

**DELAWARE NORTH “GETAWAY GIVEAWAY” PROMOTION  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PLAY OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. ELIGIBILITY:** The Delaware North “Getaway Giveaway” Promotion (“Promotion”) is open only to legal U.S. residents of the fifty (50) United States and the District of Columbia who are *18 years of age or older (19 years of age or older for Alabama and Nebraska residents)* at the time of participation if the individual is participating in the Promotion at *Daytona Beach Racing & Card Club (Daytona Beach, FL), Finger Lakes Gaming & Racetrack (Farmington, NY), Hamburg Gaming (Hamburg, NY), Jakes’ 58 Hotel and Casino (Islandia, NY) or Orange City Racing & Card Club (Orange City, FL).*

The Promotion is open only to legal U.S. residents of the fifty (50) United States and the District of Columbia who are *21 years of age or older* at the time of participation if the individual is participating in the Promotion at *Mardi Gras Casino & Resort (Cross Lanes, WV), Miami Valley Gaming (Lebanon, OH), Southland Park Gaming & Racing (West Memphis, AR) or Wheeling Island Hotel-Casino-Racetrack (Wheeling, WV).*

Employees, officers and directors of Delaware North Companies, Incorporated (“Sponsor”), its parent, subsidiary, and affiliated companies, advertising, promotion or production agencies, Web masters/suppliers, and their IRS dependents, “Participating Locations” (as defined below), immediate family members (spouse, parents, children, siblings and each of their respective spouses, regardless of where they reside), and individuals residing in their same household (whether or not related) are not eligible to participate. Additionally, any employee of or individual licensed by a state regulatory organization or body that prohibits its employees and/or licensees to participate in this Promotion and, if applicable, immediate family members and/or those living in the same household of any of the foregoing are not eligible to participate. By participating, entrants agree to these Official Rules and the decisions of Sponsor which are final and binding in all respects. Void where prohibited.

**2. PROMOTION OVERVIEW:** Between January 6, 2019 and February 9, 2019 (the “Overall Promotion Period”), the Promotion is offered to eligible individuals at these nine (9) participating locations: Daytona Beach Racing & Card Club (Daytona Beach, FL), Finger Lakes Gaming & Racetrack (Farmington, NY), Hamburg Gaming (Hamburg, NY), Jakes’ 58 Hotel and Casino (Islandia, NY), Mardi Gras Casino & Resort (Cross Lanes, WV), Miami Valley Gaming (Lebanon, OH), Orange City Racing & Card Club (Orange City, FL), Southland Park Gaming & Racing (West Memphis, AR), and Wheeling Island Hotel-Casino-Racetrack (Wheeling, WV) (each a “Participating Location”).

The Overall Promotion Period is divided into five (5) weekly entry periods (each a “Week”) as outlined in Section 4. For each Participating Location one hundred (100) Finalists will be selected in a random drawing each Week (each, a “Weekly Location Drawing”) for a total of five hundred (500) Finalists per Participating Location, as described herein. NOTE: Each Participating Location’s “Overall Promotion Period” and “Week” vary in their starting and ending times, and while each Weekly Location Drawing will occur on a Saturday (during the Overall Promotion Period), the drawing times per Participating Location also vary. Please carefully review all details for the Participating Location in which you wish to

enter. See Section 4.

During the Overall Promotion Period and for each Participating Location, eligible individuals (the “Entrants”) are invited to visit their Participating Location to obtain entry(ies) (each an “Entry”) to enter a Weekly Location Drawing. The Entrants associated with the Entries that are randomly drawn in all of the Weekly Location Drawings shall be deemed “Finalists” and will advance to the Final Drawing (defined below). There are no Finalist prizes associated with this Promotion, however Participating Locations may opt to award Participating Location prizes to Finalists. Any Participating Location Finalist prizes shall be separate from the Promotion and at the sole discretion of the Participating Location. The Entrants associated with the Finalists’ Entries that are randomly drawn in the Final Drawing shall be deemed the winners of this Promotion, as described herein.

