"2024 GRAND SLAM GIVEAWAY 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.

- 1. **2024 GRAND SLAM GIVEAWAY PROMOTION:** The "2024 GRAND SLAM GIVEAWAY PROMOTION" (this "Promotion") is sponsored by Gold Rush Amusements, Inc. ("Gold Rush Gaming"), 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, 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"). The principal place of business for each Participating Location is reflected on Exhibit A.
- 2. **ELIGIBILITY:** This Promotion open to patrons of each Participating Location that meet the following requirements: (i) if participating in this Promotion 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) who are a resident of Illinois, Wisconsin, Iowa or Indiana; and (iii) 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 this Promotion 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 this Promotion is referred to herein as a "Participant". The following persons are ineligible to participate in this 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 "<u>Promotion Parties</u>"), 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 an 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, April 22, 2024, at approximately 12:01 a.m. CST and conclude on Friday, May 17, 2024, at approximately 4:59 p.m. CST (the "Promotion Period").
- 4. **PROMOTION PROCEDURES:** Patrons may enter this Promotion during each Participating Location's regular business hours during the Promotion Period as follows:
 - a. At Participating Locations that participate in the GSR Program and have opted to utilize the GSR Program Kiosk ("GSR Kiosk") for entry purposes, as reflected on Exhibit A, patrons shall enter on-site via the GSR Kiosk (each, a "Kiosk Entry").
 - b. At Participating Locations that do not have a GSR Kiosk or that have opted out of utilizing the GSR Kiosk for entry purposes, as reflected on Exhibit A, patrons shall enter by filling out the provided paper ballot, while supplies last (each, a "Ballot Entry" and together with the Kiosk Entries, collectively, the "Entries"). A Participant must provide his or her full name and telephone number on a Ballot Entry. Ballot Entries must be filled out completely to be eligible. Completed entry forms must be deposited in the Promotion receptacle at the Participating Location.

All Entries become property of the Sponsors. For the avoidance of doubt, each Participating Location will offer only one (1) method of entry for this Promotion, as reflected on Exhibit A. Each Participant is limited to one (1) Entry per Participating Location per calendar day. 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 this 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. Upon completion of the promotion procedures outlined in Section 4 above, Participant will be automatically entered into this Promotion.

5. **SELECTION OF WINNERS:** On Friday, May 17, 2024, at approximately 5:00 p.m. CST, one (1) Entry, (each, a "<u>Grand Prize Winner</u>", and collectively the "<u>Grand Prize Winners</u>") will be randomly selected by a representative of each Participating Location or a

representative of Gold Rush Gaming (each, a "Grand Prize Drawing"). By entering this Promotion, each Participant agrees that (A) they have read and accepted these Official Rules; (B) they have read and accepted the Official Gold Standard Rewards Player Rewards Program Rules; (C) they have read and accepted the Gold Rush Player Rewards privacy policy, which is available at www.goldrushgaming.com/privacy-policy/; and (D) they have read and accepted the Gold Rush Player Rewards 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 Grand Prize Winner one (1) 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>Grand Prize Winners</u>: There will be one (1) Grand Prize Winner from each Participating Location. The total number of Grand Prize Winners will depend on the number of Participating Locations. Each Grand Prize Winner will be eligible to receive the following:
 - i. One Hundred Dollars (\$100.00) cash (the "Cash Prize");
 - ii. Two (2) Yeti Tumblers (the "<u>Item Prize</u>"), each with an Approximate Retail Value ("<u>ARV</u>") of Thirty-Seven Dollars and Thirty Cents (\$37.30); and
 - iii. Two (2) tickets to the Wrigleyville Rooftop (the "<u>Ticket Prize</u>", and together with the Cash Prize and Item Prize, the "<u>Grand Prize</u>") located at either 3619 N. Sheffield Ave., Chicago, IL 60613, or 1032 Waveland Ave., Chicago, IL 60613, for the Chicago Cubs versus the Chicago White Sox game on Wednesday, June 5, 2024, at 7:05 p.m. (the "<u>Baseball Game</u>"), each with an ARV of Two Hundred Forty-One Dollars and Twenty-Four Cents (\$241.24).
 - b. The odds of an Entry being randomly selected as a Grand Prize Winner at a Participating Location depends entirely on the number of Entries received during the Promotion Period at each applicable Participating Location. Grand Prize Winners will be randomly selected.

