



# 2018 TOURNAMENT OF CHAMPIONS®

## CONTEST INFORMATION AND OFFICIAL RULES

Please read these Official Rules and Regulations (these "Official Rules"). Participation in the *Tournament of Champions®* Tournament (the "Contest") constitutes your full and unconditional agreement to and acceptance of these Official Rules and represents that you satisfy all of the eligibility requirements set forth below. This Contest consists of two phases: (i) the Qualifying Rounds; and (ii) the Contest Championship Tournament.

**CONTEST IS VOID WHERE PROHIBITED.**

### 1. SPONSOR

The Sponsor of the Contest is Everi Games Inc., a Delaware corporation ("Sponsor"). The Sponsor's address is 206 Wild Basin Road South, Austin, Texas 78746.

### 2. CONTEST QUALIFICATION; OVERVIEW; RULES OF CONDUCT

Qualification into this Contest consists of participating Casinos (the "Casino(s)") throughout the United States and their eligible Casino patrons and other individuals selected at the sole discretion of Sponsor (collectively the "Players"). With support from Sponsor, Casinos will host electronic gaming machine tournaments on tournament enabled electronic gaming machines featuring Sponsor's Tournament® gaming system (the "Qualifying Event(s)"). A winning Player from each Casino will win a "Qualifying Event Prize" in accordance with the official rules of each Casino. Additional Qualifying Event Prize packages can also be purchased by each Casino from Sponsor and awarded to individuals, by mutual agreement of Sponsor and the Casino. All Players and other individuals that enter into this Contest are collectively referred to herein as "Entrants." Additionally, Sponsor reserves the right to award additional Qualifying Event Prizes to other Entrants by other means, including via a Sponsor sponsored Qualifying Event and/or an online method (the "Online TE"). All Entrants awarded with a Qualifying Event Prize are collectively referred to herein as "Finalists."

The Qualifying Event Prize consists of the following: (a) non-transferable, economy, round-trip airfare for the Finalist plus one (1) guest (the "Travel Guest") (such airfare for both passengers combined not to exceed US\$800.00 (the "Air Travel Allowance")); (b) a 3-night stay in a double occupancy hotel room in Las Vegas, Nevada; and (c) an opportunity to compete against other Finalists in the Contest Championship Tournament in Las Vegas, Nevada on October 10, 2018 for the Grand Prize, as further described below. The Air Travel Allowance can only be used to purchase airline tickets. Travel Guest must be of the age of majority in his or her state of residence. The Finalist shall be responsible for any airfare costs over US\$800.00. Finalist will not receive the difference between actual airfare costs and the Air Travel Allowance. Finalists and Travel Guest must travel on a date determined by Sponsor in its sole and absolute discretion, which dates are expected to be arriving on October 9, 2018 and departing on October 12, 2018, or on other dates designated by Sponsor, or the Qualifying Event Prize may be forfeited. Finalist must have their travel booked with Sponsor's travel agent by or before September 15, 2018. Failure to book travel by the aforementioned deadline or to appear at the Contest Championship Tournament on the dates and at the times designated by Sponsor will result in forfeiture of any and all prizes and disqualification from the Contest Championship Tournament, all as determined by Sponsor in its sole and absolute discretion. In the event of forfeiture, no compensation will be provided. Finalist and Travel Guest must travel on the same itinerary and each must sign any travel/liability release prior to ticketing. In order to attend the Contest Championship Tournament, Travel Guest must agree to sign such release and to be videotaped, photographed, streamed, and recorded by Sponsor Parties. Once travel is booked, each Finalist shall be responsible for all other travel related expenses and change requests, including but not limited to: (1) any airfare cancellations and associated fees; (2) any changes to the travel itinerary and associated fees; and (3) any changes to Travel Guest names and associated fees. Taxes, meals, gratuities, travel upgrades, airline baggage fees, transportation fares, and any other expenses not specifically listed herein are the responsibility of the Finalist and Travel Guest. Any and all hotel incidentals are the sole responsibility of the Finalist. A valid credit card must be presented to the hotel for such incidentals, unless other arrangements can be made by the Finalist. Sponsor agrees to provide the Finalist with a US\$500.00 food and beverage credit, in a form and manner to be solely determined by Sponsor. Any lost credit is forfeited. Sponsor is not liable for delays, cancellation, or unforeseen events related to the flights. Finalist and Travel Guest will be solely responsible for obtaining valid identification relating to use of the Qualifying Event Prize. In the judgment of Sponsor, if air travel is not required due to Finalist's proximity to Las

