



## OFFICIAL PLAYER PAYBACK® RULES (“Official Rules”)

1. **Sponsorship and Participating Locations.** The Player PAYBACK® rewards program (the “Program”) is sponsored by J&J Ventures Gaming, LLC (“J&J”), with a principal place of business located at 1400 S. Raney Street, Effingham, Illinois, and participating J&J locations, a full list of which, including each applicable principal place of business, can be found by visiting <https://www.jjventures.com/gaming/player-payback/> (each, a “Participating Location” and together with J&J, the “Sponsors”), which list is incorporated into and made a part of these Official Rules. This list of Participating Locations will be updated and amended from time to time.

2. **Program Procedure and Enrollment.** Participants may enroll in the Program by visiting a Participating Location and accessing the Player PAYBACK® App that is available on the J&J designated tablet that is located near the gaming area at the Participating Location during normal business hours. Participants may be required to present valid, government-issued photo identification for proof of age at the time of enrollment or at the time of any reward redemption at a Participating Location. The Program 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 has a valid cell-phone number. Each person who enrolls in the Program is referred to herein as a “Participant.” Sponsors reserve the right to deny anyone from participating in the Program or any Sweepstakes (as defined herein) at any time in Sponsors’ sole discretion, and without recourse. In connection with initial enrollment, a Participant may 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 Location Check-In or J&J Play (as defined herein), a Participant may 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 check-in. Each Participant is limited to creating one account for the Program, which can be used for all Participating Locations. Once enrolled in the Program, a Participant is eligible to earn J&J Points at all Participating Locations and may, from time to time, be eligible to earn Location Points (as defined below) at Participating Locations, which are unique to the Participating Location where such Location Points are earned.

- a. **Earning Location Points:** Location Points (as defined herein) are unique to each Participating Location and may only be redeemed at the Participating Location where they are earned. Participant may “check- in” on-site at the applicable Participating Location by entering their telephone number on the designated tablet (“Location Check-In”). Participant will be awarded Program points unique to the Participating Location where the Location Check-In occurred (“Location Points”). One (1) Location Point is earned for each Location Check-In. A Participant is permitted one (1) Location Check-In at each Participating Location every twelve (12) hours.
- b. **Earning J&J Points:** J&J Points (as defined herein) may be earned across all Participating Locations. A Participant will be awarded J&J Points after playing the featured game (“J&J Points”) on the tablet which awards J&J Points via a random number generator (each, a “J&J Play”). J&J Play will be available following a permitted Location Check-In. In addition, a Participant may “check-in” on-site at the applicable Participating Location by entering their telephone number on the designated tablet for additional opportunities for J&J Play. A Participant is permitted one (1) J&J Play per hour and limited to a total of four (4) J&J Plays per day across all Participating Locations.

It is the responsibility of the Participant to ensure that the Required Participant Information is accurate at the time of each Location Check-In or J&J Play, as applicable. All Participants must enroll themselves in the Program or any Sweepstakes; a third-party (including an employee of any of Sponsors) may neither enroll nor check-in for another in the Program or any Sweepstakes. Program benefits and J&J Points and Location Points are not transferable and may only be used for the benefit of the named Participant to whom the points are issued. 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 Program or any Sweepstakes. Moreover, if a Participant fails to comply with these rules, at the sole determination of J&J, all of that Participant’s J&J Points and collective Location Points may be deemed null and void, not honored or acknowledged and may be grounds for forfeiture of the recipient’s prizes.

By enrolling in the Program, submitting a Location Check-In at a Participating Location, participating in J&J Play at a Participating Location, or entering a Sweepstakes at a Participating Location, as applicable, each Participant agrees that

(A) they have read and accepted these Official Player PAYBACK<sup>®</sup> Rules; (B) 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; (C) 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 and any Sweepstakes is subject to J&J's Privacy Policy.