**3. HOW TO PARTICIPATE:** A players card is required to participate in the Promotion and can be obtained for free by visiting the players club area at a Participating Location. NOTE: Each Participating Location may have a specific name associated with their players club or players card, however, for the purpose of these Official Rules, all such players clubs and players cards shall be referred to as “Players Club” or “Players Card”.

See below (Section 4) for specific details on how to obtain Entries at your Participating Location in connection with your Players Card. Entrants are allowed to obtain one (1) initial Entry for each “Daily Promotion Entry Period”\* of the Overall Promotion Period and Bonus Entry(ies) (“Bonus Entry” or “Entry”) (if offered by a particular Participating Location) for entry into a Weekly Location Drawing.

\*For the purpose of this Promotion and these Official Rules a “Daily Promotion Entry Period” shall mean the hours in which Entrants can obtain Entries for a particular day.

All Entries are printed. For each Entry you obtain, save it! Lost, stolen or damaged Entries cannot be re-printed for any reason. Next, return to the Participating Location on any Saturday during the Overall Promotion Period, to deposit the Entry(ies) into the designated “Getaway Giveaway” drawing drum. **Entries can only be deposited into the drawing drum on Saturdays during the Overall Promotion Period (and prior to the final Weekly Location Drawing).** Entries must be deposited into the drawing drum PRIOR to a particular Weekly Location Drawing to be eligible for that drawing. For clarity, an Entrant may deposit his/her Entries into the drawing drum on ANY Saturday during the Overall Promotion Period. For example, if an Entrant obtains five (5) Entries during Week 1 and six (6) Entries during Week 2, he/she may deposit all eleven (11) Entries or a portion of them into any subsequent Weekly Location Drawing.

Use of multiple names, email addresses, phone numbers and/or mailing addresses or the manipulation of such information, for the purpose of obtaining more than the stated number of Players Cards or Entries, is prohibited and such persons will be disqualified, all Entries shall be deemed invalid, and any prize won shall be forfeited. In case of a dispute, the name of the individual who is associated with the Players Card used to obtain the Entry shall be deemed the “Entrant”, as long as such person is otherwise eligible and in compliance with these Official Rules.

See below for each Participating Location’s entry and Weekly Location Drawing details.

**4. PARTICIPATING LOCATION DETAILS:** Participating Locations are listed in alphabetical order below. Find your location for entry details.

**Applicable to all Weekly Location Drawings:**

All Weekly Location Drawings will be conducted by authorized representatives from each corresponding Participating Location whose decisions shall be final in all matters related to the Weekly Location Drawings.

Odds of being selected as a Finalist depend upon the number of eligible Entries received for a given Weekly Location Drawing. Entrants need not be present to advance to a Finalist position (i.e. be entered into the Final Drawing).

**Limit one (1) Entry per Entrant/Daily Promotion Entry Period/Participating Location (with the exception of Bonus Entries if offered by a Participating Location).** See below for your Participating Location's entry details.

**Finalist limit: Any one person is limited to being drawn as a Finalist ten (10) times per Weekly Location Drawing.** For clarity: Regardless of the number of Entries submitted for a Weekly Location Drawing, a person can only be named a "Finalist" a maximum of ten (10) times for a particular Week/Drawing. In the case where an individual is drawn more than ten (10) times for a particular Weekly Location Drawing, his/her subsequent Entries drawn (for a Finalist position) will be discarded and an alternate Finalist will be drawn.

At most Participating Locations, Finalists' names will be posted at a designated location on the property (as determined by the Participating Location, in its sole discretion; see Players Club Desk for location information). For Mardi Gras Casino and Wheeling Island Hotel-Casino-Racetrack: (a) On a Monday following a Weekly Location Drawing, visit any Players Club Desk or swipe your Players Club Card at any kiosk to find out if you were selected as a Finalist; and/or (b) on February 9, 2019, Finalists will be posted at a designated location on the property (as determined by the Participating Location, in its sole discretion; see Players Club Desk for location information).

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**Participating Location:**

***Daytona Beach Racing and Card Club***, 960 S. Williamson Blvd, Daytona Beach, FL 32114

**Daily Promotion Entry Period (local time):**

10:00 a.m. – 4:00 a.m. (of the following day) with the exception of the last day of the Overall Promotion Period which shall end at 7:59 p.m. on February 9, 2019.

