

The Search for Roxie! PARTICIPATION TERMS

MUST BE 21 YEARS OF AGE OR OLDER TO PARTICIPATE. NO PURCHASE NECESSARY TO PARTICIPATE.

WHO MAY SUBMIT A VIDEO APPLICATION: The Search for Roxie! ("Search") is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least 21 years of age, are authorized to work in the United States, and do not require work authorization sponsorship. Although union or guild membership is not required to participate in the application process, individuals who are party to any union or guild agreement that would govern the creation of any materials in connection with an application, including without limitation, SAG, AFTRA, and AFofM, are also eligible to participate. Void where prohibited or restricted by law. Officers, directors and employees of any of the following: Chicago Limited Partnership, 165 W 46th Street, Ste. 1202, New York, NY 10036 ("Promoter"), Broadway.com, RPM Agency LLC, American Airlines, and other individuals and entities responsible for the development, promotion and implementation of this Search, and their respective suppliers, parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouses, parents, children and siblings, and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such non-eligible individuals, are not eligible to submit a Video Application (as defined below). Search is subject to all applicable federal, state and local laws. Promoter's decisions are final and binding on all matters relating to this Search.

Note: Any applicant's ability to participate in the Search or be considered as a Finalist is subject to any/all applicable union rules. Applicants who are not currently a member of Actors' Equity Association, will be required to join Equity if selected for the Roxie Hart opportunity in order to be able to rehearse for and perform in the show. Promoter will not be responsible for paying any required union membership fees, dues or other related charges.

SEARCH DESCRIPTION: Up to three (3) applicants will be identified as finalists and will travel to New York City, NY for in-person auditions with the *Chicago* casting directors and producers for the opportunity to play Roxie Hart in the show. The finalist(s) may also take part in certain other Promoter-specified activities as designated by Promoter.

Desired Skills and Qualifications:

- A passion for and knowledge of the Broadway show *Chicago*;
- Dance and entertainment savvy with a track record of choreographed dance and/or show experience;
- Comfort on-stage for performances and on-camera for media interviews or appearances;
- The ability to work and perform effectively and efficiently under tight deadlines; and
- Good character and good judgment to serve as a public representative of Promoter to consumers, stakeholders and media.

HOW TO SUBMIT A VIDEO APPLICATION: During the Video Application Period (as defined below), visit **ChicagoTheMusical.com** and follow the directions to complete the online form provided, include a video no longer than four (4) minutes in length performing a short song-and-dance number using the sheet music and choreography assets available for download on the website (each, a "Video Application"). Videos must adhere to the specifications listed below:

- o File Formats: 3gp, avi, mov / qt, mp4, mpeg / mpg and wmv
- o Max height: 1085 & Max Width: 1925 o Min Height: 95 & Min width: 170
- o File size max: 750 MB
- o File size min: 1 MB
- o Max length: 240 seconds (4 mins)
- o Min length: 5 seconds
- o Aspect ratio max: 16:9
- o Aspect ratio min: 4:3

All Video Applications must be submitted during the Video Application Period (as defined below) to be considered. Video Applications generated by script, macro or other automated means and Video Applications made by any means which subvert the participation process are void. All Video Applications must adhere to these Participation Terms, including but not limited to the guidelines set forth in the Video Application Content Restrictions section below, to be eligible.

Please read these Participation Terms carefully as they contain important information about how the Search will be conducted, including eligibility to participate, deadlines, and rules regarding Video Applications. Participants understand that dancing is a strenuous activity that may involve certain health related risks, including risk of physical injury. Participants must be in good physical condition and must have the physical capacity to participate in any activities associated with this Search (including dancing) and accept all risks associated with such activities.

Video Applications will be accepted between 12:00:01 a.m. Eastern Time ("ET") on September 9, 2019 and 11:59:59 p.m. ET on October 14, 2019 ("Video Application Period"). Only Video Applications received during the Video Application Period that are otherwise fully compliant with these Participation Terms are "Valid Video Applications." Limit of one (1) Video Application per person using only one (1) email address throughout the Video Application Period. In the event of a dispute involving Video Applications submitted by multiple individuals using the same email account or address, the Video Application will be deemed to have been submitted by the authorized subscriber of the email account used to enter the Search at the time of Video Application. The authorized subscriber is defined as the natural person who is assigned to an email address by the relevant Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

VIDEO APPLICATION CONTENT RESTRICTIONS:

A Video Application may not contain, as determined by the Promoter, in its discretion, any content that:

- is sexually explicit or suggestive or contains nudity;
- is violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic;

- promotes illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- features, advocates, suggests, condones or treats in a humorous manner the excessive, underage or irresponsible consumption of beverage alcohol products;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other Video Applications that were submitted prior to this Video Application;
- defames, misrepresents or contains disparaging remarks about other people, companies or products;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, with the exception of *Chicago*;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media with the exception of *Chicago*);
- contains materials embodying the names, likenesses, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or goodwill to which Promoter wishes to associate; and/or
- violates any federal, state or local laws, including without limitation, copyright laws.

