

2017 Sweet Scoops Kiosk Game Rules

1. The **Promotion** is valid at the following two (2) participating properties: Suncoast and Sam's Town every Monday in July, beginning at 6:00 a.m. until 11:59 p.m.
2. Participants must be B Connected members. B Connected membership is free and available at the B Connected Club. Must be 21 years of age or more to be a B Connected member.
3. After earning ten (10), fifty (50) and one hundred (100) base slot points every Monday in July, participants will be eligible to swipe their B Connected card at any of the promotional kiosks and play the Sweet Scoops Ice Cream game to win a prize. Maximum three prizes each Monday in July. Prizes varied by property. Participants must earn the points at the property where they are redeeming the prize.
4. Slot points do not include point multipliers, bonus points, or point transfers. It is the player's responsibility to make sure his or her valid B Connected card is properly inserted in the specifically-marked, promotionally-valid slot machine to earn slot points.
5. Boyd reserves the right to determine that anyone who is deemed in the sole and absolute discretion of the Boyd management to be an "advantage player," to be ineligible to participate in the Promotion, or to have his/her ability to participate in the Promotion otherwise limited. Any such "advantage player" who is already a B Connected member prior to the commencement of the Promotion may be notified by Boyd prior to the commencement of the Promotion of any such ineligibility or limitation determination. Otherwise, any such "advantage player" will be notified by Boyd of any ineligibility or limitation determination as soon as possible after such determination is made. An "advantage player" is described as a skilled or knowledgeable player who will find legal ways to gain mathematical advantages while gambling.
6. Management reserves all rights.
7. No substitution or transfer of prizes by winners permitted.
8. Boyd is not responsible for (a) electronic transmission errors or delays resulting in an inability to participate or other loss, (b) theft or destruction of or unauthorized access to or alterations of entry materials, or for technical, hardware, software, or telephone failures of any kind, (c) lost or unavailable connections, fraud, incomplete, garbled, or delayed computer transmissions, whether caused by Boyd, users, or by any of the equipment or programming associated with or utilized in the **Promotion**, or by any technical or human error which may occur in the processing of submissions which may limit, restrict, or prevent a participant's ability to participate in the **Promotion**.
9. If, for any reason, the **Promotion** is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes within or beyond the control of Boyd which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this **Promotion**, Boyd reserves the right, in its sole discretion without notice, to cancel, terminate, modify, or suspend the **Promotion**.
10. Any attempt by any person to deliberately damage or manipulate any program or equipment to undermine the legitimate operation of this **Promotion** may be a violation of criminal and civil laws and, should such an attempt be made, Boyd reserves the right to seek recourse against any such person to the fullest extent of the law.
11. Any dispute or situation not covered by these rules shall be resolved by the property's management in a manner that is fair to all parties. Participants in this Promotion also hereby agree that all issues and questions concerning these Official Rules and the Promotion shall be governed by Nevada law without giving effect to any principles of conflicts of law of any jurisdiction. Disputes, claims and causes of action at law or in equity arising out of or relating to this Promotion or any prize awarded may be subject to the Dispute Resolution provisions of the Nevada Gaming Control Act and may be resolved pursuant to a regulatory decision set forth in NRS 463.361 *et seq.* Any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Promotion or any prize awarded that are not subject to the Dispute Resolution provisions of the Nevada Gaming Control Act and not resolved pursuant to a regulatory decision set forth in NRS 463.361 *et seq.*, shall be:
 - (A) Resolved individually, without resort to any form of class action; and
 - (B) Filed only in the state or federal courts situated in Clark County, Nevada state, and each participant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and under no circumstances will entrants be permitted to obtain awards for third parties, and each participant hereby waives all rights to claim punitive,

exemplary, incidental, special, 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.

12. By participating in the Promotion, each winner gives Boyd Gaming permission to take photographs of each winner and use his or her name and/or likeness for advertising and publicity purposes for no compensation. As a condition of the redemption of any prize in this Promotion, each winner further agrees to execute an affidavit of eligibility, a publicity release and a liability release, in the form provided by Boyd Gaming.
13. Employees of Boyd Gaming and immediate family members who are permitted to gamble may not be eligible for this **Promotion**. Employees of Boyd Gaming whose job functions restrict them from gaming at any Boyd Gaming property and its subsidiaries, affiliates, or parent companies are not eligible for this promotion. Immediate Family is defined as: mother, father, spouse, children, sister, brother, son-in-law, daughter-in-law, mother-in-law, father-in-law, step-parents, step-children, grandmother, grandfather, grandchildren, and any relative or other person residing in the employee's place of residence.