

#### "DECK THE DRIVEWAY 2023 PROMOTION" 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 THIS PROMOTION, 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 THIS PROMOTION.

- DECK THE DRIVEWAY 2023 PROMOTION OVERVIEW: The "DECK THE DRIVEWAY 2023 PROMOTION" (this "Promotion") is sponsored by Gold Rush Amusements, Inc. ("Gold Rush Gaming"), Aristocrat Technologies, Inc. ("Aristocrat") with a principal place of business located at 10220 Aristocrat Way, Las Vegas, NV 89135, and each of the locations set forth on Exhibit A, attached hereto (each, a "Participating Location", collectively the "Participating Locations", and together with Gold Rush Gaming and Aristocrat, the "Sponsors"). Gold Rush Gaming's principal place of business is located at 5277 Trillium Blvd., Hoffman Estates, IL 60192 ("Gold Rush Gaming's Main Office"). This Promotion consists of two (2) separate giveaways: The Grand Prize Giveaway and the Social Media Giveaway (each, as defined below).
- 2. **ELIGIBILITY:** The Promotion is open to patrons that meet the following requirements: (i) if participating in the Grand Prize Giveaway and a Participating Location has opted to utilize the Kiosk Entry (as defined below and reflected on Exhibit A), patron must enroll or be enrolled in the Gold Standard Rewards Player Rewards Program (referred to herein as the "GSR Program") (regardless of whether such patron has or intends to play a Video Gaming Terminal or otherwise make a purchase); (ii) if participating in the Social Media Giveaway, maintain a valid personal account with Facebook; (iii) who are a resident of Illinois, Wisconsin, Iowa or Indiana; and (iv) who are twenty-one (21) years of age or older at the time of entry (an "Eligible Entrant"). For the avoidance of doubt, if participating in the Grand Prize Giveaway at a Participating Location that has opted to utilize the Ballot Entry (as defined below and reflected on Exhibit A), enrollment in the GSR Program is not required. Patrons may be required to show a valid identification card (either a driver's license or other government-issued photo identification) with the patron's picture, name, address and date of birth at the time of entry to participate. Each person who enrolls in the Promotion is referred to herein as a "Participant". The following persons are ineligible to participate in the Promotion and/or to win a prize, even if they otherwise meet the definition of an Eligible Entrant: employees, officers, directors, agents, owners, successors and assignees of the Sponsors, their respective parent, subsidiaries and affiliated companies, any advertising, promotional agencies, or other entity otherwise involved in the creation, administration or fulfillment of this 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, as defined below) of such Promotion Parties. Each Participant is limited to creating one (1) account for the GSR Program.

3. **PROMOTION DATES:** This Promotion will begin on Monday, November 6, 2023, at 12:01am CST and conclude on Friday, December 1, 2023, at approximately 12:00 p.m. CST (the "<u>Promotion Period</u>").

#### 4. **PROMOTION PROCEDURES:**

- a. <u>Grand Prize Giveaway</u>: Patrons may enter the grand prize giveaway (the "<u>Grand</u> <u>Prize Giveaway</u>") during each Participating Location's regular business hours as follows:
  - i. At Participating Locations that participate in the GSR Program and have opted to utilize the GSR Program Kiosk for entry purposes, as reflected on Exhibit A, patrons shall enter on-site via the GSR Program Kiosk (each, a "<u>Kiosk Entry</u>").
  - ii. At Participating Locations that do not have a GSR Program Kiosk or that have opted out of utilizing the GSR Program Kiosk for entry purposes, as reflected on Exhibit A, patrons shall enter by filling out the provided paper ballot (each, a "<u>Ballot Entry</u>" and together with the Kiosk Entries, collectively, the "<u>Grand Prize Entries</u>").

For the avoidance of doubt, each Participating Location will offer only one (1) method of entry for the Grand Prize Giveaway, which will be reflected on Exhibit A. Each Participant is limited to one (1) Grand Prize Entry per Participating Location per day.

