

OFFICIAL RULES

1. **Sponsor.** Marcus Hotels, Inc., a Wisconsin corporation, having an address of 100 East Wisconsin Avenue, Suite 1950, Milwaukee, Wisconsin 53202 (“Sponsor”).
2. **Eligibility.** The Milwaukee’s Favorite Cookie Contest (the “Contest”) is open only to legal residents of the fifty (50) United States and the District of Columbia, excluding the State of Colorado (the “Eligibility Area”) who are eighteen years of age or older at the time of entry. Employees of Sponsor and its parent and affiliated companies, including, without limitation, The Marcus Corporation and Marcus Theatres Corporation, and employees of any advertising and promotional agencies affiliated with those companies, and the immediate family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term “immediate family members” includes spouses, parents, grandparents, siblings, children and grandchildren. Entries must be received by the end of the Entry Period. Any entries received after the end of the Entry Period will be disregarded and not included in the Contest. Void outside of the Eligibility Area and where prohibited or restricted by law. The Contest is subject to all federal, state and local laws and regulations and is void in Colorado and where prohibited by law. 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 Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein.
3. **Entry Period.** The Entry Period begins at 12:00 a.m. Central Standard Time (“CST”) on November 29, 2011 and ends at 11:59 p.m. CST on December 18, 2011 (the “Entry Period”). Sponsor’s computer is the official time-keeping device for the Contest.
4. **How to Enter.** During the Entry Period, submit your best original cookie recipe (a “Recipe”). You may submit a Recipe either online by visiting www.marcusrestaurants.com/cookie and completing all required registration information including your Recipe, or by mailing your Recipe along with your name, address and phone number to: Marcus Hotels & Resorts, Attn: Meghan Deutsch, 100 East Wisconsin Avenue, Suite 1900, Milwaukee, Wisconsin 53202. The person submitting the Recipe will be deemed the entrant (the “Entrant”). By entering the Contest and submitting a Recipe you understand that the Recipe will become the sole property of Sponsor and will not be returned and that the Recipe may, in Sponsor’s sole discretion, be displayed in any medium Sponsor chooses. In the event of a dispute as to the identity of the Entrant, the Entrant will be deemed the name appearing on Recipe entry. All Recipes must be submitted by 11:59 p.m. CST on December 18, 2011. Limit one Recipe per Entrant. If more than one Recipe is submitted by an Entrant, only the first Recipe received by Sponsor will be included in the Contest and all others will be disqualified.
5. **Entry Requirements; Cost to Enter.** All entrants must meet the eligibility requirements listed in paragraph 2 above. Any Recipe or portion thereof that is, in the Sponsor’s sole discretion, obscene, profane, lewd, defamatory, contains any third party materials, or otherwise violates or infringes (or may infringe) any right of publicity/privacy, copyright, trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable or not in keeping with Sponsor’s image, will not be considered and may disqualify the Entrant. Entrants may not copy or otherwise plagiarize their Recipe from any source. Sponsor has the sole discretion to determine whether an entry qualifies as a Recipe. The Recipe must be the sole, original work of the Entrant. The Recipe once submitted is the property of the Sponsor and will not be acknowledged or returned. Entrant acknowledges and agrees that its Recipe becomes the property of the Sponsor upon submittal, and therefore Sponsor may edit, adapt, modify, reproduce, promote and otherwise use the Recipe in any way it sees fit, including without limitation, posting it online and/or displaying it at any of its hotels or restaurants. Any person submitting a Recipe must either, at the time the Recipe is submitted, be eighteen years of age or older and Sponsor may require such person to sign and submit an Affidavit of Eligibility

and Release form, or, if a person submitting a Recipe is not eighteen years of age or older, Sponsor may require the parents or legal guardians of such person to sign and submit an Affidavit of Eligibility and Release form. If Sponsor does not receive an Affidavit of Eligibility and Release form from an entrant, Sponsor reserves the right, in its sole discretion, to disqualify the Recipe. Any Recipe not in strict compliance with the above will be disqualified. By entering, you agree to waive any rights you may have to the Recipe submitted. There is no fee required to enter the Contest. If a Recipe is submitted online, normal Internet access and usage charges imposed by Entrant's online service will apply and if a Recipe is submitted via postal mail, normal postage charges imposed by the mail carrier service will apply.

