

## September Point Multiplier Rules

1. The **Promotion** is valid at Eastside Cannery on Sundays and Mondays in September 2019 at 12:01 a.m. through 11:59 p.m.
2. Participants must be C.A.N. Club members. Membership is free and available at the Cashiers Cage. Must be 21 years of age or more to be a member.
3. Participants must swipe at the kiosk prior to play in order to activate the point multiplier.
4. Participants will receive 11X points on Reels and 2X points on Video Poker. Not valid on select machines marked excluded. It is the player's responsibility to make sure his or her valid membership card is properly inserted in the slot machine to receive the bonus points.
5. Management reserves all rights.
6. Boyd reserves the sole and absolute discretion to determine if a player is an "advantage player" and are 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 Boyd Gaming 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.
7. 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.
8. 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**.
9. 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.
10. 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.

11. 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.
12. 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.
13. Anyone activating this **promotion** 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 and 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** at issue or permanently excluded from all Boyd promotions/drawings.