Vegas, ground transportation will be substituted for roundtrip air travel at Sponsor's sole and absolute discretion. It shall be the Finalist's sole responsibility for obtaining such ground transportation, including, but not limited to, obtaining a rental vehicle to and from Las Vegas. If air transportation is substituted, then Finalist will only be reimbursed for actual, documented, out-of-pocket ground transportation expenses upon presentation to Sponsor of actual receipts. Finalists must also be able to provide appropriate valid identification and credit card information based on applicable rental agency requirements. Finalists shall be responsible for any ground transportation costs over US\$800.00 and shall not receive a credit for any unused portion thereof. Finalist shall be solely responsible for any ground transportation costs incurred in Las Vegas, including, but not limited to, rental vehicle expenses and associated fuel charges. Sponsor will not replace any lost or stolen prize and/or any lost, mutilated, or stolen tickets, travel vouchers, or certificates. Approximate Retail Value of each of the Qualifying Event Prizes is \$2,500.00 (US Dollars), but actual value may vary depending on air flight fluctuations and distance between departure and destination. Finalist will not receive the difference between actual and approximate retail value. Each Player shall be solely responsible for the payment of all taxes associated with the Approximate Retail Value of the Qualifying Event Prize.

All Entrants into the Contest (including Finalists) must conduct themselves in a sportsmanlike manner, maintaining a friendly and polite demeanor to competitors of the Contest and/or Tournament. Any Entrant who engages in unsportsmanlike, disruptive, annoying, harassing, or threatening conduct, who violate these Official Rules, the Tournament Rules, or game play guidelines, who gain an unfair advantage by any means in participating in the Tournament, or who obtains winner status using fraudulent or otherwise improper means, in Sponsor's sole and absolute discretion, will be disqualified, and all associated registrations and game plays will be void.

Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims, or ambiguities concerning these Official Rules, and Sponsor's decisions concerning such disputes shall be final and binding. Sponsor may prohibit an Entrant from participating in this Contest and/or winning a prize if, in its sole and absolute discretion, Sponsor determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of script, macro, or other automated quick entry programs, or any means that subvert the game play process) or intending to annoy, abuse, threaten, or harass any other Entrants or Sponsor's representatives, and all associated game plays will be void.

Cheating will not be tolerated and will be subject to disqualification and to such other penalties determined by Sponsor in its sole and absolute discretion. For purposes of these Official Rules, "cheating" will be defined as follows (all as determined in Sponsor's sole and absolute discretion):

- Breaking the Official Rules, Tournament Rules, or game play guidelines to get an unfair advantage;
- Engaging in fraud, dishonesty, or illegal activity;
- Attempting to tamper with, deliberately damage or corrupt, or otherwise attempting to undermine the legitimate operation of the Contest, the Contest Championship Tournament, any associated web sites, and/or Sponsor's business operations, including without limitation by hacking, deception, and/or other unfair practices, including but not limited to, using automated entry programs and/or devices;
- Annoying, abusing, threatening, distracting, and/or harassing any other Entrant, Sponsor, Sponsor Parties, or Sponsor representative;
- The use of any cheat program and/or map hack program;
- The use of any settings exceeding the standard and permitted settings;
- Unsportsmanlike or disruptive behavior, such as inappropriate and/or unprofessional actions directed towards another Entrant or Contest Championship Tournament official;
- Intending to disrupt or otherwise interfere with the proper conduct of the Contest;
- Intending to defraud Sponsor or Sponsor Parties in any way;
- Receiving outside assistance (including from a third party) during the Contest Championship Tournament;
- Colluding to alter the results of the Contest or intentionally allowing an opponent to win a Contest;
- Illegally manipulating a game or match; and/or
- Giving false or misleading information to Sponsor or Sponsor Parties.

Sponsor may penalize any Entrant who engages in cheating or acts in a way that compromises the integrity of the Contest. The nature and extent of such penalty shall be in Sponsor's sole and absolute discretion and may include disqualification or loss of privilege to participate in any other Sponsor contests or promotions.

