

Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. **ELIGIBILITY:** Thee and The Illharmonics Win Before You Can Buy Giveaway (“Sweepstakes”) is sponsored by War Memorial Benefit Corporation (“Sponsor”). The Sweepstakes is open to all legal residents of Florida who are at least 18 years old (“Eligible Person”). Employees and officers of Sponsor and Sponsor’s parent companies, subsidiaries, affiliates, and related entities, advertising agencies, authorized dealers, promotional suppliers, prize providers, (each of the aforementioned entities collectively, with Sponsor, the “Sweepstakes Entities”), and the immediate family members (spouses, parents, children and siblings and their spouses) or members of the same household (whether related or not) of such individuals are not eligible to enter or win. Void where prohibited.

2. **HOW TO ENTER:** Each Eligible Person is limited to (1) entry and may enter only by (i) using an Instagram account (the “Account”) to “like” the post to be distributed to promote the Sweepstakes on the official War Memorial Auditorium Instagram account (@ftlwarmemorial) (such post, the “Post”), (ii) using the same Account to “follow” the official War Memorial Auditorium Instagram account (@ftlwarmemorial), and (iii) using the same Account to share the Post as an Instagram story on such Account. However, one (1) additional entry per Eligible Person will be accepted when the Account tags another account on the Post.

The Sweepstakes shall commence on October 28, 2025, and the deadline for the Marketing Department to receive all digital entries for the Sweepstakes is October 30, 2025, at 11:59 PM Eastern Standard Time (“Sweepstakes Time Period”). No entries will be accepted after such time.

3. **PRIZE AND ODDS:** Following the conclusion of the Sweepstakes Time Period, Sponsor shall select one (1) Eligible Person (“Winner”) from a random drawing of all eligible entries received during the Sweepstakes Time Period to receive two (2) tickets to Thee Phantom & The Illharmonics concert to take place at the entertainment facility currently known as War Memorial Auditorium on March 7, 2026, for exact seats to be determined by Sponsor in its sole discretion (“Prize”). The fair market value of the Prize is approximately \$130.00. Odds of winning depend on the number of eligible entries received during the Sweepstakes Time Period.

4. **WINNER SELECTION AND NOTIFICATION:** Winner shall be reached on or after October 31, 2025, by the @ftlwarmemorial Instagram account via direct message and will be tagged in the comment section of the Post. Instructions for receiving the Prize will be sent to the Winner via the Instagram account supplied on entry. Each entrant is responsible for monitoring his/her Instagram account for prize notification and receipt or other communications related to this Sweepstakes. If Winner cannot be reached by the Sponsor within one (1) day or if the Prize is returned as undeliverable, Winner shall forfeit the Prize and such Prize will be awarded to an alternate winner, who will be selected from a random drawing of all remaining eligible entries. Upon the request of the Sponsor, Winner may be required to return an Affidavit of Eligibility, Release and Prize Acceptance Form, IRS W-9 form, a liability release, and (where legal) a publicity release, all of which must be returned within the time period specified within such materials. Should the potential

winner fail to comply with any such requirements, that potential winner may be disqualified by Sponsor, in Sponsor's sole discretion, and Sponsor may then select an alternate winner.

5. **GENERAL TERMS AND CONDITIONS:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sweepstakes Entities in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules. Any and all disputes, claims and causes of action arising out of or in connection with this Sweepstakes or any prize awarded shall be resolved exclusively in the appropriate federal or state court located in Broward County, Florida, and entrants hereby consent and submit to the personal jurisdiction of such courts.

Prize will only be awarded and delivered to addresses within the State of Florida. Except as determined by the Sponsor in its sole discretion, no substitution of Prize is offered, no transfer of Prize to a third party is permitted, and Prize may not be redeemed for cash value. Winner will be solely responsible for all applicable federal, state and local taxes arising in connection with the Prize. All other expenses on the receipt and use of Prize not specifically mentioned herein are solely the responsibility of the Winner. Any portion of Prize not accepted by Winner will be awarded to a substitute winner in accordance with Section 4 above. In no event will Sponsor be liable to award more than the number of prizes stated in these Official Rules.

6. **ACCEPTABLE CONDUCT:** By entering this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. **CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

7. **LIMITATIONS OF LIABILITY:** Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate registration or entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet, the Application (if applicable), or any combination thereof; or (e) any injury or damage to participant's or to any other person's computer or cell phone which may be related to or resulting from any attempt to participate in the Sweepstakes or download any materials in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity, or proper conduct of this

Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes in whole or in part. In the event of cancellation, a random drawing will be conducted to award the Prize from all eligible entries received prior to cancellation.

8. RELEASES: All entrants, as a condition of entry into the Sweepstakes, agree to release the Sweepstakes Entities from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: accessing the internet; submitting an entry or otherwise participating in any aspect of the Sweepstakes; the receipt, ownership or use of the Prize awarded; preparing for, participating in, attending or traveling to and/or from any prize-related activity; or any typographical or other error in these Official Rules or the announcement or offering of any prize. The Winner shall bear all risk of loss or damage to their Prize after it has been delivered. The Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of the Prize.

By accepting the Prize, Winner agrees for him or herself and for his or her heirs, executors, and administrators to release, indemnify and hold harmless the Sweepstakes Entities, and each of their respective equity holders, successors, owners, general and limited partners, officers, shareholders, members, directors, employees, agents, and representatives from and against any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury, and/or death, arising out of (i) participating in this Sweepstakes, (ii) the acceptance, possession, use or misuse of the Prize, (iii) preparing for, participating in and/or traveling to or from any Prize-related activity, (iv) claims based on rights of publicity, rights of privacy, or defamation, or (v) Prize delivery.

9. PUBLICITY: By participating, all entrants agree to allow the Sweepstakes Entities to use their name, likeness, and entry for promotional purposes without further compensation, unless prohibited by law.

10. USE OF INFORMATION: Personally identifiable information that is submitted by entrants, as part of this Sweepstakes will be solely used to administer the Sweepstakes, select the Winner, and fulfill the Prize, unless the entrant actively opts in to receive marketing communications.