- b. <u>Social Media Giveaway</u>: During the Promotion Period, patrons with a personal Facebook account may enter the social media giveaway (the "<u>Social Media Giveaway</u>") by using the patron's personal Facebook account to comment on Gold Rush Gaming's Weekly Facebook Promotion Post (each, a "<u>Social Media Entry</u>", and collectively the "<u>Social Media Entries</u>"). Each Participant is limited to one (1) Social Media Entry per calendar week. To obtain an account on Facebook, become a registered user by visiting www.facebook.com. The Facebook Weekly Promotion Post will be available as follows:
  - i. Monday, November 6, 2023, at approximately 10:00 a.m. CST through Friday, November 10, 2023, at approximately 11:00 a.m. CST
  - ii. Monday, November 13, 2023, at approximately 10:00 a.m. CST through Friday, November 17, 2023, at approximately 11:00 a.m. CST
  - iii. Monday, November 20, 2023, at approximately 10:00 a.m. CST through Friday, November 24, 2023, at approximately 11:00 a.m. CST



iv. Monday, November 27, 2023, at approximately 10:00 a.m. CST through Friday, December 1, 2023, at approximately 11:00 a.m. CST

Entries that are incomplete, illegible, misspelled, damaged, destroyed, late, misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Promotion, at the Sponsor's sole and absolute discretion. Attempts made by the same individual to submit multiple entries by using multiple Facebook accounts, emails, addresses or other means may be disqualified. Entries generated by any automated means are void and may be disqualified. All entries submitted vis Facebook are subject to Facebook's data policy and terms of use which can be found at https://www.facebook.com/privacy/policy/ and https://www.facebook.com/legal/terms, respectively.

Upon completion of the promotion procedures outlined in Section 4 above, Participant will be automatically entered into the Grand Prize Giveaway and/or Social Media Giveaway, as applicable.

#### 5. SELECTION OF WINNERS:

- a. Grand Prize Giveaway: On Friday, December 1, 2023, at approximately 12:01 p.m. CST, each Participating Location will randomly select one (1) Grand Prize Entry (each, a "Live Event Winner", and collectively the "Live Event Winners"). A live event drawing will take place on Thursday, December 14, 2023, at Pinstripes located at 100 W Higgins Rd, South Barrington, IL 60010 (the "Live Event") where eight (8) Live Event Winners will be randomly selected to win cash prizes (each, a "Present Prize Winner", and collectively the "Present Prize Winners") and three (3) Live Event Winners will be randomly selected to win a Grand Prize (as defined below)(each, a "Grand Prize Winner", and collectively the "Grand Prize Winners"). Present Prize Winners will be randomly selected at four (4) different times throughout the Live Event: two (2) Present Prize Winners will each be selected at approximately 7:30 p.m. CST, 7:45 p.m. CST, 8:00 p.m. CST and 8:15 p.m. CST (the "Present Prize Drawing"). Grand Prize Winners will be selected at the Live Event at approximately 8:30 p.m. CST (the "Grand Prize Drawing"). Live Event Winners must be physically present at the Live Event to win the Present Prize Drawing and/or the Grand Prize Drawing. Present Prize Winners will remain eligible to have a chance of being a Grand Prize Winner.
- b. <u>Social Media Giveaway</u>: Each Friday (as detailed below) at approximately 12:00 p.m. CST throughout the Promotion Period (each, a "<u>Social Media Drawing</u>"), an employee or representative from Gold Rush Gaming will randomly select three (3) winners (each, a "<u>Social Media Winner</u>", and collectively the "<u>Social Media Media Winners</u>") from Social Media Entries from such week's Facebook Weekly Promotion Post for a total of twelve (12) Social Media Winners by the conclusion of the Promotion Period.

