July 2018 \$1 Million Take It or Trade It Rules

THURDAY KIOSK PROMOTION

- 1. The *Promotion* is valid at the following five (5) participating properties: The Orleans, Gold Coast, Suncoast, Sam's Town, and Cannery.
- 2. Participants must be player club members. Player club membership is free and available at the players club. Must be 21 years of age or more to be a member.
- 3. On the following Thursdays July 5, 12, 19 & 26, 2018, participants may swipe at any promotional kiosk beginning at 12:01am through 11:59pm and choose to take a free voucher valid for a 2 for 1 or 50% off Breakfast or Lunch Buffet valid on that Thursday or Friday or choose a \$5 Dine in only food credit, valid at Boyd Gaming owned outlets valid on that Thursday or Friday, during regular business hours. Vouchers are valid only at the property they are printed at, full details and redemption instructions will be printed on the voucher.
- 4. On the following Thursdays July 5, 12, 19 & 26, 2018, participants who have earned ten (10) base points on slots or video poker from 10:00 a.m. through 10:00 p.m. may swipe at the kiosk to receive a prize voucher. Vouchers will include various prizes including Slot Dollars®, dining credits, and more. Participants must swipe for their prize by 9:59pm on the day the base points were earned at the property where they were earned. Participants account will not be debited for points earned.
- 5. 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 player card is properly inserted in the machine to earn slot points.
- 6. All printed vouchers will include, date and time issued and redemption instructions, details and exclusions. Each voucher must be redeemed within the stated time frame from issue, at the property it was earned, or the offer will be forfeited.

CASH DRAWING

- 7. The *Promotion* is valid at the following five (5) participating properties: The Orleans, Gold Coast, Suncoast, Sam's Town, and Cannery.
- 8. Participants must be player club members. Player club membership is free and available at the players club. Must be 21 years of age or more to be a member.
- 9. The *Drawing* will be held at participating properties every Friday and Saturday beginning July 6 July 28, 2018
- 10. Participants may earn entries into the virtual *Drawing* at any of the five (5) participating properties beginning at 3:00 a.m. June 30, 2018 and ending July 28, 2018 at, 6:00 p.m. for Orleans, Sam's Town and Cannery, and at 8:00 p.m. for Gold Coast, and Suncoast.
- 11. Slot machine players receive one (1) virtual entry for every ten (10) base points earned each day with their player card properly inserted in their machines. Does not include point multipliers, bonus points or point transfers. It is the player's responsibility to make sure their card is properly inserted in the machine.
- 12. Table games will earn one (1) entry for every one (1) hour of rated play with a minimum average bet of \$5 and earn one (1) additional entry for each additional \$5 average bet. It is the player's responsibility to request that their play be rated.
- 13. Participants may receive 2X bonus entries every Thursday in July.
- 14. Additional electronic entries may be given as prize through direct mail, e-mail, online or via text message, as well as property-specific entry multiplier days.
- 15. All drawing entries are "virtual" and must be activated (electronically deposited into our virtual drawing drum) at a casino promotional kiosk at the property where entries are earned. Participants must activate their entries at any kiosk at least fifteen (15) minutes prior to the drawing time on the day of the drawing. Entries earned during the fifteen (15) minute period prior to the drawing will not be eligible for activation in that pending drawing. See property times listed below to determine when entries become available for activation.
- 16. **The Orleans, Gold Coast, Sam's Town, Suncoast, and Cannery** will each hold one (1) drawing on Friday and one (1) drawing on Saturday, where five (5) winners will be selected in each drawing. Drawing and the cash envelope selections will take place at the following locations and times:

The Orleans: South end of the Race & Sports Book, 6:15 p.m. Participants may activate their entries beginning at 12:00 p.m. on drawing dates.

Gold Coast: West end of the casino adjacent to Cornerstone, 8:15 p.m. Participants may activate their entries beginning at 12:00 p.m. on drawing dates.

Sam's Town: The drawing area on the 2nd floor near Bingo, 6:15 p.m. Participants may activate their entries beginning at 12:00 p.m. on drawing dates.

Suncoast: Promotion area adjacent to the Race and Sports Lounge, 8:15 p.m. Participants may activate their entries beginning at 12:00 p.m. on drawing dates.

Cannery: Casino floor, near Poker, 6:15 p.m. Participants may activate their entries beginning at 12:00 p.m. on drawing dates.

- 17. There is a maximum of 10,000 entries, per day, per person, for the drawing.
- 18. Participants must be present to win and have three (3) minutes to identify themselves once their name has been called. Valid identification and Player card is required for all prize winners. Valid identification is defined as a current valid form of one of the following: state issued driver's license with picture, state issued identification card with picture, military identification card with picture, or government issued passport. If winner is not a U.S citizen, a current valid passport or alien registration card is required. After the three (3) minutes have expired, a new name will be drawn until five (5) claimed winners have been identified.
- 19. In the order drawn, each winner will be given a choice to decide if they want to take the initial cash prize offered or trade it for a chance to choose one envelope out of seven from the Take it or Trade It game board. At Orleans, Gold Coast, Suncoast, Sam's Town and Cannery, three (3) prizes are lower than offered amount, one (1) prize equal to the offered amount, and three (3) prizes are higher than the offered amount which includes the top prize of \$5,000. Prize amount is determined by the envelope that is chosen once the winner elects to trade it. All winners commit to accepting the cash prize found in their chosen envelope.
- 20. A person may only be selected to be a player once per drawing. No substitution or transfer of prize by winners permitted.
- 21. 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.
- 22. All activated virtual entries are removed from the virtual drawing drum after the final drawing each Saturday.
- 23. 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.
- 24. 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 Drawing*, or to have his/her ability to participate in the *Promotion or Drawing* otherwise limited. Any such "advantage player" who is already a player club member prior to the commencement of the *Promotion or Drawing* may be notified by Boyd prior to the commencement of the *Promotion or Drawing* 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.
- 25. Individuals who have entered any 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.
- 26. Anyone activating *Promotion or Drawing* entries for any account other than their own may, at the discretion of Boyd, be excluded from the *Promotion or Drawing* at issue or permanently excluded from all Boyd *Promotions or Drawings*. Further, the holder of the account containing *Promotions or Drawings* that have been activated by a party other than the account holder may, at the discretion of Boyd, also be excluded from the *Promotion or Drawing* at issue or permanently excluded from all Boyd *Promotions or Drawings*.
- 27. 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 Drawing*, 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 or Drawing*.
- 28. If, for any reason, the *Promotion or Drawing* 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 or Drawing*, Boyd reserves the right, in its sole discretion without notice, to cancel, terminate, modify, or suspend the *Promotion or Drawing*.
- 29. Any attempt by any person to deliberately damage or manipulate any program or equipment to undermine the legitimate operation of this *Promotion or Drawing* 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.
- 30. Entries will be retained for record-keeping purposes in accordance with company policy and legal requirements.
- 31. 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 or Drawing* also hereby agree that all issues and questions concerning these Official Rules and the *Promotion or Drawing* 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 Drawing* 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 Drawing* 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.
- 32. By participating in the *Promotion or Drawing*, 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 or Drawing*, each winner further agrees to execute an affidavit of eligibility, a publicity release and a liability release, in the form provided by Boyd Gaming.
- 33. Employees of Boyd Gaming and immediate family members who are permitted to gamble are not eligible for this *Promotion or Drawing*. 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 or Drawing*. 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.