

## **Do You Want to Go to Frozen? Scavenger Hunt Terms and Conditions**

### **1. Acceptance**

The present terms and conditions for the Do You Want to Go to Frozen? Scavenger Hunt (“Scavenger Hunt”), organized by Maltz Jupiter Theatre, Inc., a not-for-profit 501(c)(3) corporation, whose address is at 1001 East Indiantown Road, Jupiter, FL 33477 (“Promoter”), set out the rules and conditions for participation in the Scavenger Hunt. These Terms and Conditions (“Game Terms”) constitute a legally binding agreement between Promoter and each participant of the Scavenger Hunt. By accessing and participating in the Scavenger Hunt, you are deemed to have read, accepted, executed and agreed to be bound by these Game Terms.

### **2. Participation**

The Scavenger Hunt relates to the Promoter’s production of *Disney’s Frozen, The Broadway Musical* that will be taking place during the period of January 7 – January 26, 2025.

The Scavenger Hunt will run from December 9, 2024 at 10am through December 22, 2024 at 6pm. All entries received outside of this period will be disqualified.

The Scavenger Hunt is open to individuals who are eighteen (18) years of age or older and reside in the United States who have agreed to these Game Terms. Participants must post photos on their social media accounts (Instagram or Facebook) utilizing the hashtag #iwanttogotofrozen and include a caption that states why they should win the Prize. Prize winners are subject to certain conditions, as described by Sections 4 and 5 of these Game Terms.

Current or former employees, officers, directors, Board members, volunteers, agents and affiliates of the Promoter or a member of the same household (whether or not related) or Family Member (defined as parent, child, sibling, spouse, regardless of where they may live) are not eligible to participate in the Scavenger Hunt.

#### **a) Conduct**

The Participant understands and agrees that they are fully responsible and liable for any illegal or improper conduct throughout their participation during the Scavenger Hunt. The Promoter does not control nor endorse improper conduct during the game. Improper conduct shall include, but is not limited to, behavior which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age), promotes illegal activities (such as gambling), contains profanity or similar.

Promoter expressly denies and disclaims any liability towards you and denies any obligation to indemnify you for any losses which you may incur as a result of another Participant’s behavior during and/or after the Scavenger Hunt.

## **b) Copyright**

Participant retains all rights to the content posted, uploaded, submitted, or otherwise made available through the Scavenger Hunt, except for rights expressly granted herein. In order to broadcast the Scavenger Hunt, we must obtain from the Participant certain license rights in the Participant's content so that actions the Promoter may take in recording the Scavenger Hunt are not considered legal violations. Accordingly, by participating in the Scavenger Hunt and making content available, the Participant grants the Promoter an irrevocable, royalty free and non-sublicensable license to access, use, host, cache, store, copy, reproduce, transmit, display, publish, distribute, your content in any and all media or distribution methods but solely in order to publicize the Scavenger Hunt. Participant agrees that this license includes the right for the Promoter to distribute, promote or publicize content made available when participating in the Scavenger Hunt, on other media and services. Participant agrees that the content will not contain material subject to copyright or other proprietary rights, unless they have the necessary permission or are otherwise legally entitled to post the material and to grant the Promoter the license described above.

The Participant also agrees to have sole responsibility for all content on or linked to their social media or similar platforms and will ensure that all materials posted on their social media or otherwise used in mention or connection with the Promoter (i) are not illegal, (ii) do not infringe upon the intellectual property or personal rights of any third party and (iii) do not contain or link to any material which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age), promotes illegal activities (such as gambling), contains profanity or other similar. Not make any representations, warranties or other statements concerning the Promoter or any of their respective products or services, except as expressly authorized herein.

## **c) Promoter Liability**

Promoter assumes no liability under any legal theory for:

1. lost, late, incomplete or inaccurate information whether caused by Participants or any other party, tampering, hacking or by any equipment or programming associated with or utilized with the Scavenger Hunt or by any technical or human error, malfunction or failure;
2. any other error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of Scavenger Hunt materials and entries;
3. any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, programming related to participating in the Scavenger Hunt.