Social Media Drawing Date	Number of Winners
Friday, November 10, 2023	3
Friday, November 17, 2023	3
Friday, November 24, 2023	3
Friday, December 1, 2023	3

By entering this Promotion, each Participant agrees that (A) they have read and accepted these Official Rules; (B) they have read and accepted Gold Rush Gaming's privacy policy, which is available at www.goldrushgaming.com/privacy-policy/; and (C) they have read and accepted Gold Rush Gaming's Terms of Use, which is available at www.goldrushgaming.com/terms-of-use/, which is incorporated by reference and made a part of these Official Rules. Participant is eligible to be a Social Media Winner one time. Participant is eligible to be a Live Event Winner one time. Participant is eligible to be a Grand Prize Winner one time.

- 6. NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS 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 THIS PROMOTION.
- 7. **PRIZES, PRIZE VALUES, ODDS OF WINNING AND COLLECTING PRIZES:** The following outlines the prize distribution:
  - a. <u>Live Event Winners</u>: One (1) One Hundred Dollar (\$100.00) cash prize and one (1) invitation to the Live Event for the winner and one (1) guest will be given away on Friday, December 1, 2023, at approximately 12:01 p.m. CST to one (1) Live Event Winner at each Participating Location. The total number of Live Event Winners will depend on the number of Participating Locations. The odds of being a Live Event Winner will depend on the number of eligible entries at each Participating Location.
  - b. <u>Present Prize Winners</u>: Each Live Event Winner will be entered into the Present Prize Drawing. A total of eight (8) cash prizes will be given away in the form of a present (each, a "<u>Present</u>" and collectively the "<u>Presents</u>") with four (4) Presents containing a cash award of Two Thousand Five Hundred Dollars (\$2,500.00); three (3) Presents containing a cash award of Five Thousand Dollars (\$5,000.00); and one (1) Present containing a cash award of Ten Thousand Dollars (\$10,000.00). The winners of the Presents will be determined at the following times:
    - i. At approximately 7:30 p.m. CST, two (2) winners will be selected to choose from the available Presents.
    - ii. At approximately 7:45 p.m. CST, two (2) winners will be selected to choose from the remaining six (6) Presents.



- iii. At approximately 8:00 p.m. CST, two (2) winners will be selected to choose from the remaining four (4) Presents.
- iv. At approximately 8:15 p.m. CST, two (2) winners will be selected to choose from the remaining two (2) Presents.

The odds of a Live Event Winner winning the Present Prize Drawing will depend on the total number of Participating Locations (one potential winner at each of the Participating Locations). An employee or representative of Gold Rush Gaming will conduct the Present Prize Drawing. Present Prize Winners must be physically present at the Present Prize Drawing to win.

- c. Grand Prize Winners: Each Live Event Winner will be entered into the Grand Prize Drawing. A total of three (3) Live Event Winners will be randomly selected to win a designated vehicle. The Grand Prize Drawing will take place at approximately 8:30 p.m. CST on Thursday, December 14, 2023. The first-place prize is a 2023 Ford F-150 (manufacturer's suggested retail price (the "MSRP") of \$63,950.00), the second-place prize is a 2023 Ford Explorer (MSRP of \$54,170.00), and the third-place prize is a 2023 Ford Escape (MSRP of \$33,010.00) (each, a "Grand Prize"). The odds of a Live Event Winner winning the Grand Prize Drawing will depend on the total number of Participating Locations (one potential Live Event Winner at each of the Participating Locations). An employee or representative of Gold Rush Gaming will conduct the Grand Prize Drawing. Grand Prize Winners must be physically present at the Grand Prize Drawing to win. The Grand Prize may not be transferred and must be accepted as awarded. In lieu of the vehicle, a Grand Prize Winner may request cash in the amount of Seventy Percent (70%) of the MSRP published sticker price of the vehicle awarded, as a substitute prize. It is the Participant's responsibility to read and understand all information. Any depiction of the Grand Prize in any advertising or promotional materials may not reflect the actual vehicle to be delivered to the Grand Prize Winner. The Sponsors will determine the interior/exterior colors of the Grand Prize at its sole discretion. The Sponsors reserve the right to substitute the Grand Prize with another prize of equal or greater value if the Grand Prize is not available for any reason, as determined by the Sponsors in its sole discretion. It is the Participant's responsibility to read and understand all information, if any, which accompanies the Grand Prize concerning use, risks and maintenance. To the maximum extent permitted by law, the Grand Prize is provided on an "AS IS" basis, without any warranty of any kind, except for any standard manufacturer's warranties that are transferable to Participant.
- d. <u>Social Media Winners</u>: A total of twelve (12) One Hundred Dollar (\$100.00) cash prizes will be given away on four (4) different dates. Three (3) Social Media Entries will be randomly selected to win the Social Media Giveaway at approximately 12:00 p.m. CST on Friday, November 10, 2023; Friday, November 17, 2023; Friday, November 24, 2023; and Friday, December 1, 2023.



