


2021 Holiday Home Makeover – Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING INTO THE SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES, WHICH CONSTITUTE A CONTRACT, SO READ THEM CAREFULLY. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT, DO NOT ENTER THE PROMOTION.

- PROMOTION OVERVIEW:** The 2021 Home Holiday Makeover (the "Promotion") is sponsored by Gold Rush Amusements, Inc. ("Gold Rush Gaming") and participating Gold Rush Gaming locations listed in Appendix A (each, a "Participating Location" and together with Gold Rush Gaming, the "Sponsors"). Gold Rush Gaming's principal place of business is located at 5277 Trillium Blvd. Hoffman Estates, IL 60192 (the "Main Office"). The principal place of business for each of the Participating Locations is also set forth on Appendix A.
- ELIGIBILITY:** The Promotion is open to guests of each Participating Location who are residents of the Illinois, Wisconsin or Indiana and who are twenty-one (21) years of age or older at the time of entry ("Eligible Entrants"). Guests may be required to show a valid identification card (either a driver's license or other government issued photo identification) with the guest's picture, name, address and age to participate. The following persons are ineligible to participate in the Promotion and/or to win a prize, even if they otherwise meeting the definition of an Eligible Entrant: employees, officers, directors, agents, owners, successors and assignees of Sponsors, their respective *parent, subsidiaries and affiliated companies, any advertising, promotional agencies, or other entity otherwise involved in the creation, administration or fulfillment of the Promotion* (all of the above italicized entities collectively referred to herein as "Promotion Parties"), and the immediate family members (defined as spouse, parent, child, sibling, or grandparent; whether biological adoptive, step or in-law) and those living in the same household (defined as those persons whether related or not who live in the same residence as the Eligible Entrant at any time during the Promotion Period) of such Promotion Parties. A participant may only win once per location, during the entire weekly drawings period (Nov.1-Dec.3) for Fifty (\$50) and no participant may win more than one Grand Prize during this promotion. In the event that a participant's name has been selected more than once for either the weekly drawings or the Grand Prize Drawings, the participants entry shall be voided and a random redraw shall occur immediately.
- PROMOTION DATES:** The Promotion will begin on Monday, November 1st, 2021 at 12:01am or at the start of the business day for each specific Participating Location and will end on Friday, December 3rd, 2021 at approximately 5:00pm (the "Entry Period"). The Grand Prize Drawing will take place on Friday, December 10th, 2021 at 4:00pm at a site to be announced at goldrushgaming.com/promotions/holidayhomemakeover no later than December 3rd, 2021. Winners need not be present to win. All times for this Promotion reference Central Standard Time.
- SWEEPSTAKES PROCEDURES:** During the Entry Period, each Participating Location will have Entry Cards (described below) available for distribution to Eligible Entrants. Each person who enters the Promotion via an Entry Card is referred to herein as a "Participant". Each Entry Card must include the guest's (a) first and last name; (b) primary telephone number; (c) email

address; and (d) identify the name of the Participating Location (subparts (a) through (d) are referred to herein as the “Required Participant Information”). An Entry Form is available by visiting a Participating Location and requesting such form from the attendant on duty, while supplies last. The Required Participant Information must be complete, accurate and current as of the date of the entry. A Participant is permitted one entry per person per day per Participating Location. Participant is required to complete all fields on the Entry Card (image below). Participant is responsible for depositing the Entry Card in the box or bowl provided upon completion. Entry Cards will be accepted during normal business hours of each Participating Location during the Entry Period. In the event that a Participant does not comply with any of the requirements contained in this Section or that are otherwise provided for herein, at the sole determination of the Sponsors, such Participant may be disqualified from the Promotion. Moreover, at the sole determination of the Sponsors, all of that Participant’s entries may be deemed null and void, not honored or acknowledged and may be grounds for forfeiture of his/her prize.

