

OFFICIAL GIVEAWAY RULES ("Official Rules")

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING.

- **1. Sponsorship**. The 95th Anniversary Sweepstakes, this "Giveaway", is sponsored by J&J Ventures Gaming, LLC ("J&J" or the "Sponsor"), with its principal place of business located at 1500 S. Raney Street, Effingham, Illinois (the "Main Office").
- 2. Program Procedure and Enrollment. Participants may enter this Giveaway through an On-Site Entry via a Player PAYBACK® kiosk (an "Entry"). Participants may be required to present valid, government-issued photo identification for proof of age. Each person who enrolls in this Giveaway is referred to herein as a "Participant." Sponsor reserves the right to deny anyone from participating in this Giveaway at any time in Sponsor's sole discretion and without recourse. In connection with initial enrollment in the Sponsor's Player PAYBACK® Program (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"). Each subsequent Entry, Participants will be required to provide a telephone number on the Player PAYBACK® kiosk. 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 permitted one Entry (as defined below) per day with the possibility to earn Bonus Entries as set forth below. Each Participant is limited to creating one (1) account for the Program which shall be used for all of the Participant's Entries.
- 3. ENTRY: Entries will only be accepted from 12:00 AM (CST) on May 15, 2024 through 11:59 PM (CST) on June 30, 2024 (the "Entry Period"). Participants may enter the Giveaway on a Player PAYBACK® kiosk located near the gaming area at a participating Program Location (a "Participating Program Location"). Participants are automatically entered into the Giveaway upon completion of a valid "Check-In" on the Player PAYBACK® kiosk by entering their phone number during the Participating Program Location's normal business hours ("Check-In"). A Participant is limited to one (1) Entry per day on the Player PAYBACK® kiosk despite the number of Checks-Ins a Participant has on multiple Player PAYBACK® kiosks in one day.
- **4. BONUS ENTRY**: Each time a Participant completes an Entry into the Giveaway, the Participant may qualify for an automatic Bonus Entry(ies) into the Giveaway as determined by the Participant's reward level status in the Program as of March 31, 2024 ("Bonus Entry/Entries"):
 - a. Non-reward level status (a "Member") does not qualify for Bonus Entries;
 - b. Insider Level qualifies for one (1) additional Bonus Entry;
 - c. Elite Level qualifies for two (2) Bonus Entries; and
 - d. VIP Level qualifies for three (3) Bonus Entries.
- Participant Information is accurate at the time of each Entry. No third party (including an employee of the Sponsor) may enter this Giveaway on behalf of a Participant. 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 this Giveaway. Moreover, if a Participant fails to comply with these Official Rules, at the sole determination of J&J, all of Participant's Entries may be deemed null and void, not honored or acknowledged, and may be grounds for forfeiture of Participant's prize(s). By entering this Giveaway, each Participant agrees that (A) they have read and accepted these Official Giveaway Rules; (B) they have read and accepted the Sponsor's 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. Sponsor is not responsible for lost, late, corrupted, or misdirected entries, whether due to technical or computer malfunctions or otherwise.