The odds of a Grand Prize Entry and/or a Social Media Entry being randomly selected as a Live Event Winner and/or Social Media Winner, respectively, depends entirely on the number of Grand Prize Entries and/or Social Media Entries received during the applicable Promotion Period. All winners will be randomly selected.

- e. All costs and expenses associated with a Participant's acceptance, collection and use of a prize not specified herein as being provided as part of the prize are the sole responsibility of the winning Participant. The winner must take delivery of the Grand Prize from 5277 Trillium Blvd., Hoffman Estates, IL 60192, and the Sponsors will not be responsible for delays in delivery of the Grand Prize, and delivery is subject to availability. The Grand Prize Winner will bear all risk of loss or damage to the Grand Prize after it has been delivered to the specified delivery site. The Grand Prize Winner must personally retrieve the Grand Prize within ten (10) days of the Grand Prize Drawing. In addition, the Grand Prize Winner is solely responsible for all other costs incurred in claiming and using the Grand Prize including, without limitation, registration fees, title fees, license fees, dealer preparation costs, vehicle insurance, taxes, duties, and other transaction fees or costs imposed on transfer of the vehicle, costs associated with state emissions standards, and all other fees and costs not specified herein as being awarded.
- f. The Live Event Winners, the Present Prize Winners, the Grand Prize Winners and the Social Media Winners will be required to verify eligibility, as discussed above in Section 2, and if he/she does not produce proof of such documentation, an alternative winner may be selected and the original winner's rights to the prize will be automatically forfeited. The Grand Prize Winners will be required to verify eligibility and to provide evidence of (i) a valid driver's license and (ii) required insurance at time of delivery within ten (10) days of the Grand Prize Drawing; and if he/she does not produce proof of such documentation, an alternative winner may be selected and the original winner's rights to the Grand Prize Winner may be selected and the original winner's rights to the Grand Prize will be automatically forfeited.

#### 8. PRIZE WINNERS' NOTIFICATION PROCEDURES:

- a. Live Event Winners will be notified by a representative of the Participating Location that selected the Live Event Winner by telephone at the telephone number used in connection with the Grand Prize Entry, as applicable, no later than twenty-four (24) hours from the time the drawing was conducted. Each Live Event Winner will have forty-eight (48) hours to collect his or her prize from the Participating Location. In the event that the Live Event Winner has entered an invalid telephone number, such Participant shall be disqualified from the Grand Prize Giveaway, and the Sponsors shall have the discretion to select a new winner. Live Event Winners may not transfer their prize or invitation to the Live Event to another person.
- b. Social Media Winners must check Gold Rush Gaming's Facebook Page at approximately 12:00 p.m. CST on Friday, November 10, 2023; Friday, November

17, 2023; Friday, November 24, 2023; and Friday, December 1, 2023, for the list of Social Media Winners. Social Media Winners will also be contacted by an employee or representative of Gold Rush Gaming via a reply to their comment on such Facebook Weekly Promotion Post. Social Media Winners will have five (5) days from the time of Gold Rush Gaming's reply to respond and claim their prize. If the winner does not claim the prize within the applicable claim period, the prize shall be forfeited and a secondary drawing may occur for that specific Social Media Giveaway, at the sole discretion of Gold Rush Gaming.