- c. The Ticket Prize and Item Prize are transferrable. It is such Grand Prize Winner's responsibility to notify Gold Rush Gaming if he or she chooses to send someone to the Baseball Game in his or her place. See Section 8 for details. It is the Participant's responsibility to read and understand all information.
- d. All costs and expenses associated with a Participant's acceptance, collection and use of the Prize not specified herein as being provided as part of the prize is the sole responsibility of a Grand Prize Winner.
- e. Grand Prize 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.
- 8. **PRIZE WINNERS' NOTIFICATION PROCEDURES:** Each Grand Prize Winner will be notified by a representative of Gold Rush Gaming by telephone at the telephone number used in connection with such Grand Prize Winner's Entry, between the dates of Monday, May 20, 2024, and Friday, May 24, 2024. Each Grand Prize Winner will have seven (7) days to respond to such phone call and claim the Grand Prize. If a Grand Prize Winner does not respond within the applicable claim period, the Prize shall be forfeited and a secondary drawing may occur, at the sole discretion of Gold Rush Gaming. Grand Prize Winners must complete an "Affidavit of Eligibility" and/or a "Receipt, Release and Discharge" form, at the sole discretion of the Sponsors, before accepting the Grand Prize, including the Cash Prize.

Upon the phone call notification, a representative of Gold Rush Gaming will collect the name and email address of the two (2) individuals that will be attending the Baseball Game (the "Attendees"). A Grand Prize Winner need not attend the Baseball Game to claim the Cash Prize; however, attendance is required to collect the Item Prize. A Grand Prize Winner must confirm the names and email addresses of the Attendees no later than Monday, June 3, 2024, at 5:00 p.m. CST (the "Deadline"). No changes to the Attendees may be made after the Deadline. If a Grand Prize Winner fails to confirm the Attendees prior to the Deadline, the Item Prize and the Ticket Prize shall be forfeited. Only a Grand Prize Winner may make changes to the designated Attendees. The Attendees (i) must be twenty-one (21) years of age or older; (ii) may be required to show a valid identification card (either a driver's license or other government issued photo identification) with the Attendee's picture, name, address and date of birth at the time of entry at the Baseball Game to participate; and (iii) may be required to complete and return a Release and Discharge Form to gain entry to the Baseball Game. The Attendees will be responsible for collecting the

Item Prize at the Baseball Game. If the Attendees fail to collect the Item Prize at the Baseball Game, the Item Prize shall be forfeited.

9. CONDITIONS: All taxes, costs, and expenses associated with the Grand Prize not specified herein are the sole responsibility of each Grand Prize Winner, including any transportation, parking or gratuity expenses. Each Grand Prize Winner is solely responsible for reporting and paying all applicable federal, state and local taxes related to the Grand Prize. The Cash Prize may not be transferable to another party. Subject to the limitations set forth in Section 8, the Item Prize and Ticket Prize may be collected and used by another individual but may not be resold. A Grand Prize Winner may not request cash or a substitute prize; however, Gold Rush Gaming reserves 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 Gold Rush Gaming in its sole discretion. The Ticket Prize and the participation in any related activities are subject to certain terms, conditions, releases and waivers specified thereon. Seat locations are subject to availability. By entering the Baseball Game, each Grand Prize Winner agrees that the Attendees agree to comply with all applicable laws, generally accepted social practices, and stadium and other prizeprovider rules and regulations, including the Wrigley Rooftop venue. Failure to do so may result in forfeiture of the Ticket Prize in Gold Rush Gaming's, or the Wrigley Rooftop representative's, sole discretion. The terms and conditions of the tickets awarded as the Ticket Prize will govern in the event a legal game, event or exhibition is not played or held, as applicable, due to weather conditions, an act of God, an act of terrorism, civil disturbance, work stoppage, local, state or federal regulation, state of emergency, and other issue concerning health or safety or any other reason outside of the Sponsors' control. The Sponsors and representatives of Wrigley Rooftop reserve the right to remove or to deny entry to any Attendee who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition.

