

MAY 2021 GIFT DAY RULES

1. The **Promotion** is valid at the following participating Boyd Gaming properties: **California and Fremont** on May 6, 13, 10, and 27, 2021 from 10:00am through 8:00pm with early Gift pick up for Onyx and Titanium's, from 9:00am through 8:00pm, at the B Connected Club.
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 earn twenty (20) tier credits playing slots or table games on May 6, 13, 10, and 27, 2021 beginning at 4:00am at **California and Fremont** 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. Invited Guest who received a direct mail offer for a free gift from **California and Fremont** may redeem that offer and earn an additional twenty (20) tier credits for a 2nd gift. Maximum two (2) gifts per account, for invited guests only, while supplies last.
5. Invited Guest who received a direct mail offer for a free gift after earning ten (10) tier credits from **California and Fremont** will be eligible to receive one (1) gift per account, while supplies last. Limit one (1) gift per promotional day.
6. Participants must earn tier points at the property where they are redeeming the prize.
7. Participants who qualify must swipe their B Connected card at any of the promotional kiosk at the property where the tier credits were earned and print the coupon voucher. The Coupon voucher must be presented to the B Connected Club or the Gift redemption area. Please refer to kiosk voucher for redemption location.
8. 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. Gifts are as follows:
 - May 6 – Pick A Gift
 - May 13 – Pick A Gift
 - May 20 – Pick A Gift
 - May 27 – Pick A Gift
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. 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.
14. 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

MAY 2021 GIFT DAY RULES

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**.

15. 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**.
16. 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.
17. 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.
18. 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.
19. Employees of Boyd Gaming and immediate family members who are permitted to gamble may be eligible for this **Promotion**.