**How to obtain an Entry for submission into a Weekly Location Drawing:**

During the Overall Promotion Period, visit a Players Card kiosk, access your players account to obtain an Entry at any time during a Daily Promotion Entry Period. Limit one (1) Entry per Daily Promotion Entry Period.

**Bonus Entry opportunity(ies):**

None.

**Entry/Drawing Schedule:**

Week	Starts (local time)	Ends (local time)	Drawing Date to determine Finalist entries
1	01/06/19, 10:00 a.m.	01/12/19, 7:59 p.m.	01/12/19
2	01/12/19, 8:00 p.m.	01/19/19, 7:59 p.m.	01/19/19
3	01/19/19, 8:00 p.m.	01/26/19, 7:59 p.m.	01/26/19
4	01/26/19, 8:00 p.m.	02/02/19, 7:59 p.m.	02/02/19
5	02/02/19, 8:00 p.m.	02/09/19, 7:59 p.m.	02/09/19

**Weekly Location Drawings:**

On each Drawing Date listed above at 12:00 p.m., 2:00 p.m., 4:00 p.m., 6:00 p.m. and 8:00 p.m. (all local time) twenty (20) Finalists will be selected in a random drawing to be held from among all eligible Entries received for this Participating Location prior to each drawing time, for a total of one hundred (100) Finalists per Drawing Date and a total of five hundred (500) Finalists for this Participating Location for the Promotion. Entries deposited on a given Drawing Date will be eligible for all Weekly Location Drawings taking place on that Drawing Date. Once an Entry is drawn as a Finalist, it will not be placed back into the drawing drum. Additionally, all Entries deposited for a given Drawing Date will not carry forward to any subsequent Weekly Location Drawings, however, all Finalists' Entries selected from the Participating Location will be entered into the Final Drawing.

**Participating Location:**

**Orange City Racing & Card Club**, 822-4 Saxon Blvd., Orange City, FL 32763

**Daily Promotion Entry Period (local time):**

10:00 a.m. – 4:00 a.m. (of the following day) with the exception of the last day of the Overall Promotion Period which shall end at 7:59 p.m. on February 9, 2019.

**How to obtain an Entry for submission into a Weekly Location Drawing:**

During the Overall Promotion Period, visit a Players Club kiosk, access your account and print an Entry at any time during a Daily Promotion Entry Period. Limit one (1) Entry per Daily Promotion Entry Period.

**Bonus Entry opportunity(ies):**

None.

**Entry/Drawing Schedule:**

Week	Starts (local time)	Ends (local time)	Drawing Dates to determine Finalist entries
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1	01/06/19, 10:00 a.m.	01/12/19, 7:59 p.m.	01/12/19
2	01/12/19, 8:00 p.m.	01/19/19, 7:59 p.m.	01/19/19
3	01/19/19, 8:00 p.m.	01/26/19, 7:59 p.m.	01/26/19
4	01/26/19, 8:00 p.m.	02/02/19, 7:59 p.m.	02/02/19
5	02/02/19, 8:00 p.m.	02/09/19, 7:59 p.m.	02/09/19

**Weekly Location Drawings:**

On each Drawing Date listed above at 12:00 p.m., 2:00 p.m., 4:00 p.m., 6:00 p.m. and 8:00 p.m. (all local time) twenty (20) Finalists will be selected in a random drawing to be held from among all eligible Entries received for this Participating Location prior to the drawing time, for a total of one hundred (100) Finalists per Drawing Date and a total of five hundred (500) Finalists for this Participating Location for the Promotion. Entries deposited on a given Drawing Date will be eligible for all Weekly Location Drawings taking place on that Drawing Date. Once an Entry is drawn as a Finalist, it will not be placed back into the drawing drum. Additionally, all Entries deposited for a given Drawing Date will not carry forward to any subsequent Weekly Location Drawings, however, all Finalists’ Entries selected from the Participating Location will be entered into the Final Drawing.

