

## 2019 Thursday Gift Giveaways in September Rules

1. The **Promotion** is valid at the following participating Boyd Gaming properties: Aliante, The Orleans, Gold Coast, Suncoast, Sam's Town, Main Street Station, Cannery, and Eastside Cannery on September 5, 12, 19 and 26, 2019 from 10:00am through 8:00pm with early Gift pick up for Onyx, Titanium, High Flyer and First Class from 9:00 am through 8:00 pm, at the Player Loyalty club.
2. Participants must be player loyalty members. Membership is free and available at the Player Loyalty Club. Must be 21 years of age or more to be a member.
3. Participants who earn twenty (20) tier credits playing slots or table games on September 5, 12, 19 and 26, 2019 beginning at 3:01am at Aliante, The Orleans, Gold Coast, Suncoast, Sam's Town or Main Street Station will be eligible to receive one (1) gift per account, per guest, per property while supplies last. Participants must earn 20 tier credits playing slots or table games at the property where they are redeeming the prize.
4. Participants who earn 200 base slot points or 20 Table Points on September 5, 12, 19 and 26, 2019 beginning at 12:01am at Cannery or Eastside Cannery will be eligible to receive one (1) gift per account, per guest, per property while supplies last. Participants must earn base points at the property where they are redeeming the prize.
5. Invited guest who received a direct mail offer for a free gift from Aliante, The Orleans, Gold Coast, Suncoast, Sam's Town and Main Street Station may redeem that offer and earn an additional twenty (20) tier credits for a 2<sup>nd</sup> gift. Maximum 2 gifts per account, per property for invited guests, while supplies last.
6. Invited Guest who received a direct mail offer for a free gift offer from Cannery or Eastside Cannery may redeem that offer and earn an additional 200 base slot points or 20 Table Points for a 2<sup>nd</sup> gift. Maximum 2 gifts per account per property, for invited guests, while supplies last.
7. Gifts are as follows – September 5<sup>th</sup> Rectangle Stoneware, September 12<sup>th</sup> Oval Stoneware, September 19<sup>th</sup> Square Stoneware, September 26<sup>th</sup> Casserole Dish with lid.
8. Participants who qualify must swipe their player loyalty card at any of the promotional kiosk at the property where the tier credits, base slot and table points were earned and print the coupon. The Coupon must be presented to the Player Loyalty Club or the Gift redemption area. Please refer to kiosk voucher for redemption location.
9. Tier Credit and slot points 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. 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 player loyalty 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.
11. Management reserves all rights.
12. No substitution or transfer of prizes by winners permitted. No Rainchecks.
13. 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**.
14. 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**.

15. 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.
16. 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.
17. 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.
18. Employees of Boyd Gaming and immediate family members who are permitted to gamble may 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.