3. **Entering Location Giveaway (where applicable):** From time to time, J&J and a Participating Location may host promotions and giveaways (each a "Sweepstakes"). Details of each particular Sweepstakes will be disclosed in a schedule (each, a "Schedule") created for each Sweepstakes and posted on site at the Participating Location. Each Sweepstakes will be governed by the terms of the associated Schedule and these Official Player PAYBACK<sup>®</sup> Rules (together the "Official Sweepstakes Rules"). Any term used herein and not defined shall have the meaning set forth in the Schedule. By allowing yourself to be entered into any Sweepstakes or by entering any Sweepstakes, you agree to be bound by the Official Sweepstake Rules and each person that enters a Sweepstakes will be deemed a Participant. Entries will only be accepted during the Entry Period. If the winner does not claim the Prize within the Claim Period, the Prize shall be forfeited and, in Sponsor's discretion, a secondary drawing may occur at a date and time decided upon by the Sponsors (the "Secondary Drawing"). No additional Entries shall be accepted between the expiration of the Claim Period and the Secondary Drawing. The Participating Location will decide 1 of 3 ways for Participants to enter the Drawing, as set forth on the Schedule:

- a. **Option 1.** Patron will redeem Location Points for an entry into the Sweepstakes. J&J Gaming will choose a winner at random. Winner information will be provided to the Participating Location, who will then notify the winner as set forth on the Schedule.
- b. **Option 2.** Anyone who completes a check-in for the Player PAYBACK<sup>®</sup> program during the Entry Period will be automatically entered into the drawing. J&J Gaming will choose a winner at random. Winner information will be provided to the Participating Location, who will then notify the winner as set forth on the Schedule.
- c. **Option 3.** Patron will redeem Location Points for a paper entry into the Sweepstakes. The Participating Location will choose a winner at random and then notify the winner as set forth on the Schedule.

4. **NO PURCHASE NECESSARY. MEMBERSHIP IN THE PROGRAM AND ENROLLMENT IN ANY SWEEPSTAKES IS FREE. NO PURCHASE IS NECESSARY TO ENROLL IN THE PROGRAM, EARN ADDITIONAL J&J POINTS, EARN LOCATION POINTS OR ENTER INTO A SWEEPSTAKES. 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 EARNING MORE J&J POINTS OR EARNING MORE LOCATION POINTS FOR THE PROGRAM OR ANY SWEEPSTAKES.**

5. **Redemption.** The Participant will have the opportunity to redeem (a) J&J Points for J&J promotional items details of which are available on the Player PAYBACK<sup>®</sup> App and (b) Location Points for match play or other promotional items identified by the applicable Payback Location, details of which are available on the Player PAYBACK<sup>®</sup> App. The Participant's J&J Points balance or Location Points balance must be greater than or equal to the point value associated with the item they seek to redeem. Upon redemption of J&J Points or Location Points for any promotional item(s), the redeemed number of J&J Points or Location Points will be deducted from Participant's account(s). For the avoidance of doubt, all Payback Locations are Participating Locations (but not all Participating Locations are Payback Locations). A "Payback Location" means a Participating Location that has elected to allow Participants to redeem points for match play or other promotional items identified by the applicable Payback Location, details of which are available on the Player PAYBACK<sup>®</sup> App. A list of Payback Locations can be found by visiting <https://www.jjventures.com/gaming/player-payback/>.

6. **Prizes, Prize Values, and Collecting Prizes.**

- (a) By entering the Program, Participants are eligible, from time to time, to earn (i) Location Point(s) from a Participating Location upon completion of a Location Check-In at such Participating Location and (ii) J&J Point(s) upon completion of J&J Play at a Participating Location. Location Points can be redeemed only at the Participating

Location where they were earned, details regarding availability and associated value are available on the Player PAYBACK® App. J&J Points can be redeemed for J&J promotional items, details regarding availability and associated value are available on the Player PAYBACK® App. J&J POINTS AND LOCATION POINTS HAVE NO CASH VALUE. Participant is solely responsible for any taxes on any item redeemed. From time to time, Location Points can be used toward entries into a Sweepstake, as set forth in the applicable Schedule. A Participant's chances of winning any Sweepstakes is determined entirely by the number of valid entries in such Sweepstakes.

