



## OFFICIAL GIVEAWAY RULES (“Official Rules”)

1. **Sponsorship.** Fair Frenzy (the “Giveaway”) is sponsored by J&J Ventures Gaming, LLC (“J&J”), with principal place of business located at 1500 S. Raney Street, Effingham, Illinois (the “Sponsor”).
2. **Program Procedure and Enrollment.** Participants may enter the Giveaway through an On-Site Entry via the Player PAYBACK™ App, as described below (an “Entry”). Participants may be required to present valid, government-issued photo identification for proof of age at the time of entry. The Giveaway shall be open to all patrons (regardless of whether such patron has or intends to play a Video Gaming Terminal or otherwise make a purchase) that is enrolled in the Player PAYBACK™ rewards program (the “Program”) and has a valid phone number. Each person who enrolls in the Giveaway is referred to herein as a “Participant.” Sponsor reserves the right to deny anyone from participating in the Giveaway at any time in Sponsor’s sole discretion, and without recourse. In connection with initial enrollment in the Program, a Participant will be required to provide the following information: **(a) first and last name, (b) telephone number, (c) gender and (d) date of birth (the “Required Participant Information”).** In connection with a subsequent Entry, a Participant will be required to provide a telephone number. The Required Participant Information must be accurate and current as of the date of initial enrollment and as of each subsequent Entry. A Participant is required to redeem 1 Fair Frenzy Point (as defined below) per Entry and is permitted a maximum of one (1) Entry per day across all Illinois State Fair Gaming Locations. Each Participant is limited to creating one account for the Program, which can be used for all Participating Locations.

ENTRY: Fair Frenzy Points (as defined herein) are unique to the Illinois State Fair and may only be redeemed at the Illinois State Fair, where they are earned. Participant may “check- in” on-site at any Illinois State Fair Gaming Location by entering their telephone number on the designated tablet (“Check-In”). Participant will be awarded Fair Frenzy points unique to the Illinois State Fair where the Check-In occurred (“Fair Frenzy Points”). One (1) Fair Frenzy Point is earned for each Check-In. A Participant is permitted one (1) Check-In every twelve (12) hours, from across any of the five (5) Illinois State Fair Gaming Locations. Patron will redeem one (1) Fair Frenzy Point for an Entry into the Sweepstakes. A Participant is permitted one (1) Entry every twelve (12) hours, from across any of the five (5) Illinois State Fair Gaming Locations.

It is the responsibility of the Participant to ensure that the Required Participant Information is accurate at the time of each Entry. All Participants must enter themselves in the Giveaway; a third-party (including an employee of the Sponsor) may not enter another in the Giveaway. In the event that a Participant fails to comply with these Official Rules, at the sole determination of J&J, such Participant may be disqualified from the Giveaway. Moreover, if a Participant fails to comply with these rules, at the sole determination of J&J, all of that Participant’s Entries may be deemed null and void, not honored or acknowledged and may be grounds for forfeiture of the recipient’s prizes. By entering in the Giveaway, each Participant agrees that (A) they have read and accepted these Official Giveaway Rules; (B) they have read and accepted the Official Player PAYBACK™ Rules; (C) have read and accepted the Terms of Use which are available at <https://www.jjventures.com/terms-of-use-2/> and incorporated by reference and made a part of these Official Rules; (D) have read and accepted J&J’s Privacy Policy, which are available at <https://www.jjventures.com/privacy-policy/> and incorporated by reference and made a part of these Official Rules. Participant acknowledges that submission of the Required Participant Information and any other information collected through the Program is subject to J&J’s Privacy Policy.

3. **NO PURCHASE NECESSARY. NO PURCHASE IS NECESSARY TO ENTER OR WIN THE GIVEAWAY. FURTHER, A PURCHASE (INCLUDING, WITHOUT LIMITATION, ANY PRODUCT, GOOD OR SERVICE SOLD BY THE SPONSORS OR A PARTICIPATING LOCATION) WILL NOT IMPROVE A PARTICIPANT’S CHANCES OF WINNING WITH AN ENTRY.**

4. **Drawing.**

- a. The drawing will be conducted by a representative of J&J and will take place at J&J Gaming on the dates below (collectively, the “Fair Frenzy Drawing Dates”). Entries will only be accepted from 12:00 PM (CST) August 12, 2021 through 10:00 PM (CST) August 22, 2021 (the “Entry Period”). An employee of J&J will conduct the drawing and shall contact the winner via telephone within 24



hours of the Fair Frenzy Drawing Date (the “Fair Frenzy Notice”) and the winner shall have three (3) days from the date and time of the Fair Frenzy Notice to claim his or her Prize (the “Fair Frenzy Claim Period”). If the winner does not claim the Prize within the Fair Frenzy Claim Period, the Prize shall be forfeited, and a secondary drawing shall occur at a date and time decided upon by the Sponsor (the “Fair Frenzy Secondary Drawing”). No additional Entries shall be accepted between the expiration of the Fair Frenzy Claim Period and the Fair Frenzy Secondary Drawing.

