



## DUQUOIN FAIR FRENZY OFFICIAL GIVEAWAY RULES (“Official Rules”)

1. **Sponsorship.** DuQuoin Fair Frenzy (the “Giveaway”) is sponsored by J&J Ventures Gaming, LLC (“J&J”, or the “Sponsor”), with a principal place of business located at 1500 S. Raney Street, Effingham, Illinois (the “Sponsor’s Main Office”).
2. **Program Procedure and Enrollment.** Participants may enter the Giveaway through an On-Site Entry via the Player PAYBACK™ App, as described below (each an “Entry”, and collectively, “Entries”). 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.” The Sponsor reserves the right to deny anyone from participating in the Giveaway at any time in the 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. Each Participant is permitted a maximum of two (2) Entries per day at the DuQuoin State Fair, one Entry per each of gaming areas in the Grandstand. Each Participant is limited to creating one account for the Program.

ENTRY: Participant may “check-in” on-site at each of the gaming areas in the Grandstand by entering their telephone number on the designated tablet (“Check-In”). Any Participant who completes a Check-In for the Player PAYBACK™ program during the Entry Period (as defined below) will be automatically entered into the drawing. A Participant is permitted one (1) Entry each day at each of the gaming areas within the Grandstand, for a maximum of two (2) Entries total each day.

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 agent or 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 Prize. By entering in the Giveaway, each Participant agrees that (A) they have read and accepted these Official 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 is 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 SPONSOR) 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 the Sponsor’s Main Office on the dates below (collectively, the “Fair Frenzy Drawing Dates”). Entries will only be accepted from 4:00 PM (CST) August 26, 2022, through 11:00 PM (CST) September 5, 2022 (the “Entry Period”). During the Entry Period, on each day between August 26, 2022 and September 5, 2022, two Entries shall be drawn for a cash prize of one hundred dollars (\$100) each and on September 5, 2022, one Entry will be drawn for a cash prize of one thousand dollars (\$1,000) (each



a “Prize”, collectively, the “Prizes”). An employee of J&J will conduct the drawing, and shall contact each Prize 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	Prize Amount
Day 1	8/26/2022 4:00 PM (CST) – 11:00 PM (CST)	8/29/2022	(2) \$100 winners
Day 2	8/27/2022 12:00 PM (CST) – 11:00 PM (CST)	8/29/2022	(2) \$100 winners
Day 3	8/28/2022 12:00 PM (CST) – 11:00 PM (CST)	8/29/2022	(2) \$100 winners
Day 4	8/29/2022 4:00 PM (CST) – 10:00 PM (CST)	8/30/2022	(2) \$100 winners
Day 5	8/30/2022 4:00 PM (CST) – 10:00 PM (CST)	8/31/2022	(2) \$100 winners
Day 6	8/31/2022 4:00 PM (CST) – 10:00 PM (CST)	9/1/2022	(2) \$100 winners
Day 7	9/1/2022 4:00 PM (CST) – 10:00 PM (CST)	9/2/2022	(2) \$100 winners
Day 8	9/2/2022 4:00 PM (CST) – 10:00 PM (CST)	9/5/2022	(2) \$100 winners
Day 9	9/3/2022 12:00 PM (CST) – 11:00 PM (CST)	9/5/2022	(2) \$100 winners
Day 10	9/4/2022 12:00 PM (CST) – 11:00 PM (CST)	9/5/2022	(2) \$100 winners
Day 11	9/5/2022 12:00 PM (CST) – 11:00 PM (CST)	9/6/2022	(2) \$100 winners
Grand Prize	8/26/2022 4:00 PM (CST) – 9/5/2022 11:00PM (CST)	9/6/2022	(1) \$1000 winner

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

- a. One Participant will win the Grand Prize drawing of \$1000.
  - i. Each day, two (2) Participants will win the cash prize of \$100 each for a total of twenty-two (22) winners.
  - ii. Any winner from Day 1 through Day 11 will be ineligible to win any of the remaining days’ Prizes. However, Participant will still be qualified to win the Grand Prize.
- 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 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 the Sponsor 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 Giveaway.

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, an 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 the Sponsor to contact Participant regarding the Program or the Giveaway, including periodic updates about the Program, and Sponsor announcements and promotions, 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 the 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. **Social Media Disclosure.** Although the Program or the Giveaway may be advertised on the Facebook pages, Twitter accounts, Instagram accounts, YouTube channel or other social media platforms of the Sponsor, neither the Program nor the Giveaway are in any 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 Sponsor and not to Facebook, Twitter, Instagram, YouTube or other social media platforms. The information Participant provides will only be used by the Sponsor 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 the Program and the Giveaway are in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or YouTube.

9. **Miscellaneous.**

- (a) By entering the Giveaway, Participants unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final. The Sponsor reserves the right to disqualify any Participant who, in its sole suspicion, tampers with the entry process, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner.
- (b) The 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.
- (c) All federal, state, and local laws apply.
- (d) The 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.
- (e) Sponsor reserves the right at its sole discretion to suspend, modify or terminate this Promotion (or portion thereof) for any or no reason, including if Sponsor determines that any portion of this Promotion is compromised for any reason, and, if terminated, at the 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.
- (f) Participants agree that any dispute arising out of the 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."**



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- (g) 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. Sponsors reserve the right in its sole discretion to supplement or make changes to these Official Rules without notice.
  - (h) 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 3:00 pm the day after the Fair Frenzy Drawing Date, as applicable.
  - (i) 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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