Name
Email
Phone
Location
<input type="checkbox"/> I verify that I am 21 years of age or older
<small>Must be 21 or older to game. No purchase necessary. One entry per person, per day per participating location. See management for full set of rules. Entry card must be completely filled out for eligibility. If you or someone you know has a gambling problem, crisis counseling and referral services can be accessed by calling 1-800-GAMBLER (1-800-426-2537).</small>


5. NO PURCHASE IS NECESSARY TO ENTER OR WIN THE PROMOTION. FURTHER, A PURCHASE (INCLUDING, WITHOUT LIMITATION, PLAY OF VIDEO GAMING TERMINALS OR THE PURCHASE OF ANY PRODUCT, GOOD OR SERVICE SOLD BY ANY SPONSOR) WILL NOT IMPROVE A PARTICIPANT’S CHANCES OF WINNING A PRIZE IN THE PROMOTION.
6. **PRIZE DRAWING DETAILS:** All Entry Cards will remain in the entry box at the Participating Location. Beginning Friday, November 5th, 2021 and continuing each consecutive Friday until the completion of the Entry Period on Friday, December 3rd, 2021 at or around 5:00pm, one Entry Card shall be drawn and the winner shall be awarded Fifty Dollars (\$50.00). In addition, the weekly winner shall be entered in the Grand Prize Drawing. Following the completion of the Entry Period, the accumulated five (5) weekly winning Entry Cards accompanied with each “Affidavit of Eligibility and Liability/Publicity Release” shall be collected by a representative of Gold Rush Gaming and transported to Gold Rush Gaming’s Main Office for entry into the Grand Prize Drawing. All Entry Cards are the property of the Sponsors and will not be returned. The following outlines the prize distribution. There will be a total of five (5), fifty-dollar winners per location and three (3) Grand Prize winners throughout all locations, during the Promotion.

7. **PRIZES, PRIZE VALUES, ODDS OF WINNING AND COLLECTING PRIZES:** The following outlines the prize distribution:

Item	Prize Retail Value	# of winners	Cost Per Item (Cash Value)
Grand Prize Kitchen Makeover	\$43,200	1	\$36,000
Grand Prize Family Room Makeover	\$27,600	1	\$23,000
Grand Prize Bathroom Makeover	\$18,300	1	\$15,250
Weekly Winners	\$50	5 per location	\$50
Total Retail Value of Prizes	\$163,350	Total for Cost of Prizes	\$148,500

The odds of winning the Weekly Prize is dependent entirely on the entries received during the Entry Period in each applicable location. The odds of winning a Grand Prize is dependent entirely on the number of locations participating. Grand Prize winner's have the option of accepting a monetary prize in lieu of the "Makeover" at the value indicated in the "Cost per Item" column above. For more details please visit: goldrushgaming.com/promotions/holidayhomemakeover

8. **PRIZE WINNERS' NOTIFICATION PROCEDURES:** Beginning Friday, November 5th, 2021, and continuing each consecutive Friday until the completion of the Entry Period on Friday, December 3rd, 2021, at or around 5:00pm, a designated establishment team member or will select at random a winner and notified via telephone. On Friday, December 10th, 2021, at approximately 4:00pm, a designated spokesperson for Gold Rush Gaming will select at random, to be broadcast LIVE on Facebook Live, a total of three (3) winners ("Draw Date") to determine the Grand Prize winners. Winners do not need to be present or viewing Facebook Live at the time of the drawing to win. Winners will also be notified of their selection via telephone and at the e-mail address provided on the entry card (the "Winner Notification"). If a Winner (i) has not responded to Sponsor's email or telephone call within three (3) days of the Draw Date; (ii) does not fulfill the eligibility requirements; (iii) does not adhere to these Official Rules; and/or (iv) does not provide the required identification to Sponsor, the Winner will be disqualified. Any prizes not claimed within 14 days of the Draw Date will be forfeited and will not be awarded. A Gold Rush Representative will set a date and time with each winner to hand deliver each applicable prize. Grand Prize Winners must complete W-9 form and "Affidavit of Eligibility and Liability/Publicity Release" before accepting winnings.
9. **CONDITIONS:** All taxes, costs, expenses, title and licensing fees on Prizes are the sole responsibility of each Winner. Each Winner will be required to provide tax information and will

be sent an IRS Form 1099. Each Winner is solely responsible for reporting and paying all applicable federal, state and local taxes related to the prize. Entry Cards and prize winnings are not transferable.

