2018 PICK THE PROS CONTEST RULES

- 1. As used herein, "Boyd" means Boyd Gaming Corporation.
- Aliante, The Orleans, Gold Coast, Suncoast, Sam's Town, California, Fremont and Main Street Station will jointly give away a total of over \$500,000 in prize money over the 17 week football season. Each week \$30,000 will be awarded, with a minimum \$10,000 guaranteed top prize each week. This is a weekly contest.
- 3. All contestants must be B Connected card members. Entry is FREE.
- 4. Membership in B Connected is free and is available at the B Connected club for those at least 21 years of age.
- 5. The contest, including registration, will be administered at select kiosks at the participating properties.
- 6. Contestants need to activate their registration and accept the terms and conditions of the contest at the kiosk. This will be their valid registration for the entire season.
- 7. Registration for the contest begins Tuesday, August 28, 2018 at 5:00 p.m. at which time contestants may also enter their picks for week one.
- 8. Each week Ruby and Sapphire card members will be given one (1) free entry. Emerald, Onyx and Titanium card members will receive two (2) free entries.
- 9. No contestant may have more than two (2) total entries based on their card level during any week. Anyone with more than the maximum allowed number of card level entries will be disqualified.
- 10. Additional bonus entries may be awarded through other marketing programs such as, but not limited to, Direct Mail, Email, Text or B Connected Online.
- 11. Contestants may enter their weekly picks at the most convenient casino; Aliante, The Orleans, Gold Coast, Suncoast, Sam's Town, California, Fremont or Main Street Station.
- 12. Each week's contest entries may be entered no earlier than 5:00 p.m., each Tuesday, with the exception of week one, and no later than 10:00 a.m. Pacific time each Sunday.
- 13. Contestants must register in person at the kiosk. Valid B Connected card members must enter their PIN (personal identification number) each time the B Connected card is swiped at the kiosk.
- 14. Each week, contestants will enter their picks, and a score in the selected tie-breaker game via a touch screen selection at the kiosk. Once an entry is selected it will appear with all Favorites marked on the entry and a tie-breaker amount. Contestants will have the option of changing any of the selections on the entry, as well as changing the pre-populated tie-breaker. Contestants will also have the option of using a Quickpicks, a Home Team, or a Favorites button. The Quickpicks button will automatically make the selections randomly. The Home Team button will select teams that are scheduled to play at home at the time the promotion begins each week. The Favorites button will automatically select the teams who are favored according to the pointspreads assigned to the teams at the time the promotion begins each week. For Pick'em games, where there are no pointspreads, the Home Team will be considered the Favorite. Contestants may then change any or all of the selections before submitting.
- 15. Contestant must submit their weekly entries **in person at the kiosk**. Anyone submitting weekly entries for any account other than own may, at the discretion of Boyd, be excluded from the promotion or permanently excluded from all Boyd promotions. Further, the holder of the account containing the promotions with weekly entries submitted by a party other than the account holder may, at the discretion of Boyd, also be excluded from the promotion or permanently excluded from all Boyd promotion or permanently excluded from all Boyd promotions.
- 16. Once the contestant selects the submit button for each one of their entries, the entry is final and changes will not be permitted. It is the player's responsibility for verifying the accuracy of their picks prior to selecting the submit button. Once the entry has been submitted via the kiosk, a paper copy of their picks will be generated at the kiosk. If a ticket is not generated, contestant may go to the nearest B Connected club to get a printed copy of their picks. A printed copy of the ticket is not required to win.
- 17. The contest involves picking the winning teams of selected games during each week of the pro football regular season's Sunday and Monday games (maximum 16 games during any one (1) week). Weekly winner(s) will be the contestant(s) with the highest number of winning selections. The contest runs from week #1 of the 2018 regular season through week #17 of the 2018 regular season.

- 18. For contest purposes, there are <u>no point spreads</u> on any of the football games. **Point spreads presented on the kiosk are informational only.** The team winning the game is the winning selection. In the case of a tie, either team selected will count as a win. If a game that is initially part of the contest at the time the promotion begins each week is subsequently postponed until a date beyond the following Monday, then both sides of that game will count as a win.
- 19. A total of \$30,000 will be awarded each week to the contestant(s) with the highest number of winning selections. In the case of a tie between 2 or 3 people, the \$30,000 will be divided equally. In the case of a tie between 4 or more contestants:
 - a. \$10,000 will be awarded to one person under the tie-breaker rules in b. and c. below, and the remainder will be divided equally between the remaining winners.
 - b. The first tie-breaker for the \$10,000 prize: The contestant who comes closest to picking the combined score on that weekend's selected tie-breaker game will be the winner of the \$10,000 prize.
 - c. The second tie-breaker for the \$10,000 prize: If the first tie-breaker does not determine the winner of the \$10,000 prize, the contestant with the earliest electronic time stamp that is generated by the kiosk for that week's contest will be the winner of the \$10,000 prize.
- 20. Contestants may swipe their B Connected card anytime after 5:00 p.m. each Tuesday to see if any of their entries are a weekly winner If they are a winner of any amount less than \$600 and accept the prize at the kiosk, their winning prize will be added to the contestants B Connected account in the form of points which are redeemable for cashback. All payments of \$600 or greater will be taken to the sports book for validation (Main Street Station winners can be verified at any sports book). Winnings of \$600 or greater will then be cashed at the main casino cashier cage.
- 21. Contestant may claim weekly prize winnings anytime after 5:00 p.m., each Tuesday. (Provided that the conditions of rules #22 & #23 have been met.)
- 22. All winning tickets will become void if not claimed within seven (7) days of the results being posted for that week's Contest. Winning tickets may be redeemed at Aliante, The Orleans, Gold Coast, Suncoast, Sam's Town, California, Fremont and Main Street Station (Main Street Station winners can be verified at any sports book).
- 23. Prizes can only be picked-up by the winning contestant with proper non-expired photo identification and social security number. No winnings, under any circumstances, will be mailed.
- 24. 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.
- 25. 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 *Contest*.
- 26. 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 *Contest*.
- 27. If for any reason the *Contest* 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 *Contest*, **Boyd reserves the right in its sole discretion to cancel, terminate, modify or suspend the** *Contest*.
- 28. Any attempt by any person to deliberately damage or manipulate any program or equipment to undermine the legitimate operation of this *Contest* 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.
- 29. Entries will be retained for record keeping purposes in accordance with company policy and legal requirements.
- 30. 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 B Connected 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.

- 31. 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 its affiliates are not eligible to participate.
- 32. 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. 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.

- 33. 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.
- 34. Employees of Boyd Gaming and immediate family members who are permitted to gamble may be eligible for this *Contest* at other participating Boyd Gaming properties where they do not work. Employees of Micro Gaming Technologies Inc., Boyd Gaming Race and Sports Book employees, along with their immediate family and Boyd Gaming employees whose job functions restrict them from gaming at any Boyd Gaming property and its subsidiaries, affiliates, or parent companies are not eligible for this *Contest*. 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.