## **d) Waiver and Release of Liability**

1. Participant has independently investigated the risk of injury to themselves from the activities involved with the Scavenger Hunt (hereinafter collectively referred to as "Activities"), including the potential for permanent disability and death, and

- understand that, while particular rules, precautions, following provided instructions and personal discipline may reduce this risk, the risk of serious injury is an inherent risk in participation in the Activities;
2. Participant knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for said risks;
  3. On behalf of Participant's heirs, assigns, personal representatives and next of kin and any other party who may take by or through Participant, Participant hereby releases and holds harmless the Promoter, its divisions and affiliated entities; their respective officers, officials, agents, employees, volunteers, Board members, sponsors, and advertisers, with respect to any and all injury, disability, death, or loss or damage to person or property incident to Participant's involvement or participation in the Activities, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law;
  4. On behalf of Participant's assigns, personal representatives and next of kin and any other party who may take by or through Participant, agree to defend, indemnify, and hold harmless all the above Releasees from any and all liabilities incident to Participant's involvement or participation in the Activities, even if arising from their negligence, to the fullest extent permitted by law;
  5. On behalf of Participant's assigns, personal representatives and next of kin and any other party who may take by or through Participant, agree to defend, indemnify, and hold harmless all the above Releasees for any and all claims made by any third-party entity or individual against any Releasee based, in whole or in part, upon any intentional or negligent action by Participant;
  6. Participant has read this release of liability and assumption of risk agreement, fully understands its terms, understand that we have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement;
  7. Participant certifies that they have not been advised to not participate by a qualified medical professional and that there are no health-related reasons or problems which preclude participation in the Activities being cognizant that such participation involves an insignificant amount of outdoor activity (e.g., walking/running or cycling) for a period of several hours.

### **3. Game Rules**

- 3.1. Details and instructions regarding the Scavenger Hunt will be announced through the Promoter's social media accounts.
- 3.2. Details and instructions for the Scavenger Hunt will be available on the Promoter's website, [www.jupitertheatre.org](http://www.jupitertheatre.org).
- 3.3. Snowmen with a QR code will be hidden throughout Palm Beach County and Martin County.
- 3.4. Participants must take a photo with the snowman then follow the instructions utilizing the QR code. Participants may only register once for the Scavenger Hunt. Taking and submitting multiple photos with other snowmen found does not constitute additional entries in the Scavenger Hunt.

3.5. Participants must complete and submit the required information on the registration form (Jotform) that will be provided. All information provided must be true and accurate.

3.6. Participants must follow all the instructions in order to complete the Scavenger Hunt. Failure to complete the instructions provided during the Scavenger Hunt may result in the automatic disqualification from the Scavenger Hunt and an automatic forfeiture of any claim to the Prize.

3.7. The Promoter reserves the sole right to cancel or stop the Scavenger Hunt at its own discretion at any point in time if it suspects any cheating, dishonest conduct or a manipulation attempt by any Participant and/or third party. Participant will be immediately disqualified from participating in the Scavenger Hunt.

3.8 The Promoter may cancel the Scavenger Hunt at any time for any reason beyond its control; a *force majeure* event including, but not limited to, a natural disaster, pandemic/epidemic, civil commotion, riot, strike, act of fraud.

3.9 The Promoter reserves the right to cancel or stop the Scavenger Hunt if a minimum of three participants have not registered for the Scavenger Hunt during the time period previously mentioned.

#### **4. Prizes**

The prize (“Prize”) for this Scavenger Hunt is A *Frozen*-themed Gift Basket including a gift certificate for a family four-pack of tickets to *Disney's Frozen, The Broadway Musical* (which includes access to *The Blizzard Experience*), four drink vouchers, a photo opportunity on our stage (the date of your performance), and other Promoter merchandise. Estimated value of prize: \$420

The Prize is not transferable or exchangeable and cannot be redeemed for cash. The Promoter reserves the right to substitute the Prize with a prize of equal or greater value if the advertised Prize becomes unavailable for any reason. All costs and expenses associated with the acceptance and use of the Prize that are not expressly stated as part of the Prize are the sole responsibility of the winner. The winner is responsible for any applicable taxes on the Prize. The Promoter is not responsible for any warranty or guarantee on the Prize, and the winner accepts the prize "as is" without any warranty or guarantee.

#### **5. Winner Selection**

5.1. Participants having completed the Scavenger Hunt are eligible to become winners of the Scavenger Hunt and receive the Prize (“Winner”) if the Participant meets the requirements set out in this Clause 5.

5.2. Winner will be selected by a drawing that will take place on December 23, 2024 at 1pm. Winners will be notified by December 23, 2024 through a post on the Promoter's social media pages and through the email provided on the registration form.

