

MEMORIAL DAY SWEEPSTAKES

OFFICIAL SWEEPSTAKES RULES

- **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR ODDS OF WINNING.**
- **VOID WHERE PROHIBITED. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.**
- **BY ENTERING THIS SWEEPSTAKES, THE ENTRANT AGREES TO THESE OFFICIAL SWEEPSTAKES RULES AS A BINDING CONTRACT.**
- **THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, INC. (“INSTAGRAM”) OR FACEBOOK, INC. (“FACEBOOK”). BY ENTERING THIS SWEEPSTAKES, YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM OR FACEBOOK.**

1. **Sponsor and Administrator:** MEMORIAL DAY SWEEPSTAKES (“Sweepstakes”) is sponsored and administered by Southland Casino Hotel (“Sponsor”).

2. **General:** By participating in this Sweepstakes, the participant acknowledges and agrees to all these Official Rules. Void where prohibited. Sweepstakes begins on Monday, May 6, 2024, and runs until Tuesday, May 21, 2024 (collectively the “Sweepstakes Period”). The odds of winning a prize depend on total number of eligible entries received during the Sweepstakes Period (each an “Entry”). Sponsor cannot accurately predict the number of entrants who will participate in the Sweepstakes (each an “Entrant”). All times in this Sweepstakes refer to Central Time. By participating, Entrants agree to be bound by these Official Rules and by all decisions of the Sponsor, whose decisions are at its sole discretion and are binding and final. Failure to comply with these rules will result in disqualification from this Sweepstakes.

3. **Eligibility:** The Sweepstakes is open only to legal U.S. residents who are 21 years of age or older as of Monday, May 6, 2024. Employees, officers, directors, managers and members, along with their respective immediate family members, of Sponsor and Delaware North Companies, Incorporated (“DNC”) its affiliates, and any other entities involved in any manner with the marketing, sponsoring, fulfilling or administration of the Sweepstakes (collectively, the “Sweepstakes Entities”), are not eligible to participate or win. The term “immediate family member” includes spouses, parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, step-grandchildren or other family extension, regardless of where they live, and any persons residing in the same residence as the winner at least (3) months per year, whether related or not.

4. **How to Enter:** NO PURCHASE NECESSARY. A purchase will not increase the odds of winning. To enter the Sweepstakes, please visit

<https://www.southlandcasino.com/promotions-events/sweepstakes/> and fill out the

Sweepstakes Entry form during the Sweepstakes Period. Normal Internet access, phone charges and usage charges imposed by your online/ phone service provider will apply. Entrants must include their name, date of birth, phone number, email address and state of residence.

Sponsor reserves the right to reject any Entry that it deems, in its sole discretion; to violate any of these content related requirements. By submitting an Entry (or accepting any prize), each Entrant understands and agrees that their Entry, including individual name may be posted online and further exploited by Sponsor for promotional purposes, without further compensation or review, and will not be returned. Each Entrant represents that the Entry is true and correct, and that he or she is authorized to submit such entry. Sponsor reserves the right to crop or reformat any entry in whole or in part, to be viewable online.

You may be asked to consent to receive promotional emails or offers. This is optional and does not affect your chances of winning a prize in this Sweepstakes. You are NOT required to give consent to receive such emails or offers in order to participate in the Sweepstakes or win any prize. You may opt out of this service at any time by clicking 'unsubscribe' within the email.

Limit of five (5) Entries per person during the Entry Period. More than five (5) Entries as determined by Sponsor in its sole discretion, will result in disqualification of all Entries by such person. Entries that do not conform to or that violate these Official Rules or are submitted in any manner other than stated in these Official Rules will be disqualified. By entering this Sweepstakes, Entrants agree to these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this Sweepstakes.

Sponsor is not responsible for, nor assumes any liability for (i) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (ii) any unauthorized access to, or theft, destruction or alteration of Entries at any point in the operation of this Sweepstakes; (iii) any miscommunications related to this Sweepstakes; or (iv) any incorrect or inaccurate capture of information, or the failure to capture any information.

Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein and to disqualify any individual who tampers with the entry process.

Sponsor is not responsible for late, incomplete, or invalid Entries, which will be disqualified. Each entry must be manually key stroked and entered by the Entrant. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated entries will be accepted.

Entrants further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes.

ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY VIOLATE CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

5. **Determination of Winner:** At the conclusion of the Sweepstakes Period, one (1) winner will be selected. Winner will be selected at random from all eligible Entries. The winner will be notified by phone and/or email on Wednesday, May 22, 2024. The Sponsor's decisions are final, binding and conclusive on all matters related to the Sweepstakes. If a winner is not responsive within twelve (12) hours of initial notification or in the event of non-compliance with any of these requirements, the prize will be forfeited, and an alternative winner will be chosen. Up to two alternative winners will be selected.