- **6. NO PURCHASE NECESSARY.** NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. FURTHER, A PURCHASE (INCLUDING, WITHOUT LIMITATION, ANY PRODUCT, GOOD OR SERVICE SOLD BY THE SPONSORS OR A PARTICIPATING PLAYER PAYBACK® LOCATION) WILL NOT IMPROVE A PARTICIPANT'S CHANCES OF WINNING WITH AN ENTRY.
- 7. **Drawing.** The drawing will be conducted by a representative of J&J and will take place at J&J's Main Office on July 1, 2024 (the "<u>Drawing Date</u>"). An employee of J&J shall contact the winners via telephone within 48 hours of the Drawing Date (the "Notification Date"). Prior to J&J mailing each Prize (as defined below), the winner must provide J&J with (a) a completed "Affidavit of Eligibility Release and Prize Acceptance Form", (b) the information required to complete Form 1099-MISC, and (c) a completed W-9 (collectively the "<u>Winning Requirements</u>"). The failure to provide the Winning Requirements within three (3) days of the Notification Date shall result in the winner forfeiting the prize, and a secondary drawing may occur at a date and time decided upon by the Sponsor.
- 8. Prizes, Prize Values, Odds of Winning and Collecting Prizes.
 - a. **Prizes**. At the end of the Giveaway, all Entries and Bonus Entries will be combined and two (2) Participants from each level of the Program will win a prize ("the Prize"). The Prize amounts will increase for each reward level tier. Two (2) Members will receive \$2,500. Each winner that is of "Insider" level status will receive \$10,000. Each winner that is of "Elite" level status will receive \$15,000. The two (2) winners that are of "VIP" level status will receive \$20,000.
 - b. J&J will mail each Prize to the winner in the form of a check made payable to the winner and sent via certified mail to the address provided by the winner when notified by J&J.
 - c. A Participant is not eligible to win more than one Prize.
 - d. The odds of winning depends entirely on the number of Entries made during the Entry Period, as applicable.
- 9. Eligibility. This Giveaway is open to all natural persons who are (a) residents of the fifty (50) United States (excluding residents of New York, Florida and Rhode Island); (b) are enrolled in the Program; (c) have a valid phone number; and (d) at the time of entry, are at least twenty-one (21) years of age. Participants do not have to play or intend to play a Video Gaming Terminal to enter or win. Owners and their immediate family members of a licensed establishment that has entered into a Terminal Placement Agreement with J&J are ineligible to participate in the Giveaway. Employees and immediate family members of employees of locations where a Player PAYBACK® kiosk is locate are not eligible to enter at the location where the employee is employed. Employees and their immediate family members are permitted to enter at other locations where a Player PAYBACK® kiosk is located. An "immediate family member" is defined to mean spouse, parent, grandparent, child or sibling. In-laws are not considered to be immediate family members. Further, as applicable, employees of J&J, its affiliates, licensees, franchisees, advertising and promotional agencies are not eligible to participate in this Giveaway.
- 10. 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 this Giveaway, Participant grants and authorizes Sponsor to contact Participant regarding the Program or this Giveaway, including periodic updates about the Program, J&J announcements and promotions, and announcements and promotions regarding any Participating Program Location where Participant has Checked-In via text message, email 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 this Giveaway. Participant acknowledges that additional charges from their mobile phone carrier may apply for text messages and Participant consents to same.





11. Social Media Disclosure. Although the Program or this Giveaway may be advertised on the Facebook pages, X (formerly known as Twitter) accounts, Instagram accounts, YouTube channel or other social media platforms of the Sponsor, neither the Program nor this Giveaway is 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 Sponsor and not to Facebook, X, 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, X, Instagram or YouTube from any and all responsibilities implied or provided by the Sponsor and that the Program and this Giveaway are in no way sponsored, endorsed or administered by, or associated with, Facebook, X, Instagram or YouTube.

12. Miscellaneous.

- (a) By entering this Giveaway, Participant unconditionally agrees to be bound by these Official Rules and the decisions of J&J, which shall be final. J&J reserves the right to disqualify any Participant who, in its sole opinion, tampers with the entry process, violates these Official 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) For each of the Prizes, the Internal Revenue Service (IRS) requires Form 1099-MISC for U.S. residents for each winner who receives a prize if the amount of the prize is \$600 or more. The winner must provide J&J with the required information in order for J&J to complete Form 1099-MISC. Additionally, J&J will send the winner a W9, which must be completed and returned to J&J for the winner to receive the Prize. Any winner who fails to promptly (i.e., within three (3) business days) provide information sufficient to complete Form 1099-MISC and does not send J&J a W9, including, without limitation, their social security number, shall forfeit any and all rights to the Prize. Each winner is solely responsible for reporting and paying all applicable federal, state and local taxes related to the prize. Prizes are non-transferable.
- (d) Sponsor and, as applicable, the employees, officers, directors, shareholders, agents, and representatives of the Sponsor, its 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 either Sponsor that may cause this 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 this Giveaway; or (iv) any printing or typographical errors in any materials associated with this Giveaway.
- (e) J&J reserves the right, at its sole discretion, to suspend, modify or terminate this Giveaway (or portion thereof) for any or no reason, including if J&J determines that any portion of this Giveaway is compromised for any reason, and, if terminated, at the J&J's discretion, J&J may select the potential winner(s) for the drawing(s) at issue from all non-suspect, eligible entries received for the applicable drawing(s) prior to action taken.
- (f) Participants agree that any dispute arising out of this Program or this 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 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."
- (g) For the name of the winner or an additional copy of the Official Rules, send a self-addressed stamped envelope request to J&J's Main Office.





(h) Any inquiries or questions regarding this Giveaway may be sent by regular mail to GIVEAWAY at J&J's Main Office.

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