- c. Present Prize Winners and the Grand Prize Winners must be physically present at the Live Event to collect his/her prize and must complete a W9 form.
- d. All Winners must complete either an "Affidavit of Eligibility" and/or a "Receipt, Release and Discharge form" before accepting winnings.
- 9. **CONDITIONS:** All taxes, costs and other expenses not otherwise set forth herein are the sole responsibility of each winner. Each Grand Prize 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. No prizes are transferable.

### 10. MISCELLANEOUS:

- a. By entering the Promotion, each Participant unconditionally agrees to be bound by these Official Rules and the decisions of the Sponsors, which shall be final. The Sponsors reserve the right to disqualify any Participant or Live Event Winners, Social Media Winners, Present Prize Winners and/or Grand Prize Winners who, in Sponsors' 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 this 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 Live Event Winners, Social Media Winners, Present Prize Winners and Grand Prize Winners.
- 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 this 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 this Promotion; (iv) any printing or typographical errors in any materials associated with this Promotion; or (v) late, lost, delayed, or damaged delivery of the prize. The Sponsors reserve the right, at their sole discretion, to suspend, modify or terminate this Promotion (or portion thereof) for any or no reason, including if the Sponsors determine that any portion of this Promotion is compromised for any reason, and, if terminated, at the Sponsors' discretion, the Sponsors 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 THIS PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS 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 winner(s) or an additional copy of the Official Rules, send a self-addressed stamped envelope request to Gold Rush Gaming at Gold Rush Gaming's Main Office.
- 11. SOCIAL MEDIA DISCLOSURE: Although this Promotion may be advertised on the Facebook pages, Twitter accounts, Instagram accounts, YouTube channel or other social media platforms of the Sponsors, this Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, YouTube or other social media platforms. Participants are providing their information to the Sponsors and not to Facebook, Twitter, Instagram, YouTube or other social media platforms. The information a Participant provides will only be used by the Sponsors and its agents. By entering, Participants provide a complete release of Facebook, Twitter, Instagram or YouTube 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, Twitter, Instagram or YouTube.
- 12. USE OF DISCLOSED INFORMATION: Information transmitted to the 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 this 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 agrees 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 (the "<u>AAA</u>") and held at the AAA regional office nearest the Sponsors; (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 Participant and the Sponsors in connection with this 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. The Sponsors reserve the right to revise these rules to comply with applicable law.
- 15. **SEVERABILITY:** If any provision(s) of these Official Rules is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. The Sponsors reserve the right in its sole discretion to supplement or make changes to these Official Rules without notice.
- 16. **GENERAL:** By participating in this Promotion, Participants agree to be bound by these Official Rules and any determinations of the Sponsors, as determined in its sole discretion, on all matters relating to this Promotion, and to any prize, all of which are final and binding. In the event that any Sponsor is prevented from continuing with this Promotion, or the integrity and/or feasibility of this Promotion as planned is undermined by any event including but not limited to any error, virus, bugs, non-authorized human intervention, action of Participants or other causes beyond the control of the Sponsors that corrupt or impair the administration, security, fairness or proper play of this Promotion, or any fire, flood, weather event, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, or order of any court or jurisdiction, the Sponsors shall have the right, in its sole discretion, to disqualify you and to abbreviate, modify, suspend, cancel or terminate this Promotion.



## EXHIBIT A

# **PARTICIPATING LOCATIONS**

A list of Participating Locations can be found at <u>https://www.goldrushgaming.com/promotions/deckthedriveway2023/</u>