- (b) Participants will automatically earn up to three (3) free gifts of nominal value from J&J for their first three (3) successful Location Check-Ins at each Participating Location. The free gift will be available for collection from the Participating Location where the eligible Location Check-In takes place.
- (c) For items being collected in person, there are no shipping or handling fees or charges associated with collecting the item. All items acquired by redeeming Location Points may be collected at the Participating Location for which the Location Points are redeemed.
- (d) J&J is responsible for the shipping and handling fees or charges associated with promotional items being shipped directly to the Participant after redemption by the Participant using J&J Points. Participant should refer to the Schedule for details regarding the redemption or collection of any prize associated with a Sweepstakes.
- (e) All offers, awards, and prizes are subject to availability and may be changed by Sponsors at any time without notice. Sponsors may terminate the Program, or any Sweepstakes, in whole or in part at any time, with or without notice, or as otherwise allowed by law. If the Program is terminated, all unredeemed points will be forfeited without any obligation or liability. These Official Rules supersede all previous terms and conditions applicable to loyalty programs with Tap Room Gaming, LLC. Except as otherwise expressly prohibited or limited by applicable laws, Sponsors may at any time amend, modify, or supplement these Official Rules, the Schedule, the structure for earning J&J Points or Location Points, with or without notice, even though such change may affect the value of J&J Points or Location Points or the ability to obtain certain prizes or awards. Participants are responsible for remaining knowledgeable of the Official Rules, the Schedule and any changes. Your continued participation will constitute your acceptance of any such changes to the Program or any Sweepstakes.

7. **Eligibility.** The Program, and any Sweepstakes, is open to all legal residents of the United States of America who are twenty-one (21) years or older at the time of enrollment. The Program, and any Sweepstakes, 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 Participating Location and the immediate family members of each employee are not eligible to check-in at the location where that employee is employed or participate in Sweepstakes sponsored by the location where that employee is employed. However, employees of Participating Locations and their immediate family members are permitted to check-in or participate in Sweepstakes at other Participating Locations. 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 Program or any Sweepstakes.

8. **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 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 a Sweepstakes, Participant grants and authorizes Sponsors to contact Participant regarding the Program, including periodic updates about the Program, J&J announcements and promotions, and announcements and promotions regarding any Participating Location where you have checked-in, via text message, e-mail or regular mail. You 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 you opt out, you authorize Sponsors to send you an email and/or text message confirming your opt out and you will no longer be enrolled in the Program. Participant acknowledges that additional charges from their mobile phone carrier may apply for text messages and Participant consents to same.

9. **Limitation of Liability.** By enrolling in the Program or any Sweepstakes, each Participant agrees that the Sponsors and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotion, fulfillment and marketing agencies, website providers and each of their respective officers, members, managers, directors, stockholders, employees, representatives, designees and agents

are not responsible for (i) any computer, telephone, satellite, cable, network (including, without limitation, the Internet), hardware or software malfunctions, failures, connections or availability; (ii) any technical, mechanical, printing or typographical or other error; (iii) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (iv) any condition caused by events beyond the control of any of Sponsors that may cause the Program or any Sweepstakes to be disrupted or discontinued for any reason; or (v) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, or use of the prize, offer or other reward from participation in the Program or any Sweepstakes. Participant acknowledges and agrees that their Program details (including records of J&J Point and Location Points) may be adjusted to account for any error, malfunction, fraud or misuse of the Program.

10. **Facebook Disclosure.** Although this Program or any Sweepstakes may be advertised on the Facebook pages of the Sponsors or another, neither this Program nor any Sweepstakes is in any way sponsored, endorsed or administered by, or associated with, Facebook. Participants are providing their information to 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 Sponsors and that this Program and any Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook.

#### 11. Miscellaneous.

- (a) By entering, Participants unconditionally agrees to be bound by these Official Rules, any applicable Schedule, and the decisions of J&J, which shall be final. J&J 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) Participants agree that any dispute arising out of this Program or any Sweepstakes 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 BOTH SPONSORS 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."**
- (d) The current Official Rules are available at <https://www.jjventures.com/gaming/player-payback/>. For an additional copy of the current Official Rules, send a self-addressed stamped envelope request to the principal place of business of J&J identified in Section 1 above.

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