10. MISCELLANEOUS:

- a. By entering this 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 Winner who, in its sole suspicion, tampers with the entry process, violates these Official 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 each Grand Prize Winner.

c. To the fullest extent permitted by law, each Participant forever releases, discharges, and covenants not to sue the Sponsors and its affiliates, and each of their respective owners, employees, agents, directors, officers, shareholders, contractors, successors and assigns (collectively, the "Released Parties") for, from and against, any and all claims, debts, liabilities, demands, obligations, costs, fees, expenses, actions, causes of action whatsoever, of every nature, character and description (collectively, "Claims"), known and unknown, arising out of or in any way related to this Promotion, these Official Rules, the negligence of any of the Released Parties, entry into this Promotion and the acceptance, possession, misuse or use of the Grand Prize (including, without limitation, any property loss, personal injury, or death, in connection with use or possession of the Grand Prize). By participating in this Promotion, each Participant also agrees to indemnify, defend, release, discharge and hold harmless the Released Parties from any and all Claims of any kind whatsoever for injuries, death, damages or losses to persons and property which may be sustained in connection with the receipt, ownership, possession, use or misuse of the Grand Prize by a Participant and each Participant's guests and invitees, including the Attendees, and including without limitation, Claims for breach of contract, infliction of emotional distress, defamation, false light, common law or statutory misappropriation, invasion or other violations of any actual or purported right of privacy and/or publicity, and claims under equivalent federal, state or provincial laws arising from participation and any exploitation of any or all of the rights granted to the Sponsors. In addition, each Participant acknowledges and agrees that the Released Parties are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, unintelligible or misdirected 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 failure to receive or process entries due to any cause, including without limitation, human, transmission or technical problems, failures, or malfunctions of any kind, howsoever originating, that may limit a Participant's ability to participate in this Promotion including any interruptions to any network, server, Internet, website, telephone, satellite, computer or other connections; (iv) garbled, misdirected or jumbled transitions, or traffic congestion; (v) any injuries, losses, or damages of any kind caused by the Grand Prize or resulting from acceptance, possession, or use of a prize, or from entry into or participation in this Promotion (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on Participant's rights of publicity or privacy, or Participant's claim that they have somehow been defamed or portrayed in a false light); (vi) any printing or typographical errors in any materials associated with this Promotion; (vii) human error and other errors; or (viii) late, lost, delayed, or damaged delivery of the Grand Prize.

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL A WINNER BE PERMITTED TO OBTAIN AWARDS FOR, AND EACH PARTICIPANT AND WINNER HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO THIS PROMOTION, THESE **OFFICIAL** RULES, **PARTICIPANT'S** ENTRY. NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO EACH PARTICIPANT.

- d. For the name of the Grand Prize Winners or an additional copy of these 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 Facebook, the platform X, formerly known as Twitter, Instagram, YouTube or other social media platforms, this Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, X, Instagram, YouTube or other social media platforms. Participants are providing their information to the Sponsors and not to Facebook, X, Instagram, YouTube or other social media platforms. The information a Participant provides will only be used by the Sponsors and its agents. By entering into this Promotion, Participants provide a complete release of Facebook, X, 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, X, Instagram or YouTube.
- 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 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. If you do not wish to receive these communications, you may "opt out" by following the instructions in Gold Rush Gaming's privacy policy. Please note, however, that if you "opt-out" of receiving communications, the Sponsors may still contact you concerning this Promotion, including notifying you if you are a potential winner of the Grand Prize.
- 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 ("AAA") 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 Official 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 https://www.goldrushgaming.com/promotions/grandslamgiveaway2024/