Video Application must be in English and the original work of the applicant (with the exception of the permitted third-party materials provided by Promoter to applicants on the Search website). The Video Application may not have been previously published, and may not have won previous awards. By submitting a Video Application, applicant warrants and represents that he/she consents to the Video Application/submission and use of the Video Application in this Search and to its use as otherwise set forth herein.

DETERMINATION OF SEMI-FINALISTS: All Valid Video Applications received by the Promoter will be considered and reviewed based on a variety of factors including without limitation, persuasiveness, quality of dance/acting skills, personality, experience, and other factors determined by Promoter in its sole discretion to determine up to ten (10) "Semi-Finalists", provided they are eligible and compliant with these Participation Terms.

NOTIFICATION OF SEMI-FINALISTS: Potential Semi-Finalists will be notified by telephone and using the information provided on their Video Application on or about October 28, 2019. Each Semi-Finalist will be required to sign an affidavit of eligibility and publicity/liability release and any other documents required by Promoter within two (2) business days of initial notification, or an alternate applicant may be contacted. Telephone notification shall be deemed to have occurred on the date Promoter or Promoter's designee first attempts to make telephone contact with a potential Semi-Finalist. If any potential Semi-Finalist is found to be ineligible for any reason, an alternate may be selected. If notification is returned as undeliverable, it will result in disqualification, and an alternate Semi-Finalist may be notified. Any non-response by a potential Semi-Finalist, or Promoter's failure to receive a response from any potential Semi-Finalist within the prescribed two (2) day notification period, may, in the Promoter's discretion, result in disqualification and the selection of an alternate Semi-Finalist. In the event of any non-compliance with these Participation Terms, the potential Semi-Finalist will be disqualified

and an alternate Semi-Finalist may be selected. Promoter is not responsible for unsuccessful efforts to notify any potential Semi-Finalist.

DETERMINATION OF FINALISTS: The eligible Semi-Finalists' names, hometowns, and Video Applications will be featured on ChicagoTheMusical.com for online fan voting from **November 1, 2019 to November 8, 2019**. Fans will cast votes to narrow the Search to three (3) potential "Finalists", subject to the Finalists' eligibility and compliance with these Participation Terms. Finalists will be required to participate in a telephone interview prior to being considered to proceed to an in-person audition.

Limit of one (1) vote per person/email address throughout the fan voting period. Votes received from any person or email address in excess of the limitations stated above will be void. Semi-Finalists are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public and/or using any websites or online forums designed to induce individuals or provide other incentives to vote for their Video Application, as determined by Promoter in its sole discretion. All votes are subject to final verification by Promoter. Use of script, macro or other automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void.

NOTIFICATION OF FINALISTS: Potential Finalists will be notified by telephone and using the information provided on their Video Application in or around the week of November 11, 2019. Potential Finalists must agree to be available for a further telephone Interview (as defined and more fully described below), and prior to participation in the Interview, each Finalist will be required to sign a background check release and any other documents required by Promoter within three (3) days of initial notification, or an alternate applicant may be contacted. Telephone notification shall be deemed to have occurred on the date Promoter or Promoter's designee first attempts to make telephone contact with a potential Finalist regarding their potential Finalist status. If any potential Finalist is found to be ineligible for any reason, an alternate may be selected. If notification is returned as undeliverable, it will result in disqualification, and an alternate Finalist may be notified. Any non-response by a potential Finalist, or Promoter's failure to receive a response from any potential Finalist within the prescribed three (3) day notification period may, in the Promoter's discretion, result in disqualification and the selection of an alternate Finalist. In the event of any non-compliance with these Participation Terms, the potential Finalist will be disqualified and an alternate Finalist will be selected. Promoter is not responsible for unsuccessful efforts to notify any potential Finalist. **All Finalists must be available to travel and participate in all travel-related activities if they are selected as Finalists or they will be disqualified and, at Promoter's sole discretion, the opportunity may be provided to an alternate Finalist. The release and content of any public announcement of a participant's selection as a Finalist, including on social media or to the press, must be approved in advance by Promoter.**

