## **7FIVE Brewing Co. VIP Beer Dinner Contest Rules**

- 1. As used herein, "Boyd" means Boyd Gaming Corporation.
- 2. The promotion is valid at 90 NINETY Bar + Grill inside Suncoast Hotel & Casino and on the designated Boyd microsite.
- 3. While people of all ages are welcome to enjoy 90 NINETY Bar + Grill, participants must be 21 or older to enter the contest.
- 4. Participants have two ways to enter the contest.
  - a. Purchase featured menu item; Chicken & Biscuit Waffles at 90 NINETY Bar + Grill, between December 1-25, then print your name and email address on the drawing entry ticket. Boyd is not responsible for incorrect or invalid email addresses or for illegible writing on the entry ticket. Receive one entry for every one featured menu item purchased.
  - b. Visit the Boyd microsite; <a href="https://bit.ly/2rAEI98">https://bit.ly/2rAEI98</a> to enter for a chance to win, no purchase necessary on Boyd Gaming Corporation social media channels (Facebook, Twitter, and LinkedIn). Social entries begin at 9:00am on Wednesday, December 4, 2019 and will remain open until 9:00am on Wednesday, December 18, 2019.
    - i. To enter; visit the microsite.
    - ii. From the microsite, answer the trivia question to be entered to win.
- 5. There is no limit to the number of times participants may enter the contest, with exception to the social contest, limited to one time per day.
- 6. The VIP Beer dinner will take place at 90 NINETY Bar + Grill on Sunday, December 29, 2019; 6:00pm and is open to invited guests and contest winners only.
- 7. Social Contest Drawing will be held December 18, 2019, Dine-in Contest Drawing will be held December 26, 2019.
- 8. One winner will be drawn for the social contest and one winner for the dine-in contest, two (2) lucky winners total will be drawn. Each winner will win a seat for themselves and a guest, 21 years of age or older, at the 7FIVE Brewing Co. VIP Beer Dinner that will take place on Sunday, December 29, 2019 at 6:00pm in 90 NINETY Bar + Grill inside Suncoast Hotel & Casino, Las Vegas Nevada.
- 9. Winners will be notified via email and must respond within 48 hours to claim their prize. Upon claiming prize, acceptance instructions will be given. If prize is not claimed within allowed time, the prize will be forfeited, and a new winner will be drawn and awarded.
- 10. Prizes are not transferrable, no substitutions and no cash out option available. The winners will forfeit his or her prize if he or she does not return the Winner Acknowledgement and Release form and copy of a valid, non-expired picture identification card by the time required.
- 11. Odds of winning depend upon number of participants and eligible entries.
- 12. Winners are responsible for any and all transportation to and from the VIP Beer Dinner event.
- 13. Individuals who have entered any government agency self-exclusion program or have been otherwise excluded from casinos by government agency or Boyd Gaming or one its affiliates are not eligible to participate.
- 14. 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.
- 15. 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 drawing.
- 16. If for any reason the drawings are 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 Drawing, Boyd reserves the right in its sole discretion to cancel, terminate, modify or suspend the drawings.
- 17. Any attempt by any person to deliberately damage or manipulate any program or equipment to undermine the legitimate operation of this 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.
- 18. Entries will be retained for record keeping purposes in accordance with company policy and legal requirements.
- 19. 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.
- 20. 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, 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.
- 21. Employees of Boyd Gaming and its subsidiaries, affiliates, or parent companies and immediate family members of each 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.