



## 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 1500 S. Raney Street, Effingham, Illinois, and all J&J locations, a full list of which, including each applicable principal place of business, can be found by visiting <https://www.jjventures.com/il-gaming/gaming-locations/> (each, a “**J&J Location**” and together with J&J, the “**Sponsors**”), which list is incorporated into and made a part of these Official Rules. This list of J&J Locations will be updated and amended from time to time. J&J Locations may, from time-to-time, elect to extend “**Location Offers**” to Participants as a part of their participation in the Program; however, J&J Locations are not required to extend and not all will extend Location Offers to Participants. Location Offers are exclusive and unique to the J&J Location and are not sponsored by J&J. J&J Locations electing to extend Location Offers and/or Location Points can be found on the J&J Gaming Application (the “**J&J App**”).

2. **Enrollment.** A person may enroll in the Program by visiting a J&J Location and accessing the Player PAYBACK® Rewards Program found on the J&J App by downloading the J&J App on his or her mobile device or tablet or, if available, on the J&J designated iPad at a J&J Location (the “**iPad**”) during normal business hours. Each person who enrolls in the Program is referred to herein as a “**Participant**.” 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. 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 have a valid cell-phone number and are over the age of twenty-one (21). Sponsors reserve the right to deny anyone from participating in the Program or any Sweepstakes (as defined herein) at any time in the 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, and (c) date of birth** (the “**Required Participant Information**”). The Required Participant Information must be accurate and current as of the date of initial enrollment and throughout the Participant’s participation in and use of the Program. A Participant may only enroll once into the Program, thereby creating a single account in the Program which will be used at all J&J Locations.

3. **Program Procedure.** Once enrolled in the Program, a Participant is eligible to earn J&J Points at all J&J Locations and may, from time to time, be eligible to earn Location Points (as defined below) at certain J&J Locations electing to provide Location Points. Participants can redeem J&J Points for items found on the J&J Store located on the J&J App, as more fully set forth below. J&J Points and Location Points are earned as follows:

- a. **Earning Location Points.** Location Points (as defined herein) are unique to each J&J Location and may only be redeemed at the J&J Location where they are earned. Participant may “check-in” while on-site at the applicable Participating Location by signing into the J&J App and completing the check-in process (“**Location Check-In**”). To effectuate a valid Location Check-In through the J&J App, Participant must enable precise location access to the J&J App. Participant will be awarded points unique to the J&J Location where the Location Check-In occurred (“**Location Points**”). Unless otherwise indicated, Participant can earn a minimum of one (1) Location Point for a valid Location Check-In per day per J&J Location which will reset at midnight each day.
- b. **Earning J&J Points.** J&J Points (as defined herein) may be earned across all J&J Locations. Participant will be awarded J&J Points after playing the featured game (“**J&J Points**”) on the J&J App via a random number generator (each, a “**J&J Play**”). J&J Play will be available following a permitted Location Check-In. Participant is permitted one (1) J&J Play every thirty (30) minutes and limited to a total of eight (8) J&J Plays per day across all J&J Locations which will reset at midnight each day.

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. 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. J&J Points and Location Points (collectively the “**Program Benefits**”) are not transferable and may only be used for the benefit of the named Participant to whom the Program Benefits 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 Official Rules, at the sole determination of J&J, all of the disqualified Participant’s Program Benefits may be deemed null and void, not honored or acknowledged and may be grounds for forfeiture of the Participant’s prizes.

4. **Participant Acceptance.** By enrolling in the Program, submitting a Location Check-In, participating in J&J Play, or entering a Sweepstakes, as applicable, each Participant agrees that he or she (A) has read and accepted these Official Rules; (B) has read and accepted the Terms of Use which are available at <https://www.jjventures.com/terms-of-use/> and incorporated by reference and made a part of these Official Rules; (C) has 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 and any Sweepstakes is subject to J&J’s Privacy Policy.

5. **The Program Membership Tiers.** In addition to eligibility for J&J Play, each time a Participant submits a valid Location Check-In, Participant’s account shall be awarded one (1) reward check-in (each, a “**Reward Check-In**”). Participant is eligible to receive one (1) Reward Check-In every thirty (30) minutes with a maximum of eight (8) Reward Check-Ins per day which will reset at midnight each day. Reward Check-Ins accumulate towards a Participant’s Loyalty Tier. The Program has four (4) Loyalty Tiers a Participant may achieve: Member; Insider; Elite; and VIP, with VIP representing the most exclusive tier. A Participant’s tier is based upon the number of Reward Check-Ins earned during the prior quarter:

<b>Qualifying Per Quarter Dates:</b>
January 1 <sup>st</sup> – March 31 <sup>st</sup>
April 1 <sup>st</sup> – June 30 <sup>th</sup>
July 1 <sup>st</sup> – September 30 <sup>th</sup>
October 1 <sup>st</sup> – December 31 <sup>st</sup>

The number of Reward Check-Ins required to achieve each tier and the additional benefits associated with reaching each tier is set forth in detail on the Tiered Player PAYBACK® Exhibit, which may be amended from time to time and is available at <https://www.jjventures.com/il-gaming/player-payback/> and incorporated by reference and made a part of these Official Rules. At the beginning of each quarter, Participant’s Reward Check-Ins will reset to zero (0), and Participant’s status will be based on the number of Reward Check-Ins earned during the prior quarter.