Sponsor and the applicable Casino representatives reserve the right to remove or to deny entry to the Contest Championship Tournament and/or the Casino premises to Entrants and/or their Travel Guest who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, distract, or harass any other person during the Contest.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY GAMING MACHINE OR ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES, INCLUDING ATTORNEYS' FEES, FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

### **3. ELIGIBILITY**

Entrants must be twenty-one (21) years of age or older to participate in this Contest, and participants must provide current, valid proof of age. The following individuals are not eligible to participate in or win this Contest: an employee, officer, director, immediate family member (spouse, parent, child, sibling or their respective spouses, regardless of where they reside, or member of the same household, whether or not related) of (1) any participating Casino; (2) of Sponsor and its affiliated companies ("Sponsor Affiliates"); or (3) of any other individuals or companies associated with providing services for this Contest.

All applicable federal, state, and local laws and regulations apply.

No substitute Finalist will be allowed without appropriate prior written approval from Sponsor and the Casino which the Entrant represents in the Contest (the "Home Casino"). In the event that a winning Entrant cannot attend the Contest Championship Tournament, the Home Casino and Sponsor will have sole discretion to determine a substitute Finalist.

Each Finalist can only qualify for the Contest Championship Tournament one time and can only represent one Home Casino. Sponsor reserves the right, in its sole and absolute discretion, to conduct background checks on potential Finalists and their Travel Guest. Failure to comply may result in disqualification of potential Finalists and selection of an alternate Finalist. Sponsor also reserves the right, in its sole and absolute discretion, to disqualify a potential Finalist based on the results of such background check, if the Sponsor determines, in its sole and absolute discretion that awarding this opportunity to such potential Finalist might reflect negatively on Sponsor, the Contest, or the Casino. Factors that may result in disqualification of a Finalist include, without limitation, any Finalist having been convicted of a felony or misdemeanor, or any other criminal or civil offense as determined in the sole and absolute discretion of Sponsor or, if Sponsor determines, in its sole and absolute discretion, that awarding a prize to such individual may reflect unfavorably on the Contest, Sponsor, or the Casino(s).

### **4. THE CONTEST CHAMPIONSHIP TOURNAMENT**

Each Finalist (subject to confirmation) will be eligible to compete in the Contest Championship Tournament, which will be held in Las Vegas, Nevada and is currently scheduled to take place on October 10, 2018 (or on such other date designated by Sponsor in its sole and absolute discretion). Exact time, location, and duration of the Contest Championship Tournament are in Sponsor's sole and absolute discretion.

The Contest Championship Tournament may be videotaped, photographed, streamed, and/or recorded by Sponsor in its sole and absolute discretion. By participating in the Contest Championship Tournament, each Finalist and Travel Guest grants Sponsor and each of its designees the right to videotape, photograph, stream, and record Finalist and its Travel Guest (collectively, "Footage") and to use, exploit, transfer, sell, license, display, create derivative works from, and distribute the Footage and the Finalist's name, voice, photograph, image, bio, statements, and other likeness (collectively, "Likeness"), in the Footage, and separate and apart therefrom, throughout the world, in perpetuity, for any purpose whatsoever, in any and all media now known or hereafter created, including, but not limited to, any and all broadcast and Internet media, including, but not limited to, Sponsor's websites, third party sites, and social networking sites, such as Facebook, Twitter, and YouTube. For the sake of clarity, Footage will be owned by Sponsor, which has the right to use, cut, edit, adapt, reformat, rearrange, combine with other materials, post, stream, copy, and exploit such Footage and all elements embodied therein, including any Likenesses embodied therein, in any and all media now known or hereafter devised worldwide, in perpetuity, for advertising, promotional, trade, and other purposes, without further compensation, notification, or permission, except where prohibited. Contest Championship Tournament participation is subject to supervision and security and other policies designated by Sponsor, and the Contest Championship Tournament site operator, who reserve the right to videotape, photograph, stream, and/or record the Finalist, Travel Guest, or any other third party for any advertising, promotional, trade, or other purpose.

The Contest Championship Tournament rules ("Tournament Rules") will be displayed to the Finalists at the Contest Championship Tournament. The current version of the proposed Tournament Rules is attached as **Exhibit A**; however, the Tournament Rules are subject to change, with approval from the Nevada Gaming Control Board (the "Board"), up until the start of the Contest Championship Tournament. By participating, Finalists agree to abide by and strictly adhere to all game play guidelines, the Tournament Rules, and these Official Rules and the decisions of the Sponsor and Casino officials. All Finalists are responsible for obtaining and reviewing the final Tournament Rules prior to any Contest Championship Tournament play.