6. **Judging.** Sponsor will select one winning Recipe. Sponsor has designated the pastry chef at the Mason Street Grill restaurant to select the winner. The pastry chef will judge based on the following criteria (weighted on an equal basis): 1) overall impression, 2) uniqueness 3) creativity and 4) consumer appeal. The winner will be notified by Sponsor by 5:00 p.m. CST on December 21, 2011.
7. **Prizes and Verifiable Retail Value.** The winner will receive a one (1) night stay at winner's choice of The Pfister Hotel, the Milwaukee Hilton City Center Hotel or the InterContinental Milwaukee Hotel along with dinner for two up to a maximum of \$150.00 at the restaurant located within the hotel that winner chooses to stay in (verifiable retail value: \$450.00) (the "Prize"). There is no substitution for the Prize and the prize is not transferable or redeemable for cash. Taxes related to the Prize are the sole responsibility of the Entrant. All other expenses and costs not expressly listed above are the Entrant's sole responsibility.
8. **Conditions Disclaimers and License:** By entering this Contest, each entrant agrees that: (1) he or she will abide by and be bound by these Official Rules; (2) the entry becomes solely the Sponsor's property and will not be acknowledged or returned; (3) neither Sponsor nor any of its affiliated companies or the advertising and promotional agencies affiliated with Sponsor or those affiliated companies, nor any of their officers, directors, employees, agents or representatives (collectively, Sponsor's "Affiliates") are responsible for claims, injuries, death, losses or damages of any kind resulting from Contest participation or inability to participate; the awarding, acceptance, use, misuse, possession, loss or misdirection of the prize or parts thereof; or participation in any prize related activity; (4) winner's acceptance of the prize constitutes the grant of an unconditional right to use winner's name, address (city and state only), voice, likeness, photograph, biographical and prize information and/or statements about the promotion for any publicity, advertising and promotional purposes, including the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including without limitation, the World Wide Web, without additional compensation or limitation, except where prohibited by law; (5) any portion of the prize not accepted by the winner will be forfeited; (6) Sponsor is not responsible for any inability of the winner to accept the prize for any reason; (7) in the event that any dispute arises regarding the meaning or interpretation of these Official Rules, the dispute shall be resolved by applying the laws of the State of Wisconsin by and within the courts of the State of Wisconsin; (8) by entering this Contest, all entrants agree that Sponsor has the sole right to decide all matters relating to the Contest, including fact, interpretation, eligibility, procedure, fulfillment, and disputes from the Contest and its determination of the qualifiers and winner is final. In the event a question arises regarding a winner's identity, entry will be deemed made by the holder of the email account associated with the entry. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, mechanically reproduced, postage due, misdirected, late, irregular in any way, or otherwise not in compliance with these Official Rules. Although Sponsor attempts to ensure the integrity of the Contest, neither Sponsor nor its Affiliates are responsible for the actions of entrants or other individuals in connection with the Contest, including attempts by entrants or other individuals to circumvent these Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. If, for any reason, the Contest is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect

the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Sponsor reserves the right in its sole and absolute discretion to modify these Official Rules, and/or to cancel, terminate, modify or suspend all or any part of the Contest, and in the event of cancellation or termination, to select winners from among all eligible non-suspect entries received up to the time of such cancellation, termination, modification, or suspension, as applicable. Inclusion in such pool of entries will be each entrant's sole and exclusive remedy under such circumstances. Proof of submitting entry will not be deemed receipt of such entry by Sponsor.

THE OFFICIAL RULES WILL BE POSTED AT www.marcusrestaurants.com/cookie THROUGHOUT THE ENTRY PERIOD. BY ENTERING AND PARTICIPATING IN THIS CONTEST, EACH ENTRANT REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED BY ENTRANT IN CONNECTION WITH THE CONTEST IS TRUE, ACCURATE AND COMPLETE. SPONSOR AND ITS AFFILIATES RESERVE THE RIGHT, AT ANY TIME AND AT THEIR SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS CONTEST OR ANY FUTURE CONTEST, OR OTHER PROMOTIONS OF THE SPONSOR AND/OR ITS AFFILIATES, ANY INDIVIDUAL SUSPECTED OF TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE CONTEST; ACTING IN VIOLATION OF THESE OFFICIAL RULES OR SPONSOR'S AND/OR ITS AFFILIATES TERMS OF SERVICE, PRIVACY POLICY OR OTHER TERMS, CONDITIONS OR GUIDELINES; ACTING IN BAD FAITH OR IN A DISRUPTIVE MANNER, OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN OR HARRASS ANY OTHER PERSON; HAVING FAILED TO AGREE TO THESE OFFICIAL RULES; OR VIOLATING OF THESE OFFICIAL RULES. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF THESE OFFICIAL RULES, AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD SPONSOR AND/OR ITS AFFILIATES BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE ENTRANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION, CRIMINAL PROSECUTION.

9. **Limitations on Liability:** Neither Sponsor nor its Affiliates shall be liable to winner or any other person for failure to supply the 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 Sponsor's or its Affiliates' sole control. Neither Sponsor nor its Affiliates shall 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. Neither Sponsor nor its Affiliates shall be liable for any loss or damage to baggage.

IN NO EVENT WILL THE SPONSOR AND/OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF ANY ACCESS TO AND/OR USE OF THE SPONSOR'S HOTELS, RESTAURANTS, HOTEL ROOMS OR SPAS, OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS, OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THE CONTEST, ALL PRIZES, AND ALL MATERIALS PROVIDED IN CONNECTION WITH THE CONTEST ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

- 10. RELEASE AND INDEMNIFICATION:** BY ENTERING THE CONTEST, ENTRANTS RELEASE AND HOLD THE SPONSOR AND CONTEST ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHT, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST OR PARTICIPATION IN ANY CONTEST RELATED ACTIVITY, INCLUDING WITHOUT LIMITATION, ACCESS TO ANY MATERIALS, OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.
- 11. MISCELLANEOUS:**
- A. **PRIVACY:** Information submitted in connection with the Contest will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at <http://www.thepfisterhotel.com/Terms-Policy/privacy-policy.asp>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of the Official Rules shall prevail. By entering this Contest, entrant agrees that Sponsor may share entrant's personal information with its Affiliates for the purpose of prize fulfillment in the event entrant is chosen as a potential winner. Additionally, if an entrant chooses to opt-in to a specific offer from a participating Affiliate, entrant's personal information will be subject to that Affiliate's privacy policy and terms of service (if applicable) and such entrant agrees to receive email communication from that Affiliate. Opting in to specific offers does not improve an entrant's chances of winning.
- B. **SEVERABILITY, HEADINGS:** If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.
- 12. Winner.** For the name of the winner(s), available after December 21, 2011, send a request for the winners' names along with a stamped, self-addressed envelope to Marcus Hotels & Resorts, Attn: Meghan Deutsch, 100 East Wisconsin Avenue, Suite 1950, Milwaukee, Wisconsin 53202.