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**5. FINAL DRAWING:** Ten (10) potential winners will be selected in a random drawing to be held on or about February 9, 2019, at approximately 10:00 p.m. Eastern Time from among all Finalists’ Entries received for the Overall Promotion Period (from all Participating Locations) by an independent judging organization whose decisions shall be final. Odds of winning a prize shall not exceed 1 in 450 and are dependent on the number of eligible Finalist Entries received per Finalist.

**6. PRIZE DETAILS:**

**Grand Prize (1):** The Grand Prize package consists of one (1) Delaware North Certificate redeemable for: Double-occupancy hotel accommodations at Delaware North’s Lizard Island Resort on Lizard Island, Australia for three (3) nights, three (3) meals daily (all at Salt Water Restaurant) during winner’s stay at the Lizard Island Resort for winner and winner’s one guest; and \$4,420.00 (awarded in the form of a check, payable to winner only) which may be used towards transportation. Grand Prize package also includes the following items fulfilled through the resort: In-room mini fridge restocked daily; use of motorized dinghies, stand-up paddle boards, clear view kayaks and snorkel equipment while on the island (subject to availability). Passport required for international travel. Approximate Retail Value (“ARV”): \$12,757.00. Winner may take a cash alternative of \$10,000.00 in lieu of the prize package.

**First Prize (1):** The First Prize package consists of one (1) Delaware North Certificate redeemable for: Double-occupancy standard accommodations in an Explorer Cabin for two (2) nights at Yellowstone National Park in Wyoming, two (2) breakfasts and two (2) dinners at the resort restaurant for winner and winner’s one guest; and \$1,500.00 (awarded in the form of a check, payable to winner only) which may be used towards transportation. ARV: \$2,876.00. Winner may take a cash alternative of \$2,300.00 in lieu of the prize package

**Second Prize (1):** The Second Prize package consists of one (1) Delaware North Certificate redeemable

for: Double-occupancy standard accommodations for two (2) nights at Gideon Putnam Resort & Spa in Saratoga Springs, New York, two (2) breakfasts and two (2) dinners at the resort restaurant for winner and winner's one guest; and \$1,500.00 (awarded in the form of a check, payable to winner only) which may be used towards transportation. ARV: \$2,781.00. Winner may take a cash alternative of \$2,250.00 in lieu of the prize package.

**Third Prize (1):** The Third Prize package consists of one (1) Delaware North Certificate redeemable for: Double-occupancy standard accommodations for two (2) nights at Tenaya Lodge Resort at Yosemite in Fish Camp, California, two (2) breakfasts and two (2) dinners at the resort restaurant for winner and winner's one guest; and \$1,500.00 (awarded in the form of a check, payable to winner only) which may be used towards transportation. ARV: \$2,700.00. Winner may take a cash alternative of \$2,250.00 in lieu of the prize package.

**Fourth Prize (1):** The Fourth Prize package consists of one (1) Delaware North Certificate redeemable for: Double-occupancy standard accommodations for two (2) nights at The Westin Buffalo in Buffalo, New York, two (2) breakfasts at Patina 250, one (1) dinner at Patina 250, and one (1) dinner at Top of the Falls Restaurant at Niagara Falls for winner and winner's one guest; and \$1,500.00 (awarded in the form of a check, payable to winner only) which may be used towards transportation. Note: Top of the Falls Restaurant at Niagara Falls is a seasonal operation. Winner must travel during its operational season to redeem this portion of the prize. If winner chooses to travel in a season when the restaurant is closed, this portion of the prize shall be forfeited and no substitution or compensation shall be provided. ARV: \$2,480.00. Winner may take a cash alternative of \$2,000.00 in lieu of the prize package.

**Fifth Prize (1):** The Fifth Prize package consists of one (1) Delaware North Certificate redeemable for: Double-occupancy standard accommodations for two (2) nights at Kalaloch Lodge in Forks, Washington, two (2) breakfasts and two (2) dinners at the resort restaurant for winner and winner's one guest; and \$1,500.00 (awarded in the form of a check, payable to winner only) which may be used towards transportation. ARV: \$2,390.00. Winner may take a cash alternative of \$2,000.00 in lieu of the prize package.