## **5. PRIZES FOR THE CONTEST CHAMPIONSHIP TOURNAMENT**

The Finalist who wins the Tournament in accordance with these Official Rules and the Tournament Rules, as determined by Sponsor in its sole and absolute discretion, will be the Grand Prize Winner (the "Grand Prize Winner"). Subject to further verification and compliance with these Official Rules, Grand Prize Winner will receive the Grand Prize, as defined below (the "Grand Prize"), at a place and time to be determined by Sponsor in its sole and absolute discretion. Grand Prize Winner may be required to stay additional days at a location specified by Sponsor (accommodations provided by Sponsor) and participate in certain public relations events, as determined by Sponsor in its sole and absolute discretion. The top ten (10) Finalist payout structure for the Championship Round is as follows:

<b>1st Place: \$1,000,000*</b>	<b>6<sup>th</sup> Place: \$9,000**</b>
<b>2nd Place: \$150,000**</b>	<b>7<sup>th</sup> Place: \$8,000**</b>
<b>3rd Place: \$50,000**</b>	<b>8<sup>th</sup> Place: \$7,000**</b>
<b>4th Place: \$25,000**</b>	<b>9<sup>th</sup> Place: \$6,000**</b>
<b>5th Place: \$10,000**</b>	<b>10<sup>th</sup> Place: \$5,000**</b>

**\*Grand Prize payable in equal installments of \$50,000 per year for 20 consecutive years (the "Annual Payments"), which is equal to the Grand Prize value divided by the 20 years, without interest. Alternatively, the Grand Prize Winner may elect to receive a lump sum payment representing the estimated present value of \$1,000,000 at the time of claim, as determined by Sponsor and in accordance with applicable rules and regulations (the "Lump Sum Payment"). The present value of the Grand Prize will be discounted to the present value of the total periodic payments otherwise due based upon the prevailing prime rate of interest appearing in the Wall Street Journal on the date of the election, to the value necessary to equate to the value of One Million Dollars (\$1,000,000.00) on the date that is twenty (20) years from the conclusion of the Validation Period. The Grand Prize Winner must notify Sponsor in writing of his or her decision to take the Annual Payments or Lump Sum Payment. If the Grand Prize Winner elects to receive the Lump Sum Payment, the Grand Prize Winner must provide such notice to Sponsor within 60 days following the conclusion of the Validation Period. If the Lump Sum Payment is opted for, then Sponsor shall pay the Grand Prize Winner within 15 days of receipt of such notification. If Sponsor has not received written notification from the Grand Prize Winner of his or her intent to take the Lump Sum Payment within 60 days following the conclusion of the Validation Period, then the Grand Prize Winner will be paid in Annual Payments. Additionally, the Sponsor may conduct a reasonable investigation of the Grand Prize Winner.**

**\*\*Prizes awarded to 2nd Place through last place are collectively referred to herein as "Consolation Prizes." Sponsor may substitute a prize of comparable value for any Consolation Prize. For example, prize amounts for the Consolation Prizes may be awarded through a gift card (e.g., Visa gift card), as shall be determined by Sponsor in its sole and absolute discretion. The Grand Prize Winner and other prize winners will be referred to herein each as a "Prize Winner" or collectively as "Prize Winners." All costs and expenses not specified herein related to any prize, including but not limited to delivery, installation, service activation fees, and other expenses incurred by accepting the prize, are the sole responsibility of the Prize Winner.**

ALL FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNERS. Prize Winners will receive a 1099 tax form, when applicable, provided by Sponsor.

As a condition of accepting a prize, each Prize Winner may be required to appear at a place and time to be determined by Sponsor in its sole and absolute discretion, and must have a valid checking or savings account in place in order to accept a prize.

Each Prize Winner will be required to complete and submit documents, including an Affidavit of Eligibility and Liability/Publicity release and rights transfer document and/or appropriate tax forms, to receive the prize within the time

frame designated by Sponsor. Failure to return such documents in the time frame designated by Sponsor may result in forfeiture of the prize.

If any potential Prize Winner refuses to execute the required documents or rejects his/her prize (or any part thereof), or in the event of noncompliance with these Official Rules or Contest requirements, the prize will be forfeited and may be awarded to the next runner-up. In the event of prize forfeiture, no compensation will be given.

**Only one Grand Prize will be awarded.** Prizes are not transferable. No substitutions or exchanges of any prize will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for any prize.

The Grand Prize, the Consolation Prizes, and all parts thereof are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose), except where prohibited by law.