	Fair Frenzy Entry Period	Fair Frenzy Drawing Date
Day 1	8/12/2021 12:00 PM (CST) – 11:00 PM (CST)	8/13/2021
Day 2	8/13/2021 12:00 PM (CST) – 11:30 PM (CST)	8/16/2021
Day 3	8/14/2021 11:00 AM (CST) – 11:45 PM (CST)	8/16/2021
Day 4	8/15/2021 12:00 PM (CST) – 11:00 PM (CST)	8/16/2021
Day 5	8/16/2021 12:00 PM (CST) – 11:30 PM (CST)	8/17/2021
Day 6	8/17/2021 12:00 PM (CST) – 11:30 PM (CST)	8/18/2021
Day 7	8/18/2021 12:00 PM (CST) – 11:30 PM (CST)	8/19/2021
Day 8	8/19/2021 12:00 PM (CST) – 11:30 PM (CST)	8/20/2021
Day 9	8/20/2021 12:00 PM (CST) – 11:30 PM (CST)	8/23/2021
Day 10	8/21/2021 11:00 AM (CST) – 11:45 PM (CST)	8/23/2021
Day 11	8/22/2021 12:00 PM (CST) – 10:00 PM (CST)	8/23/2021

5. **Prizes, Prize Values, Odds of Winning and Collecting Prizes.**

- a. Each day, one (1) Participant will win the cash prize of \$300.
  - i. Any winner from Day 1 through Day 11 will be ineligible to win any of the remaining days’ prizes.
- b. The prize will be in the form of a check made payable to the winner and sent via certified mail to the address obtained when the winner is notified.
- c. The odds of winning the Giveaway depend entirely on the number of Entries made during the Fair Frenzy Entry Period, as applicable.
- d. J&J Gaming will incur the cost of shipping or handling fees or charges associated with collecting the Prize.

6. **Eligibility.** The Giveaway is open to all legal residents of the United States of America who are twenty-one (21) years or older at the time of entry and are enrolled in the Program. The Giveaway shall be open to all patrons who meet these criteria, regardless of whether such patron has or intends to play a Video Gaming Terminal. Employees of J&J and the immediate family members of each employee are not eligible to check-in, earn Fair Frenzy Points, or otherwise participate in the Giveaway. An “immediate family member” is defined to mean spouse, parent, grandparent, child or sibling. In-laws are not considered to be immediate family members. As applicable, employees of J&J, its affiliates, licensees, franchisees, advertising and promotional agencies are not eligible to participate in the Giveaways.

7. **Use of Disclosed Information.** Information transmitted to the Sponsor will generally be treated as non-confidential and non-proprietary. Except where prohibited by law, entry constitutes permission to use each participant’s name, biographical information and/or likeness for online posting and/or any other written or photographic advertising and publicity without additional compensation. Further, by enrolling in the Program or entering the Giveaway, Participant grants and authorizes Sponsor to contact Participant regarding the Program or the Giveaway, including periodic updates about the Program, J&J announcements and promotions, and announcements and promotions regarding any Participating Location where participant has checked-in, via text message, e-mail or regular mail. Participant may opt out of receiving such materials or messages by following the opt-out instructions set forth in the Player PAYBACK™ App or the applicable text message or e-mail. If Participant opts out, Participant authorizes Sponsor to send an email and/or text message confirming the request to opt out and Participant will no longer be enrolled in the Program or eligible to participate in the Giveaway. Participant acknowledges that additional charges from their mobile phone carrier may apply for text messages and Participant



consents to same.

8. **Facebook Disclosure.** Although the Program or the Giveaway may be advertised on the Facebook pages of the Sponsor or another, neither the Program or the Giveaway are in any way sponsored, endorsed or administered by, or associated with, Facebook. Participants are providing their information to Sponsor and not to Facebook. The information a Participant provides will only be used by the Sponsor. By entering, Participants provide a complete release of Facebook from any and all responsibilities implied or provided by Sponsor and that this Program and the Giveaway is in no way sponsored, endorsed or administered by, or associated with, Facebook.

9. **Miscellaneous.**

- (a) By entering the Giveaway, Participants unconditionally agrees to be bound by these Official Rules and the decisions of J&J, which shall be final. Sponsor reserves the right to disqualify any Participant who, in its sole suspicion, tampers with the entry process, violates these rules, or acts in an unsportsmanlike or disruptive manner.
- (b) All federal, state, and local laws apply. These Official Rules will be governed by the laws of the State of Illinois. If any provision of these Official Rules is deemed invalid or unenforceable, such provision shall be deemed void only for the specific jurisdiction at issue, but all other provisions will remain in full force and effect.
- (c) Sponsor and, as applicable, the employees, officers, directors, shareholders, agents, and representatives of the Sponsor, their affiliates, subsidiaries, and advertising, promotion and legal advisors 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 Sponsor that may cause the Giveaway 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 the Prize, or from participation in the Giveaway; or (iv) any printing or typographical errors in any materials associated with the Giveaway.
- (d) Participants agree that any dispute arising out of this Program or the Giveaway shall be resolved individually without class action and exclusively by the state and federal courts in Effingham County, Illinois under the laws of Illinois, without regard to that state's conflict of laws principles. **PARTICIPANT, BY ENTERING, SPECIFICALLY AND KNOWINGLY WAIVES ANY RIGHT TO A TRIAL BY JURY AND A TRIAL BY JURY IS HEREBY WAIVED BY THE SPONSOR AND PARTICIPANT. PARTICIPANT UNDERSTANDS THAT PARTICIPANT IS WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS READ AND UNDERSTANDS, AND HEREBY EXPRESSLY WAIVES, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**
- (e) For the name of the winner or an additional copy of the Official Rules, send a self-addressed stamped envelope request to the principal place of business of the Sponsor identified in Section 1 above. The name of the winner will be available on or after three (3:00pm) the day after the Fair Frenzy Drawing Date, as applicable.
- (f) Any inquiries or questions regarding the Giveaway may be sent by regular mail to GIVEAWAY at the principal place of business of the Sponsor identified in Section 1 above.

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