Each eligible Finalist will receive a trip to New York City, NY on dates to be determined between November 18, 2019 and November 24, 2019 by Promoter to attend an in-person audition with the *Chicago* casting directors and producers. Trip consists of roundtrip, coach class air transportation from the major U.S. gateway airport near Finalist's residence to New York, NY, 2 days and 2 nights standard hotel accommodations, ground transportation to/from airport/hotel and a meal stipend. If a Finalist resides within a 100-mile radius of New York City, ground transportation will be provided in lieu of air transportation and no compensation or substitution will be provided in lieu thereof. Approximate Retail Value ("ARV") of each Finalist trip: \$1,000. Airing of any Finalist's

audition (if applicable) as part of a promotional piece has no cash value. Actual value of Finalist trip may vary based on point of departure. Any difference between stated value and actual value will not be awarded. Trip must be taken on dates specified by Promoter or opportunity will be forfeited and Promoter will have no further obligation to such Finalist. Promoter reserves right to change event and travel dates. Travel arrangements must be made through Promoter's agent, on a carrier of Promoter's choice. If the audition is canceled or postponed for any reason, the remainder of the travel components will be provided and Promoter will have no further obligation to Finalist. Finalist will be responsible for obtaining all necessary travel documents prior to travel. Tickets are subject to certain terms and conditions as specified thereon. Finalist must comply with event venue's rules and regulations. Failure to do so may result in forfeiture of this prize element. Finalists may not substitute, assign or transfer trip or redeem trip for cash. All federal, state and local taxes and all other costs associated with trip acceptance and use not specified herein as being provided, including without limitation, additional ground transportation, luggage fees, meals, souvenirs, and gratuities are the sole responsibility of the Finalists. All trip and audition details are at Promoter's sole discretion.

INTERVIEWS TO DETERMINE ROXIE HART OPPORTUNITY RECIPIENT: All Finalists will be required to participate in an interview via phone or online video conference, as specified by Promoter and at a time and date specified by Promoter. Finalists' performance and interview will sometimes be collectively referred to herein as the "Interview". All Finalist Interviews will be considered and reviewed based on a variety of factors determined by Promoter in its sole discretion to determine one (1) Recipient, subject to verification of eligibility and compliance with these Participation Terms.

BACKGROUND CHECKS: Promoter reserves the right to conduct a background check after extending a conditional offer of employment for the Roxie Hart opportunity without notice or further consent and participants agree to such background checks. Participants understand that Promoter reserves the right to withdraw a conditional offer of employment based on the results of his/her background check.

ROXIE HART OPPORTUNITY DETAILS (1): Up to one (1) applicant will receive the opportunity to play Roxie Hart in *Chicago* on Broadway. Promoter will not provide any housing or relocation costs (if applicable) and such costs will be the sole responsibility of the Recipient. Recipient position will be subject to the execution of a comprehensive Talent Agreement and a non-compete agreement. Exact responsibilities and tenure of Roxie Hart opportunity, including activities, dates of travel, required tasks and projects and other details will be determined by Promoter in its sole discretion, and may be subject to change. Recipient may also be required to perform other services and activities as required by Promoter at no further compensation to Recipient. Recipient must comply with all applicable event and venue rules and regulations. Failure to do so may result in disqualification. In the event any activity is cancelled or postponed, no compensation or substitution will be provided in lieu thereof. Recipient opportunity and all related elements are provided "as is" with no warranty or guarantee, either express or implied by Promoter. Recipient may not substitute, assign or transfer Recipient opportunity or redeem Recipient opportunity (or any element thereof) for cash, but Promoter reserves the right, at their sole discretion, to substitute a Recipient opportunity (or portion thereof) with one of comparable or greater value. All Recipient opportunity details are at Promoter's sole discretion.

GENERAL: By participating, all participants warrant and represent that they have complied in full with these Participation Terms, including but not limited to all eligibility

requirements, and further agree to be bound by these Participation Terms and the decisions of Promoter and/or the judging organization or entity, which are final and binding in all respects. All Video Applications become the property of Promoter and will not be returned or acknowledged. Photocopies, facsimiles, and incomplete or mechanically reproduced Video Applications are not eligible. Video Application materials that have been tampered with or altered, or mass Video Applications or Video Applications generated automatically or robotically, or by a script, macro or use of any automated device(s) are void. Neither Promoter nor its parents, affiliates, subsidiaries, divisions and/or advertising or promotion agencies are responsible for: (i) lost, late, misdirected, or damaged Video Applications; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Video Application materials or online fan voting data, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive Video Application or online fan voting information by Promoter; (iii) hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail or online fan voting transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the website in whole or in part for any reason; traffic congestion on the Internet or the website; unauthorized human or non-human intervention of the operation of the Search, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Search, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Search; or (iv) any injury or damage to participant's or any other person's computer related to or resulting from entering or otherwise participating in the Search. Promoter reserves the right to withdraw and terminate, or modify, the online method of Video Application if it becomes technically corrupted, if a computer virus or system malfunction impairs its ability to conduct the Search, or if the online Video Application method otherwise becomes impossible, impractical, infeasible for any other reason. If for any reason the Search is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Search, Promoter reserves the right, at its sole discretion to cancel, modify or terminate the Search. Promoter also reserves the right to terminate the selected Recipient and/or the Recipient position at any time and may replace the applicable Recipient or the Recipient position with an alternate participant or position of Promoter's choice.

