulfillment in the event entrant is chosen as a potential winner. Additionally, if an entrant chooses to opt-in to a specific offer from a participating Affiliate, entrant's personal information will be subject to that Affiliate's privacy policy and terms of service (if applicable) and such entrant agrees to receive email communication from that Affiliate. Opting in to specific offers does not improve an entrant's chances of winning.
- B. **SEVERABILITY, HEADINGS:** If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.
- C. **GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of any participant or Sponsor in connection with the Promotion shall be governed by and construed in accordance with the internal laws of the State of Wisconsin 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 laws.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, or Instagram. Entrant represents and warrants that he or she is providing his or her information to Sponsor and not to Facebook, Twitter, or Instagram.