6. **Entering Location Giveaway (where applicable).** From time to time, J&J and/or a J&J 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 J&J Location. Each Sweepstakes will be governed by the terms of the associated Schedule and these Official Rules (together with an associated Schedule, 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 J&J Location will decide 1 of 3 ways for Participants to enter the Drawing, as set forth on the Schedule:

a. **Option 1.** Participant will redeem Location Points for an entry into the Sweepstakes. J&J 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.** Each Participant who completes a check-in for the Program during the Entry Period will be automatically entered into the drawing. J&J 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.** Participant 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.

7. **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.**

8. **Redemption.** Participant will have the opportunity to redeem (a) J&J Points for J&J promotional items, details of which are available on the J&J App, and (b) Location Points for free or match play (see the respective J&J Location for details regarding any such offer) or other promotional items identified by the J&J Location, details of which are available on the J&J App. Participant's J&J Points balance or Location Points balance must be greater than or equal to the point value associated with the item sought to be redeemed. 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 balance.

9. **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 J&J Location upon completion of a Location Check-In at such J&J Location, and (ii) J&J Point(s) upon completion of J&J Play at a J&J Location. Location Points can be redeemed only at the J&J Location where they were earned, details regarding availability and associated value are available on the J&J App. J&J Points can be redeemed for J&J promotional items, details regarding availability and associated value are available on the J&J 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. 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 J&J Location for which the Location Points are redeemed.
- c. 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.
- d. All offers, awards, and prizes are subject to availability and may be changed by the Sponsors at any time without notice. The 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, the Sponsors may at any time amend, modify, or supplement these Official Rules, the Schedule, the structure for earning J&J Points or Location Points, the Tiered Player PAYBACK® Exhibit, 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. Continued participation constitutes acceptance of any such changes to the Program or any Sweepstakes.

- e. Participant's failure to complete a valid Location Check-In for a continuous period of six (6) months will result in expiration of any and all accrued J&J Points by Participant.
- f. Participants enrolled in the Program prior to September 15, 2024 may transfer their Program Benefits to the J&J App if Participant enrolls in the Program through the J&J App by or before December 31, 2024. The failure to enroll in the Program through the J&J App by or before December 31, 2024 will result in forfeiture of Program Benefits.

10. **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 this criterion, regardless of whether such patron has or intends to play a Video Gaming Terminal. Employees of a 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.

11. **Use of Disclosed Information.** Information transmitted to the Sponsors will be subject to J&J's Privacy Policy. Except where prohibited by law, enrollment into the Program 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, a Participant grants and authorizes the Sponsors to contact Participant regarding the Program, including periodic updates about the Program, J&J announcements and promotions, and announcements and promotions regarding any J&J Location where Participant has submitted a Location Checked-In, via push notification, e-mail or regular mail. Participants may opt out of receiving such materials or messages by following the opt-out instructions set forth in the J&J App or the applicable e-mail. If Participant opts out, Participant authorizes Sponsors to send an email and/or push notification confirming the opt out. Participant's election to opt-out of push notifications will limit Participant's ability to engage in the Program.

12. **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 the 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 his or her Program details (including records of Program Benefits) may be adjusted to account for any error, malfunction, fraud or misuse of the Program.

13. **Social Media Disclosure.** Although the Program or any Sweepstakes may be advertised on the Facebook pages, X (formerly known as “Twitter”) accounts, Instagram accounts, YouTube channel or other social media platforms of the Sponsors or another, neither the Program nor any Sweepstakes are in any 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. By entering, Participants provide a complete release of Facebook, X, Instagram, YouTube or other social media platforms from any and all responsibilities implied or provided by Sponsors and that the Program and any Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, X, Instagram, YouTube or other social media platforms.

14. **Platform Disclosure.** Although the Program or any Sweepstakes may be facilitated on and through an application downloaded from the Google Play or Apple App Store and onto an Apple or Android device, neither the Program nor any Sweepstakes are in any way sponsored, endorsed, or administered by, or associated with, Apple, Google, or any other cellular device manufacturer. Participants are providing their information to Sponsors and not to Apple, Google, and/or any other cellular device manufacturer in connection with his or her participation in the Program and/or any Sweepstakes.

15. **Miscellaneous.**

- a. By entering, Participants unconditionally agree 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. Sponsor is not responsible for technical or application malfunctions resulting in lost or unaccounted for Location Check-Ins, Reward Check-Ins, J&J Points, and/or Location Points.
- c. 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.
- d. Participants agree that any dispute arising out of the 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.”**
- e. 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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