WARRANTY: By entering, each Applicant warrants and represents (i) that the participant owns all rights to the Video Application/submission he/she is entering in this Search, including, without limitation, the video or digital recording, and the performance contained in each Video Application/submission, with the exception of any Promoter brand assets provided or made available by the Promoter for use by participants in connection with this Search; (ii) that the participant is the individual pictured and/or heard in the Video Application/submission, or, alternatively, that the participant has obtained permission from each and every person appearing in the Video Application/submission, granting full exhibition rights to the Promoter as described in these Participation Terms, and can make written copies of such permissions available to the Promoter upon request; (iii) and that his/her Video Application/submission: (a) is original to the participant (with the exception of the permitted third-party materials provided by Promoter to applicants on the Search website) and has been legally obtained and created, (b) does not infringe the intellectual

property, privacy or publicity rights or any other legal or moral rights of any third party, or violate applicable laws, rules regulations, or union standards; and (c) has not been entered in or won any previous searches or talent shows.

ASSIGNMENT OF RIGHTS: If Applicant's Video Application/submission is selected, participant will be required to execute such documents as may be required by Promoter to irrevocably assign and transfer to Promoter any and all rights, title and interest in the Video Application/submission and Recipient Content, including, without limitation, all copyrights, and forever waive all moral rights in the Video Application/submission and Recipient Content, any rights of privacy, intellectual property rights, and any other legal or moral rights that might preclude the Promoter's use, alteration or modification of the Video Application/submission or require the participant's permission to use it or the Recipient Content for any purpose, and agree never to sue or assert any claim against the Promoter or any entity acting pursuant to Promoter's direction for any use or alteration of such Video Application/submission or Recipient Content.

By participating in the Search, each participant agrees to release, defend, indemnify and hold harmless Promoter and its subsidiaries, affiliates, advertising agencies, promotion agencies, franchises, fulfillment companies, dealers, retailers, present and former officers, directors, employees, directors, and agents from and against any and all claims, demands, expenses, losses and liabilities of any nature whatsoever caused or contributed to by entering or participating in the Search, the acceptance, use or misuse of any opportunity, participation in any opportunity-related activities, including any claims of third parties claiming infringement of trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation, and further agrees to release, defend, indemnify and hold harmless Promoter from any and all claims that any commercial, advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Promoter infringes on the rights of participant's work as contained in any submitted Video Application. By participating in the Search, participant irrevocably grants to Promoter and its parents, subsidiaries, affiliates, legal representatives, assigns, agents and licensees, the unconditional and perpetual right and permission to copyright (as appropriate), reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse, without limitation, the participant's name, address, image, voice, likeness, statements, biographical material and Video Application/submission and Recipient Content, including, but not limited to any video, still image, likeness, photos, names, special effects or digital or other recording, performances or other material contained in such Video Application and Recipient Content, as submitted or as edited, altered or modified in any way by the Promoter or its designee(s) in the Promoter's sole discretion), as well as any additional photographic images, video images, portraits, interviews or other materials relating to the participant and arising from his/her participation in this Search in any media throughout the world for any purpose, without limitation and without additional review, compensation, or approval from the participant or any other party.

By submitting a Video Application, Applicant recognizes and acknowledges that the intellectual property, including, but not limited to: trademarks, service marks, domain names, names, titles, symbols, logos, designs, artwork, phrases, trade names and trade dress, and any combination thereof associated with Promoter and/or any of its affiliates, whether registered, pending registration, or subsisting at common law and the goodwill associated therewith are the sole and exclusive property of Promoter and/or its affiliates. No rights are granted hereunder to Applicant for any use other than that specified in the Video Application process. Applicant agrees that all ownership rights in the intellectual

property of the Promoter and/or its affiliates will remain with such parties and applicant will not claim any right, title, or interest in and to, or attack the title or any rights of such intellectual property, except for the right to use such intellectual property in accordance with the Video Application process.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE SEARCH, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND PROMOTER RESERVES THE RIGHT TO SEEK AND TO DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Search, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Search, or opportunity provided, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any participant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Search), and entrant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Participation Terms, or the rights and obligations of participant and Promoter in connection with the Search, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA.