

**“WICKED ZIP AROUND THE WORLD” INSTANT WIN GAME
OFFICIAL RULES**

1. NO PURCHASE OR ZIPCAR RESERVATION/MEMBERSHIP IS NECESSARY TO ENTER OR WIN.

A PURCHASE OR ZIPCAR RESERVATION/MEMBERSHIP WILL NOT IMPROVE YOUR CHANCES OF WINNING.

The “WICKED ZIP AROUND THE WORLD” INSTANT WIN GAME consisting of an instant win game (the “Game”) and a possible second chance sweepstakes (“Second Chance Sweepstakes”) as detailed below, begins on June 27, 2009. The Sponsor of this Game and Second Chance Sweepstakes is WICKED LLC (“Wicked”), c/o 321 Theatrical Management, 321 West 44th Street, Suite 801, New York, NY 10036 (the “Sponsor”).

2. ELIGIBILITY: This Game is open only to legal residents of the United States, residing in one of the following Northern California counties: Alameda, Contra Costa, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, Santa Clara and Sonoma (“Eligibility Area”), twenty-one (21) years of age or older as of entry date who possess a valid California automobile motor vehicle operator’s license in good standing at the time of participation in the Game and prize award (as determined by Sponsor in its sole discretion). The Game and Second Chance Sweepstakes are void outside the Eligibility Area and where prohibited by law. Directors, officers and employees of Sponsor, Zipcar, Inc., West Coast Marketing, a division of The Susquehanna Hat Company (“West Coast Marketing”), Serino Coyne, Inc., and each of their respective affiliates, subsidiaries, parents and related companies, distributors and advertising and promotional agencies (collectively, the “Promotion Parties”) and the immediate family and household members of such directors, officers and employees are not eligible to win. The Grand Prize winner’s travel companion is required to be eight (8) years of age or older at the time of Grand Prize winner notification. If the travel companion is a minor in the jurisdiction in which they reside, they must be the child or ward of the Grand Prize winner.

3. HOW TO PLAY: There are two (2) ways to play the Game; with qualified Zipcar reservation in San Francisco, CA or by mail as follows:

HOW TO PLAY WITH QUALIFIED ZIPCAR RESERVATION: You may play the Game beginning on June 27, 2009 when you reserve a Zipcar in San Francisco, CA and (while supplies last), find a “WICKED ZIP AROUND THE WORLD” INSTANT WIN GAME PIECE in an envelope (“Game Piece Envelope”) placed in your reserved Zipcar glove compartment. If you open the Game Piece Envelope and it reveals a game piece that has “CONGRATULATIONS!” printed on it, you are a potential prize winner of the prize indicated (subject to verification of valid game piece and compliance with these Official Rules). To claim your prize, see paragraph #5 below. Game ends at participating Zipcar locations on September 30, 2009. For complete details on how to reserve a Zipcar in San Francisco, CA, log on to zipcar.com and follow the directions for joining and reserving.

HOW TO PLAY BY MAIL WITHOUT QUALIFIED ZIPCAR RESERVATION: To play the Game without a Zipcar reservation (while supplies last), send a request with your hand

printed name, address, age and telephone number on a postcard to: "WICKED ZIP AROUND THE WORLD" INSTANT WIN GAME - FREE GAME PLAY, c/o WEST COAST MARKETING, 22287 Mulholland Hwy, #396, Calabasas, CA 91302 ("Game Play Request"). All Game Play Requests must be received no later than October 6, 2009 to be valid. Limit one (1) free Game Play Request per person per day. Upon receipt of a valid Game Play Request (while supplies last), West Coast Marketing, the independent judging organization ("judges") will break the seal of a Game Piece Envelope to see if there is a winning game piece inside. No mechanically reproduced or photocopied requests will be accepted. All Game Play Requests become property of Sponsor and will not be acknowledged or returned. Only winners will be notified as detailed in paragraph #12 below and winners will be required to claim their prize per the instructions in paragraph #5 below.

4. PRIZES:

<u>GAME PIECE PRIZE MESSAGE</u>	<u>PRIZE DESCRIPTION</u>	<u>NUMBER AVAILABLE</u>	<u>ODDS</u>	<u>ESTIMATED RETAIL VALUE</u>
"CONGRATULATIONS! You have won a pair of tickets to see WICKED in San Francisco, New York and London plus airfare and accommodations."	The one (1) GRAND PRIZE consists of: - a trip for two (2) to New York and London as detailed below plus a \$200 Zipcar gift card.*	1	1:2,000	\$5,500.00
"CONGRATULATIONS! You have won a pair of tickets to see WICKED in San Francisco, CA plus a Backstage tour."	A pair of tickets to see WICKED in San Francisco, CA plus a backstage tour of the theatre**	2	1:2,000	\$298 each
"CONGRATULATIONS! You have won a pair of tickets to see WICKED in San Francisco, CA."	A pair of tickets to see WICKED in San Francisco, CA**	25	1:80	\$198 each

"CONGRATULATIONS! You have won a WICKED T-shirt."	One (1) WICKED San Francisco T-shirt (size awarded at sole discretion of Sponsor)	50	1:40	\$35.00 each
"CONGRATULATIONS! You have won a WICKED CD."	One (1) WICKED CD	100	1:20	\$28.00 each
"CONGRATULATIONS! You have won a WICKED hat."	One (1) WICKED hat	50	1:40	\$20.00 each
"CONGRATULATIONS! You have won a WICKED key chain."	One (1) WICKED key chain	500	1:4	\$8.00 each

*The Grand Prize shall consist of a single trip for two (2) people (winner and one (1) guest) to see the stage play WICKED in New York, NY and London, England, (each a "Destination City") plus San Francisco, CA (all WICKED tickets are on dates to be determined by Sponsor or its designee) including coach airfare (on airline carrier(s) selected by Sponsor or its designee) origination from the major US gateway airport closest to the winner's residence as determined by Sponsor or its designee and continuing between the Destination Cities, two (2) consecutive nights accommodations at a hotel as selected by Sponsor (standard accommodations, one (1) room, double occupancy, room rate and tax only) in each of the Destination Cities and two (2) tickets to WICKED in each Destination City plus two (2) tickets to WICKED in San Francisco, CA. Sponsor or its designee shall determine the specific itinerary for all Grand Prize travel.

NOTE: all meals, excursions, ground transfers, gratuities, phone, hotel incidental charges and fax calls and any other expenses not specified herein are the sole responsibility of the winner and his/her travel companion. Specific theater ticket performances and seating is at the sole discretion of the Sponsor. Travel is subject to the following restrictions: Winner must be able to travel during the dates necessary to participate in the Grand Prize travel as specified by Sponsor or its designee or prize will be forfeited in its entirety and an alternate may be selected at Sponsor's sole discretion. All travel must be completed by 3/1/10. Restrictions and holiday blackout dates apply. All travel is subject to airline, hotel and theatre ticket restrictions and availability. All travel arrangements must be made through a travel agent or other designee selected by Sponsor and specifics of all elements of the Grand Prize travel shall be determined at the sole discretion of Sponsor or its designee. Grand Prize Winner and travel companion are required to travel on identical itineraries and all air travel must originate from and return to the same city. Once travel commences, no stopovers are permitted (except at Sponsor's discretion); if stopover occurs, full fare will be charged from stopover point for the remaining segments, including return, of the trip. Grand Prize winner and his or her travel companion will be required to provide valid U.S. passport at time of travel to London, England. Travel will not be eligible for frequent flyer points or miles. Grand Prize Winner and his or her travel guest are

solely responsible for determining and obtaining all necessary travel documents and other travel requirements. No changes will be made to travel details once any portion of travel arrangements have been made, except at Sponsor's sole discretion. Releasees (as defined below) are not responsible for changes in schedule of any element of the Grand Prize. In the event of any cancellation of any portion of the Grand Prize, no additional prize will be awarded, except at sole discretion of Sponsor. Releasees (as defined below) are not liable for any expenses incurred as a consequence of flight cancellation/delay. Sponsor will not replace any lost or stolen tickets, travel vouchers or certificates. All taxes/fees and expenses in conjunction with air tickets are the responsibility of the winner, including all necessary government documentation. A minor will not be allowed to participate in any portion of the Grand Prize travel without being accompanied by their Grand Prize named winning parent or legal guardian.

** Specific theater ticket performances and seating is at the sole discretion of the Sponsor.

Overall odds of receiving any winning game piece are 1:3. You are not a winner of a prize until your game piece has been timely received and verified/validated by the judges of this Game and you have complied with these Official Rules. The total approximate retail value of all prizes is \$20,596.

5. REDEMPTION: TO CLAIM GRAND PRIZE ONLY: Sign your name across the potential Grand Prize winning game piece and attach to an 8.5" x 11" piece of paper on which you legibly handprint your name, street address, city, state and zip code, daytime telephone number and age and mail to: "WICKED ZIP AROUND THE WORLD" INSTANT WIN GAME, c/o WEST COAST MARKETING, 22287 Mulholland Hwy, #396, Calabasas, CA 91302. GRAND PRIZE CLAIM MUST BE RECEIVED NO LATER THAN OCTOBER 20, 2009. If the Grand Prize remains unclaimed as of October 20, 2009, it will be awarded in a Second Chance Sweepstakes as described below. SEE PARAGRAPH #6 BELOW FOR ADDITIONAL INSTRUCTIONS FOR MAILING IN THE GRAND PRIZE CLAIM.

TO CLAIM WICKED MERCHANDISE AND WICKED TICKET PRIZES ONLY: If you receive (either in a reserved Zipcar or by mail) a WICKED merchandise or WICKED ticket prize winning game piece, take the winning game piece you received to the Zipcar Office (San Francisco) at 191 2nd Street, San Francisco, CA 94105 (call 415.495.7478 for days and hours of operation). **All WICKED merchandise and WICKED ticket prize winning game pieces must be redeemed no later than October 20, 2009. Game pieces redeemed after this date will not be honored.**

UNCLAIMED WICKED MERCHANDISE AND WICKED TICKET PRIZES AS DETAILED ABOVE WILL NOT BE AWARDED IN THE SECOND CHANCE SWEEPSTAKES.

6. GRAND PRIZE CLAIM MAILING INSTRUCTIONS: It is recommended that a potential Grand prize winner send their potential Grand Prize winning game piece by Certified Mail, Return Receipt Requested. Proof of mailing does not constitute proof of delivery or receipt and proof of delivery does not constitute proof of a winning submission. Please retain a photocopy of the potential winning game piece for your records. No responsibility by Promotion Parties is assumed for lost, late, stolen, misdirected, postage-due, or

illegible mail or damaged, torn or separated mail due to improper packaging of game pieces.

7. SECOND CHANCE SWEEPSTAKES: If a valid Grand Prize claim is not received by October 20, 2009, the Grand Prize will be awarded in a Second Chance Sweepstakes random drawing to be conducted on or about October 21, 2009 by West Coast Marketing, whose decisions are final in all matters relating to this Sweepstakes. Odds of winning in the Second Chance Sweepstakes, if such a drawing is held, depend upon the total number of eligible entries received. The potential Second Chance Sweepstakes winner, if such a drawing is held, will be notified by telephone and/or mail. No photocopied or mechanically reproduced entries will be accepted.

HOW TO ENTER THE SECOND CHANCE SWEEPSTAKES BY MAIL: To enter the Second Chance Sweepstakes for a possible unclaimed Grand Prize, send a postcard, hand-printed with your name, street address, city, state, zip code, age and daytime telephone number to: "WICKED ZIP AROUND THE WORLD" INSTANT WIN GAME SECOND CHANCE SWEEPSTAKES, PO BOX 6041, Sherman Oaks, CA 91413. No photocopied or mechanically reproduced entries will be accepted. **EACH SECOND CHANCE SWEEPSTAKES ENTRY MUST BE MAILED SEPARATELY AND RECEIVED BY OCTOBER 20, 2009 TO BE ELIGIBLE.** Incomplete, illegible, corrupted, misdirected or late entries are void.

The Promotion Parties, and each of their respective affiliates, subsidiaries, parent corporations and advertising and promotional agencies, and all of their officers, directors, shareholders, employees and agents (collectively, "Releasees") are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; theft, tampering, destruction, or unauthorized access to, or alteration of entries; typographical, printing or other errors; and any prize claim, game play requests and/or entries which are late, lost, incomplete, misdirected, stolen, mutilated or illegible, postage due or any combination thereof.

Sponsor reserves the right to cancel or modify this Game if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the Grand Prize at random from among the eligible, non-suspect entries received for the Second Chance Sweepstakes. Proof of mailing a Game Play Request, prize claim or Second Chance Sweepstakes entry is not considered proof of delivery or receipt. Illegible and incomplete entries and requests and duplicate daily game play requests will be disqualified. All entries become property of Sponsor and will not be acknowledged or returned. False and/or deceptive entries or acts shall render entrants ineligible. By registering to play the Game or enter the Second Chance Sweepstakes, entrant affirms that they have read and accepted these Official Rules. **The laws of the State of California, United States apply to and govern this Game and any claims must be raised and resolved in Los Angeles County, California.** Any information collected by submitting a Game Play Request, redeeming a game piece, or entering the Second Chance Sweepstakes shall be used only in a manner consistent with these Official Rules and with the Wicked California, LP Web Site Privacy and Usage Policy, which can be found at <http://www.wickedthemusical.com/privacy.html>. Any information collected by Zipcar, Inc.

at their website will be subject to the Zipcar, Inc. privacy policy at <http://www.zipcar.com/site/privacy>.

8. GENERAL CONDITIONS: No substitution of a prize is offered, no transfer of a prize to a third party is permitted and a prize may not be redeemed for cash value, except by Sponsor or its designee, who reserves the right in its sole discretion to substitute prize for prize of comparable or greater value. Releasees assume no liability or responsibility in connection with the safety or performance of a prize awarded hereunder nor in connection with any warranty or representation therewith. Void wherever prohibited or restricted by law. All Federal, state and local taxes, if any, are the sole responsibility of the prize recipient. No groups, clubs or organizations may participate in this offer or reproduce or distribute any portion of these official rules to its members. The submission of a potential winning game piece is the sole responsibility of the participant who assumes all risk of loss, damage, destruction, delay and misdirection of the game piece. All persons, by participating in this Game and/or by entering the Second Chance Sweepstakes and/or by submitting a prize claim, agree to be bound by these Official Rules and the decisions of the Sponsor and judges which shall be final and binding.

9. LIMITATIONS ON LIABILITY: Releasees shall not be liable to winner or any other person for failure to supply a prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Releasees' sole control. Releasees shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), hotel(s), or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Releasees shall not be liable for any loss or damage to baggage. By participating in this Game, you agree to waive any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in your favor against any Releasee for any special, indirect, consequential, incidental or punitive damages in respect of any claim under any theory of liability arising out of or related to the Sweepstakes or your participation therein.