6. **Prizes:** One (1) prize will be awarded at the conclusion of the Sweepstakes Period. The prize will consist of a one night stay for the winner and one guest at Southland Casino Hotel (check-in on Sunday, May 26, 2024, and checking out the morning of Monday, May 27, 2024), \$100.00 of Free Play, and \$150 in food credit (collectively the "Prize"). In order to access, the \$100 of Free Play aspect of the prize the winner must sign up for a free Lucky North Club membership. The membership may be cancelled by the winner at any time. If the winner elects not to sign up for a Lucky North Club membership the \$100 Free Play portion of the prize will be withheld. In order to check into the hotel room winner must present at check in a valid credit or debit card for all incidental charges associated with the room. All expenses not specifically mentioned herein are not included and are solely the winner's responsibility, including, without limitation, any costs associated with the winner traveling to and from Southland Casino Hotel. Sponsor reserves the right to substitute or award an alternative prize of approximate value with no further obligation to the winner. The estimated value of the Prize is \$449. The Prize cannot be exchanged for cash and there are no substitutions. Transfer of the Prize is prohibited unless approved by Sponsor. All taxes and all other expenses, costs or fees, including parking and transportation, associated with the acceptance and/or use of a prize are the sole responsibility of the winner. The winner must present valid government-issued identification and provide taxpayer identification information. Sponsor may require additional verification of identity. Sponsor reserves the right to substitute a similar prize of equal or greater value at its sole discretion.

7. **Disclaimer and indemnity:** By submitting an Entry, each Entrant waives, discharges and fully releases the Sweepstakes Entities, along with such entities' respective officers, directors, managers, members and employees (the "Released Parties") from any and all liability, injury, damage, or loss that may occur, directly or indirectly, in whole or in part, from or in connection with participation in the Sweepstakes or from the receipt or use of the Prize or from any activity related to the receipt or use of any prize. The Released Parties are not responsible for (a) any inaccurate entry information, or for any faulty electronic data transmissions; (b) any

unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes or for any miscommunications or for the inaccurate capture of information, or the failure to capture any information; (c) any technical failures or malfunction of any kind in operation or transmission or communications line failure, regardless of cause, with regard to any equipment, software, systems, networks, lines, satellites, servers, computers or providers; (d) inaccessibility of the Internet or any website of any kind, including any failure of any electronic entry to be received on account of technical problems or traffic congestion; or (e) any injury or damage to any computer, phone, or tablet device which may be related to or resulting from any attempt to participate in the Sweepstakes or access or download any materials relating to the Sweepstakes or the Sponsor's website. Without limiting the generality of the foregoing, none of the Released Parties assumes any responsibility or liability for (a) damages, losses or injury resulting from acceptance or use of the Prize and (b) a lost, stolen, late, misdirected, misprinted, damage, or delayed prize notification and/or prize.

EACH ENTRANT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR CLAIMS, INJURIES, CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, WRONGFUL DEATH, PERSONAL INJURY INFRINGEMENT, ARISING OUT OF OR RELATED, IN WHOLE OR IN PART, TO (1) PARTICIPATION IN THE SWEEPSTAKES OR ANY SWEEPSTAKES-RELATED ACTIVITY, (2) FROM ITS BEACH OF THE REPRESENTATIONS AND WARRANTIES IN THESE RULES, OR (3) FROM ENTRANT'S POSSESSION, ACCEPTANCE, RECEIPT OR USE/MISUSE OF THE PRIZE, IN EACH INSTANCE WHETHER UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND, FURTHER EACH ENTRANT AGREES TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY LIABILITY OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING IN CONNECTION WITH THE FOREGOING. Released Parties are not responsible for any inability of any winner to accept or use the prize (or any portion thereof) for any reason.

8. **Internet:** If for any reason, the Sweepstakes is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity of the game or Sweepstakes, the Sponsor reserves the right in its sole discretion to disqualify any individual it believes has tampered with the Sweepstakes, and/or cancel, terminate, modify or suspend the Sweepstakes. The Sponsor, DNC and their respective parent companies, subsidiaries, and affiliates, and the officers, directors, agents and employees of any of the foregoing (i) assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alternation of, Entries, (ii) are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or provider, computer equipment, software, failure of any email to be received by the Sponsor on account of technical

problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to the participant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes. If there is a dispute as to the identity of an online Entrant, the prize will be awarded to the authorized account holder of the email address, as determined by Sponsor in its sole discretion.

9. **Disputes/Choice of Law:** Except where prohibited, each Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Erie County, New York (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. New York law, without reference to New York's choice of law rules, governs the Sweepstakes and all aspects related thereto.

10. **Privacy:** The information Entrants provide to Sponsor will be maintained and used in accordance with Sponsor's Privacy Policy and these Rules located at <https://www.southlandcasino.com/privacy-policy/>

11. **Publicity:** By submitting an Entry or accepting a prize, where permitted by law, each Entrant grants to Sponsor (and agrees to confirm that grant in writing) and those acting pursuant to the authority of Sponsor the irrevocable right without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter developed, including, but not limited to, the World Wide Web, in perpetuity and throughout the universe, including, without limitation, the Entry and winner's name, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

12. **Winners List:** To request any legally required winner's list, send an email with subject line: "MEMORIAL DAY SWEEPSTAKES 2024" to kdesiderio@delawarenorth.com.

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