As a condition of accepting a prize, Prize Winners consent to the use by Sponsor and each of its designees of their name, voice, photo and/or other likeness, biographical information, address, winning entry, and statements attributed to winner, if true, for advertising and promotional purposes throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

## **6. COLLECTION OF INFORMATION**

Sponsor will be collecting personal data about Entrants, in accordance with Sponsor's Privacy Policy available at <http://www.everi.com/privacy-policy/> (the "Privacy Policy"). By entering the Contest, Entrants hereby consent to the collection, use, and processing, as set forth in the Privacy Policy, by Sponsor of Entrant's personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

## **7. GENERAL RELEASE**

By entering the Contest, Entrants accept and agree to be bound by these Official Rules, the Tournament Rules, the rules of the Home Casino and Contest Championship Tournament site operator, and the decisions of the Sponsor, and the applicable Home Casinos. Additionally, by entering this Contest, Entrants agree to release, discharge, indemnify, and hold harmless Sponsor, the Casinos, and their respective advertising and promotions agencies, and any of their parent companies, subsidiaries, affiliates, directors, officers, employees, members, professional advisors, and agencies (collectively, the "Released Parties" or "Sponsor Parties") from: (i) any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement, right of publicity, or any other intellectual property-related cause of action, whether intentional or unintentional, whether under a theory of contract, tort (including negligence), warranty, or other theory; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of the prize or of the acceptance, possession, or use of the prize, or from participation in the Contest, including, without limitation, property damage, personal injury, and/or death that may occur in connection with preparation for, travel to, or participation in Contest, or possession, acceptance, delivery, mis-delivery, use, misuse or inability to use a prize, or participation in any Contest-related activity; and (iii) any printing, typographical, or technical errors in any materials associated with the Contest. Sponsor's decisions in all respects relative to the Contest are final. Sponsor reserves the right, in its sole and absolute discretion, to cancel, modify, or suspend the Contest in whole or in part, in the event of virus, bugs, non-authorized human intervention, fraud, technical or other difficulties, or causes that corrupt or affect the administration, security, fairness, or proper conduct of the Contest, or if the integrity of the Contest is compromised, without liability to the Entrant.

## **8. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES**

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND USE OF THE GAMING MACHINE AND/OR WEBSITE, OR TRAVEL ASSOCIATED WITH THE CONTEST, WHICH IS AT ENTRANT'S OWN RISK. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, EXEMPLARY, PUNITIVE, PERSONAL INJURY/WRONGFUL DEATH, SPECIAL, INCIDENTAL, INDIRECT, OR OTHER CONSEQUENTIAL DAMAGES, OR FOR ANY DIRECT DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason or if a Released Party is otherwise found to be liable to an Entrant in any manner, then the aggregate liability for all claims under such circumstances for liabilities shall not exceed the greater of: (i) the Entrant's out-of-pocket costs of entering and participating in this Contest, but in no event attorneys' fees; and (ii) five hundred dollars (US\$500.00).

## **9. DISPUTES; GOVERNING LAW AND JURISDICTION**

The Parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Venue for such arbitration proceedings will be in Clark County, Nevada. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters that are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in Clark County in the State of Nevada. The parties agree not to raise the defense of forum non conveniens. Void where prohibited by law.

## **10. MISCELLANEOUS**

If, but only to the extent that, any provision of these Official Rules is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provision, it being the intent and agreement of the parties that these Official Rules shall be deemed amended by modifying such provision to the minimum extent necessary to make it legal and enforceable while preserving its intent. It is the specific intent and request of the parties that the court, arbitrator, or other adjudicative body called upon to interpret or enforce these Official Rules modify such provision to the minimum extent necessary so as to render it enforceable. If such amendment is not possible, another provision that is legal and enforceable and achieves the same objectives shall be substituted therefor. If the remainder of these Official Rules is not affected by such declaration or finding and is capable of substantial performance by the parties, then the remainder shall be enforced to the extent permitted by law. Sponsor shall not be deemed to have waived any covenant, condition, or agreement to be performed by Entrant unless such waiver is in writing and executed by a duly authorized officer of Sponsor. No waiver by Sponsor of any covenant, condition, or agreement to be performed by the other shall constitute a waiver of such covenant, condition, or agreement on any other occasion or of any other covenant, condition, or agreement. Headings of the sections of these Official Rules are for reference purposes only and do not constitute terms or conditions of these Official Rules, nor shall they limit or affect the terms hereof.

**LAST MODIFIED:** January 8 2018. These Official Rules may be changed at any time, subject to Board approval, without prior notice.

If you think you might have a gambling problem, call the Problem Gambling Helpline at 1-800-522-4700.