10. VERIFICATION: All game pieces submitted for possible redemption become the property of Sponsor and will not be returned. All game pieces are subject to verification at the sole discretion of Sponsor and anti-fraud detection devices may be used to verify winners. Game piece will be void if it fails to pass anti-fraud detection measures or if found to be photocopied, reproduced, altered, forged, defaced, tampered with, mutilated, stolen, unissued, unauthorized or illegible in any way, or if it fails to contain special markings and/or security codes used by Sponsor in this promotion. Game pieces will also be void if defective or if they contain printing or other mechanical errors or are printed or produced in error. Releasees will not be responsible for printing or other errors. No prize will be awarded to the holder of any game piece which is determined to be void or otherwise ineligible and Sponsor shall have no further obligation or liability in respect thereof except to replace the void game piece with another randomly selected game play

by the judges, if appropriate upon request. No more than the stated number of prizes herein will be awarded, and if, due to printing, seeding or other errors, there are more prize claims received than the number of prizes offered, only the total number of prizes listed shall be awarded via a random drawing from among all eligible, non-suspect prize claims submitted. Only specially marked "WICKED ZIP AROUND THE WORLD" INSTANT WIN GAME game pieces will be accepted and may not be combined with those from any other game.

11. TERMINATION: Promotion ends on October 20, 2009.

12. RELEASES: Once the potentially winning Grand Prize game piece has been received and verified, potential Grand Prize winner will be notified by mail, telephone and/or overnight delivery and will be required to complete, execute and return a notarized affidavit of eligibility and liability/publicity release, confidentiality form and completed W-9 form within ten (10) days of issuance before prize will be awarded. The Grand Prize winner's travel companion (or Grand Prize winner if travel companion is the minor child or ward of the Grand Prize winner) will also be required to complete, execute and return a notarized release of liability/publicity release within this same deadline. In the event the affidavit/release documents are not returned within ten (10) days, Grand Prize may be forfeited. Grand Prize may also be forfeited if potential winner is not reachable at the address and/or phone number provided by potential winner and a forwarding address is not made available. In the event of forfeiture of the Grand Prize by a potential winner, for any reason, an alternate winner may (at Sponsor's sole discretion), be selected in the Second Chance Sweepstakes drawing from among all eligible second chance entries received. Once a prospective Grand Prize winner has correctly completed and returned the required executed documents as detailed above, they shall be declared the Official Grand Prize Winner of the Sweepstakes.

WICKED merchandise and WICKED ticket prize winners who submitted a winning Game Play Request will be notified within five (5) days of the receipt of Game Play Request with the delivery of their winning Game Piece via mail or other delivery service selected at the sole discretion of the Sponsor or its designee. Such winners will be required to claim their prize as detailed in paragraph #5 above. If Grand Prize winner submitted a winning Game Play Request, he or she will be notified within five (5) days of the receipt of Game Play Request by telephone and/or email and will be required to complete and return the affidavit/release documents as detailed above.

By participating, all entrants agree to release the Releasees from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons (including death) and property which may be sustained in connection with the receipt, ownership or use or misuse of the prize or parts thereof (including any travel related hereto) or while traveling to or from, preparing for and/or participating in any prize-related activity. Winner acknowledges that the aforementioned entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize, including but not limited to its quality, merchantability, mechanical condition or fitness, except for any express manufacturer's or service provider's warranty as may be included in the purchase agreement. Except where prohibited by law, by acceptance of prize, winner and (if applicable) travel companion consent to the use of his/her name, voice, statements,

picture or other likeness without compensation for advertising and promotional purposes by Sponsor and its designee as determined by Sponsor, without further approval or compensation in any and all media.

13. WINNERS LIST OR OFFICIAL RULES: For the name of the prize winners of a prize valued at \$25 or greater, (available after November 30, 2009) or a copy of these official rules, send a self-addressed, stamped envelope to: "WICKED ZIP AROUND THE WORLD" INSTANT WIN GAME – WINNERS LIST <OR> OFFICIAL RULES REQUEST (PLEASE SPECIFY WHICH), PO Box 56436, Sherman Oaks, CA 91413, to be received by December 31, 2009. Official Rules are also available until October 15, 2009 at the web site at www.zipcar.com/wicked.

© 2009 WICKED LLC. All rights reserved.