

Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility

Sweepstakes is open only to legal residents of the fifty (50) United States (including District of Columbia) who are thirteen (13) years or older at the time of entry. Void in Guam, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions and where prohibited by law. If you are a minor, meaning that you are under the age of majority in your jurisdiction (currently 18 or 19 in most U.S. states), you must obtain permission from your parent or legal guardian, and your parent or legal guardian must consent to these Rules as if he or she were an entrant, before you submit an entry. Sponsor reserves the right to require minors to submit proof of parental/guardian permission and consent to these Rules at any time, without which they may be immediately disqualified from the Contest. No purchase is necessary to enter the Contest. Employees of HOW TO SUCCEED..., Serino Coyne, LLC or any of its respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. 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 a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor

HOW TO SUCCEED Broadway, 1650 Broadway # 800, New York, New York, 10019.

3. Timing

The Sweepstakes begins on January 17, 2012 at 9:00 a.m. Eastern Time ("ET") and ends on January 29, 2012 at 11:59pm ET (the "Sweepstakes Period"). Sponsor is the official time keeper for this Sweepstakes.

4. How to Enter

During the Sweepstakes Period, go to <http://www.HowToSucceedBroadway.com/givenik> and enter your full name and valid email address. Participants must enter their first name, last name and valid email address into the entry form provided therein. Limit one entry per person, per email. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's plays and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player.

5. Winner Selection

On or about January 30, 2012, Sponsor or an independent judging agency will select one (1) entry for the prize described below in Section 8 in a random drawing of all valid entries received. The entrant will be contacted using the email address and/or phone number provided with the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules.) Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of potential winner is final and binding in all matters related to the Sweepstakes. Winners will be notified by email on or about January 30, 2012. Failure to respond to the initial verification e-mail within three (3) days of notification or return of e-mail notification as undeliverable after three (3) attempts will result in disqualification. Odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Period.

6. POTENTIAL SWEEPSTAKES WINNER IS SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

7. Verification of Potential Winner

The sweepstakes winners will be required to sign and return to Sponsor, within two (2) days of the date notice is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize if applicable. If a potential winner of any prize cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a sweepstakes prize is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

8. Grand Prize

One (1) grand prize winners will receive the following prize package: (1) Two passes to the Kids Night on Broadway pre-theater event on Tuesday, February 7 at 3:00PM; (2) Two tickets to see Nick Jonas in HOW TO SUCCEED IN BUSINESS WITHOUT REALLY TRYING at 7PM on Tuesday, February 7 at 7PM. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Winner is responsible for all transportation and housing. Prize Value: \$270.

9. Entry Conditions and Release

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and/or the Sweepstakes judges which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sponsor and HOW TO SUCCEED BROADWAY LLC and each of their respective parents, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes and Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes and Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to an entrant's participation in the Sweepstakes and Sweepstakes and/or entrant's acceptance, use or misuse of prize.

10. Publicity

Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Participants also agree to receive promotional materials from HOW TO SUCCEED... and Givenik email list, which participant can unsubscribe from at any time.

11. General Conditions

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. 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 Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability

The Released Parties as set forth in Paragraph 9 are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human

intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes play, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

13. Disputes

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New York State Court located in New York County, New York; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

14. Sweepstakes Results

For Sweepstakes results send a hand-printed, self-addressed, stamped envelope to Winners List – Sweepstakes, c/o Serino Coyne, 1515 Broadway, Floor 36, New York, New York 10036. Requests for the winner list must be received by February 15, 2012.