Grand Prize Winner's that choose to accept the advertised "makeover" prize, will be required to agree to scope of work and terms with the builder chosen by Gold Rush Amusements, Inc. and sign a liability release form, releasing Gold Rush Amusements, Inc. from any liability resulting from the construction work being performed, as a result of this promotion.

A Grand Prize Winner may choose to accept a cash prize in lieu of the advertised "Make Over" prize. In the event the Grand Prize Winner chooses to accept the cash prize in lieu of the "Make Over" construction work, the cash value shall be as follows:

Grand Prize Kitchen Makeover: Cash Value = \$36,000.00

Grand Prize Family Room Makeover: Cash Value = \$23,000.00

Grand Prize Bathroom Makeover: Cash Value = \$15,250.00

Sponsors are not responsible for lost, stolen or damaged Entry Cards. Only original Entry Cards are allowed. No copies or reproductions allowed.

10. MISCELLANEOUS:

- a. By entering, Participant unconditionally agrees to be bound by these rules and the decisions of the Sponsors, which shall be final. The Sponsors reserve the right to disqualify any Participant or Winner who, in its sole suspicion, tampers with the entry process, violates these rules, or acts in an unsportsmanlike or disruptive manner. In the event of a discrepancy between these Official Rules and any creative/collateral materials relating to the Promotion, these Official Rules will prevail.
- b. All federal, state, and local laws apply, and all applicable federal and state taxes are the sole responsibility of the winning Participant.
- c. The Sponsors and, as applicable, Promotion Parties are not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; (ii) any condition caused by events beyond the control of the Sponsors that may cause the promotion to be disrupted or discontinued; (iii) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, or use of a prize, or from participation in the promotion; (iv) any printing or typographical errors in any materials associated with the promotion, or (v) late, lost, delayed, or damaged delivery of the prize. Sponsors reserve the right at their sole discretion to suspend, modify or terminate the Promotion (or portion thereof) for any or no reason, including if Sponsor determines that any portion of the Promotion is compromised for any reason, and, if terminated, at Sponsor's discretion, Sponsor may select the potential winner(s) for the drawing(s) at issue from among all non-suspect, eligible entries received for the applicable drawing(s) prior to action taken. CAUTION: ANY ATTEMPT TO

DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.

- d. For the name of the winners or an additional copy of the Official Rules, send a self-addressed stamped envelope request to Gold Rush Gaming at the Main Office.
11. **FACEBOOK DISCLOSURE:** Although this Promotion may be advertised on the Facebook pages of Sponsors or another, this Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Participants are providing their information to the Sponsors and not to Facebook. The information a Participant provides will only be used by the Sponsors. By entering, Participants provide a complete release of Facebook from any and all responsibilities implied or provided by the Sponsors and that this Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.
12. **USE OF DISCLOSED INFORMATION:** Information transmitted to Sponsors will generally be treated as non-confidential and non-proprietary. Except where prohibited by law, entry constitutes permission to use each Winner's name, Required Participant Information, biographical information and/or likeness for online posting and /or any other written or photographic advertising and publicity without additional compensation. Further, by entering the Promotion, the Participant is granting the Sponsors permission to use his/her contact information to (i) contact him/her regarding a Prize and (ii) provide him/her with marketing or other informational materials related to the Sponsors.
13. **ARBITRATION:** Except where prohibited by law, as a condition of participating in this Promotion, Participant agree that (a) any and all disputes and causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Sponsor; (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will a Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and Participant further waives all rights to have damages multiplied or increased.
14. **CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of Illinois, USA. This Promotion is subject to compliance with the Illinois Video Gaming Act and the rules and regulations promulgated thereunder. Sponsors reserve the right to revise these rules to comply with applicable law.