

2020 Saturday August Swipe & Win Rules

1. The **Promotion** is valid at the following participating Boyd Gaming properties: **Aliante, The Orleans, Gold Coast, Suncoast, Sam's Town, Cannery, Fremont and California**, on August 1, 8, 15, 22, & 29, 2020 from 7:00 a.m. to 11:59 p.m.
2. Participants must be a B Connected member two days prior to the start of the promotion. Membership is free and available at the B Connected Club. Must be 21 years of age or more to be a member.
3. Participants who have earned Twenty (20) Tier Credits beginning at 4:00 am may swipe at the kiosk from 7:00 a.m. to 11:59 p.m. to receive a prize voucher. Participants must swipe for their prize by 11:59 p.m. on the day the Tier Credits were earned at the property where it was earned.
4. Invited Guest who received a direct mail offer for a Swipe & Win with a lower earning criteria from **Aliante, The Orleans, Gold Coast, Suncoast, Sam's Town, Cannery, Fremont or California**, will be eligible to receive one (1) Kiosk Swipe & Win per account, per Saturday by invite only for invited guests. Maximum one (1) Kiosk Swipe & Win per account, per Saturday.
5. Participants must earn Tier Credits at the property where they are redeeming the prize.
6. All prizes are guaranteed **B REWARDS** prizes.
7. B REWARDS are non-cashable downloadable machine credits and will be available for play using your Player Card and PIN at a single property. B REWARDS prizes must be activated by downloading with your player card at any slot machine. B REWARDS prizes will expire 48 hours from the time of issue. B REWARDS have no cash value, are not transferable and cannot be returned or exchanged. All B REWARDS must be downloaded and bet at least once before cashing out. Expired B REWARDS will not be reissued.
8. Participants may earn Tier Credits by playing slots or table games. Live Poker, Live Keno, Race & Sports Book do not earn Tier Credits. Tier Credits earned from Bingo play are not eligible for this promotion.
9. Tier Credits do not include spendable points, point multipliers, bonus points, or point transfers. It is the player's responsibility to make sure his or her valid player card is properly inserted in the machine and to request that their table game play be rated.
10. Management reserves all rights.
11. Winners are responsible for any and all taxes and other fees. Winners with cumulative winnings of \$600 or more will receive a 1099 tax form. 1099 will be issued even if winner does not complete the trip.
12. Boyd may disqualify any person for any prize based upon fraud, dishonesty, violation of promotional rules or other misconduct, whether or not related to this Drawing.
13. Boyd reserves the sole and absolute discretion to determine if a player is an "advantage player," and therefore 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 player club 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.
14. Individuals who have entered any self-limited or government agency self-exclusion program or have been otherwise excluded from casinos by a government agency or Boyd Gaming or one of its affiliates are not eligible to participate.
15. Anyone activating **Promotion** entries for any account other than their own may, at the discretion of Boyd, be excluded from the **Promotion** at issue or permanently excluded from all Boyd **Promotions**. Further, the holder of the account containing **Promotions** that have been activated by a party other than the account holder may, at the discretion of Boyd, also be excluded from the **Promotion** at issue or permanently excluded from all Boyd **Promotions**.
16. 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

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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**.

17. 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**.
18. 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.
19. Entries will be retained for record-keeping purposes in accordance with company policy and legal requirements.
20. 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, 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.
21. 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.
22. 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**.
23. Employees of Boyd Gaming and immediate family members who are permitted to gamble are eligible for the **Drawing** portions of this promotion.