

## OFFICIAL GIVEAWAY RULES

### **NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- 1. Eligibility.** This giveaway is open only to legal residents of the 50 United States and the District of Columbia who are at least 18 years old at the time of entry. Employees of Pittsburgh Opera Inc., its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, and their immediate family members (spouse, parents, siblings, and children) and household members of each employee are not eligible. The giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.
- 2. Sponsor.** The giveaway is sponsored by Pittsburgh Opera Inc., located at 2425 Liberty Avenue, Pittsburgh, Pennsylvania 15222.
- 3. Agreement to Official Rules.** Participation in the giveaway constitutes entrant's full and unconditional agreement to, and acceptance of, these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth in these Official Rules.
- 4. Giveaway Period.** The giveaway begins on March 26, 2025, at 3 P.M. ET and ends on March 27, 2025, at 5 P.M. ET (the "Giveaway Period"). Entries that are submitted before or after the Giveaway Period will be disqualified. Submissions will be accepted for the duration of the Giveaway Period.
- 5. How to Enter.** To enter the giveaway, participants must follow @pennsylvaniajunkie or @madeinpgh and @pittsburghopera on Instagram, like the Giveaway post made by either @pennsylvaniajunkie or @madeinpgh, and tag someone you want to share this experience with in the comments section to the applicable post. Limit one entry per person for the duration of the Giveaway Period. Entries received from any person in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.
- 6. Prize Drawing.** On or about March 27, 2025, (@pennsylvaniajunkie and @madeinpgh) will work together to select one potential winner in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received.
- 7. Winner Notification.** Depending on which Giveaway post the potential winner likes and comments on, either @pennsylvaniajunkie or @madeinpgh will attempt to notify the potential winner via direct message on Instagram on or about March 27, 2025. If the potential winner cannot be contacted within 24 hours after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries. Each potential winner will be required to provide full name, address, email and phone number within twenty-four hours of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted within the required time period, or prize is returned as undeliverable, potential winner forfeits the prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian who will be required to fulfill any other requirements imposed on winner set forth in these Official Rules. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. If a potential winner is disqualified for any reason, then Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three alternate drawings will be held, after which the prize will remain un-awarded.
- 8. Prizes.** One winner will receive two tickets to the Pittsburgh Opera's performance of Madama Butterfly on March 28, 2025 or March 30, 2025. Approximate Retail Value: between \$36 and \$150 (at the

discretion of Sponsor). No cash or other prize substitution permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, will be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winner is permitted. Acceptance of prize constitutes permission for Sponsor to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

- 9. Exclusions.** Unless otherwise specified, the prize does not include travel, accommodations, meals, ground transportation, or any other expenses not explicitly mentioned. Winner is solely responsible for any and all costs associated with the acceptance and use of the prize, including but not limited to travel, lodging, meals, taxes, gratuities, and any additional expenses. Travel arrangements and accommodations, if necessary, are the responsibility of the winner and are not included as part of the prize.
- 10. General Conditions.** If the operation, security, or administration of the giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the giveaway is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either: (a) suspend the giveaway to address the impairment and then resume the giveaway in a manner that best conforms to the spirit of these Official Rules; or (b) terminate the giveaway and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the platform or undermine the legitimate operation of the giveaway may be a violation of criminal and civil law, and should an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees), and any other remedies from any person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules will not constitute a waiver of that provision.
- 11. Release and Limitations of Liability.** By participating in the giveaway, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the giveaway, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "**Released Parties**") from and against any claim or cause of action arising out of participation in the giveaway or receipt or use of the prize (including any travel or activity related to the prize), including, but not limited to: (a) any technical errors associated with the giveaway, including lost, interrupted or unavailable Internet Service Provider ("**ISP**"), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the giveaway; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads; (e) any other errors or problems in connection with the giveaway, including, without limitation, errors that may occur in the administration of the giveaway, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any giveaway-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the giveaway or acceptance, receipt, or misuse of the prize (including any travel or activity related to the prize). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the giveaway, and in no event will the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the giveaway. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

- 12. Disputes.** Except where prohibited, each entrant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the giveaway or any prize awarded will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Pennsylvania. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the giveaway, will be governed by, and construed in accordance with, the laws of Pennsylvania, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Pennsylvania.
- 13. Privacy.** Information collected from entrants is subject to Sponsor's privacy policy.
- 14. Winner List.** To request the name of the winner, send a self-addressed, stamped envelope to Pittsburgh Opera Inc., 2425 Liberty Avenue, Pittsburgh, Pennsylvania 15222. Winner list requests will only be accepted after the promotion end date (listed above). To request the winner list, an email can also be sent to [ccox@pittsburghopera.com](mailto:ccox@pittsburghopera.com)
- 15. Social Media Platform Rules.** This promotion is in no way sponsored, endorsed, or administered by, or associated with Instagram. You understand that you are providing your information to the Sponsor and not to Instagram. By participating via the Instagram platform, participants are also subject to Instagram's data policy and terms of use, which can be found at <https://help.instagram.com/termsofuse> and <https://privacycenter.instagram.com/policy>.
- 16. Sponsor.** Pittsburgh Opera Inc., 2425 Liberty Avenue, Pittsburgh, Pennsylvania 15222, [ccox@pittsburghopera.com](mailto:ccox@pittsburghopera.com); 412-281-0912.