5.3. Winner must respond within seven days of notification. If the Winner does not respond within the seven days, or if they are found to be ineligible, the Promoter reserves the right to select an alternate Winner from the remaining eligible entries. The decision of the Promoter is final and binding on all matters related to the Scavenger Hunt.

5.4. The following requirements apply:

5.4.1. Acceptance of these Game Terms and all other referenced terms and conditions within these terms;

5.4.2. The Participant must complete the Scavenger Hunt.

5.5. The Winner represents and warrants the following:

- you are at least eighteen (18) years old and are a natural person;
- you have the right, authority and capacity to agree in a binding way to the Game Terms on your behalf;
- you did not provide a false name, identity or email address owned or controlled by another person with the intent to impersonate that person for any other reason;
- you did not provide a name that is subject to any rights of a person other than yourself without proper authorization;
- you are not located in, or a citizen or resident, of any country other than the United States;
- you must provide current, accurate identification, contact and other information in order to claim the Prize;
- you shall conduct yourself in a professional manner in all your interactions;

If you are in breach of these representations and warranties, the Promoter reserves the right to take any necessary action including but not limited to the refusal to distribute the Prize which is available to the Winner of this Scavenger Hunt.

5.6. You accept that the Promoter reserves the right to change and/or amend the Prize given out after the completion of the Scavenger Hunt. You shall be notified of any changes to the Prize.

## **6. Contact**

6.1. General questions about the Scavenger Hunt or Game Terms should be addressed by contacting the customer support team at [marketing@jupitertheatre.org](mailto:marketing@jupitertheatre.org).

6.2. The average response time is not binding and may vary depending on the volume of requests which are made at any particular time.

## **7. Amendments**

Promoter reserves the right to change the rules, conditions and timing of events for the Scavenger Hunt at any given time before or during the event to the extent that it does not harm or impair the rights of the Participants.

## **8. Governing Law and Jurisdiction**

8.1. These Game Terms shall be governed by and construed in accordance with the laws of the State of Florida.

8.2. Any dispute arising out of or in connection with the Scavenger Hunt or these Game Terms shall be subject to the non-exclusive jurisdiction of the courts of Palm Beach County. In the event of any conflict or inconsistency between these terms and conditions and any other communication or advertising relating to the promotion, these terms and conditions shall prevail.

## **9. Severability**

Should any provision of these Game Terms be held invalid or unenforceable by a tribunal of competent jurisdiction for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Game Terms, and the application of that provision shall be enforced to the extent permitted by law. Any failure by the Promoter to enforce the Game Terms or any provision hereof shall not waive the Promoter's right to do so. As used in these Game Terms, the words "include" and "including", and variations thereof, will be deemed to be followed by the words "without limitation."

## **10. Photo Release**

Participant understands that the Promoter will receive a copy of the photos and videos submitted and uploaded to social media accounts during the Scavenger Hunt. Participant consents to the use of all photographs or videos for use online, in print, or to be provided to the media. Participant hereby releases the Promoter from liability for any claims by the Participant or any third party in connection with participation in the Scavenger Hunt.

## **11. Data Protection and Publicity**

The Promoter, identified with @maltzjupitertheatre on Instagram and @Maltz Jupiter Theatre on Facebook, is responsible for processing Participant data. The data provided in the Scavenger Hunt will not be passed to any third party and will be treated and stored with the utmost respect and data security.

By participating in the Scavenger Hunt, Participant grants permission to the Promoter to process their personal data for the purposes of administering the Scavenger Hunt, including contacting the Participant and verifying their eligibility. Participant also agrees to allow the Promoter to use their name, likeness, photograph, and any statements they make about the Scavenger Hunt in any promotional or advertising materials related to the Scavenger Hunt, without compensation or notice. However, the Promoter will only process personal data in accordance with applicable data protection laws, including

obtaining any necessary consents and providing the Participant with any required notices or rights. Participant may have the right to request access to, rectification, or erasure of their personal data or to restrict or object to its processing. Any personal information collected from the Participant in the Scavenger Hunt will be used in accordance with the promoter's privacy policy.

The Participant is hereby informed that their personal information will be treated and used with the following objectives: Submitted photos may be reposted on the Promoter's Instagram and Facebook stories or main page. The name and photo of the Winner will be posted on December 23, 2024.