**Sixth Prize (1):** The Sixth Prize package consists of one (1) Delaware North Certificate redeemable for: Double-occupancy deluxe room accommodations for two (2) nights at Ridgeline Estes Hotel Estes Park in Estes Park, Colorado, two (2) breakfasts at the resort and two (2) dinners at Latitude 105 for winner and winner's one guest; and \$1,500.00 (awarded in the form of a check, payable to winner only) which may be used towards transportation. ARV: \$2,268.00. Winner may take a cash alternative of \$1,850.00 in lieu of the prize package.

**Seventh Prize (1):** The Seventh Prize package consists of one (1) Delaware North Certificate redeemable for: Double-occupancy deluxe room accommodations for two (2) nights at Skyland or Big Meadows Lodge (as determined by Sponsor, in Sponsor's sole discretion based on winner's choice of travel dates and availability) in Shenandoah National Park, Virginia, two (2) breakfasts and two (2) dinners at the resort winner and winner's one guest; and \$1,500.00 (awarded in the form of a check, payable to winner only) which may be used towards transportation. ARV: \$2,198.00. Winner may take a cash alternative of \$1,850.00 in lieu of the prize package.

**Eighth Prize (1):** The Eighth Prize package consists of one (1) Delaware North Certificate redeemable for: Double-occupancy standard accommodations for two (2) nights at Yavapai Lodge at the Grand Canyon in Arizona, two (2) breakfasts and two (2) dinners at the resort restaurant for winner and winner's one guest; and \$1,500.00 (awarded in the form of a check, payable to winner only) which may be used towards transportation. ARV: \$2,133.00. Winner may take a cash alternative of \$1,850.00 in lieu of the prize package.

**Ninth Prize (1):** The Ninth Prize package consists of one (1) Delaware North Certificate redeemable for: Double-occupancy standard accommodations for two (2) nights at The Lodge at Geneva On-The-Lake in Geneva On-The-Lake, Ohio, two (2) breakfasts and two (2) dinners at the resort restaurant for winner and winner's one guest; and \$1,500.00 (awarded in the form of a check, payable to winner only) which may be used towards transportation. ARV: \$2,100.00. Winner may take a cash alternative of \$1,850.00 in lieu of the prize package.

**Applicable to all prizes: Transportation not included. Winner is solely responsible for coordinating all travel and redeeming the Delaware North Certificate as stated within the terms and conditions as stated on the certificate and these Official Rules.** All Delaware North Certificates are subject to terms and conditions as set by issuer and must be redeemed by February 28, 2020. Accommodations are subject to availability at the time of booking and subject to change. Winner will be required to provide a credit card prior to check-in and is solely responsible for all incidental charges and may be required to sign an additional liability release for the use of the accommodations. Winners are solely responsible for scheduling all travel/accommodations associated with their prize. Restrictions may apply. Air and ground transportation, meals (other than as stated above), gratuities and all other expenses not specified herein as part of the prize are solely winner's responsibility. Winner's guest must be 18 (19 in AL or NE) years of age or older and must complete and return a Liability/Travel Release.

Sponsor assumes no responsibility for canceled, delayed, suspended or rescheduled prize-related activities beyond its control. Winner and his/her guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Winner and guest must have all necessary identification and/or travel documents (e.g. passport or valid driver's license) required for travel.

Limit one (1) prize per household. If a potential winner cannot or does not accept a prize as stated, prize may be forfeited in its entirety. No substitution, cash redemption (other than as stated above) or transfer of prize permitted. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Total ARV of all prizes: \$34,683.00. Any difference between the stated ARV of a prize and the actual value will not be awarded. All prize details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. All federal, state and local taxes, if any, on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided are solely winner's responsibility. Unclaimed prizes will not be awarded. Winners will be issued an IRS 1099 tax form for the ARV of their prize.

**7. GENERAL CONDITIONS: As a condition of entering, Entrants agree: (a) to release and hold**

harmless Sponsor, PepsiCo, Inc., Pepsi-Cola Company and its bottlers, their respective parent, subsidiary and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") and that such Released Parties shall have no liability whatsoever for and against any liability for any injuries, losses or damages of any kind to person(s) including, without limitation, death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Promotion or any Promotion-related activities including, without limitation, travel thereto; and (b) that, except where legally prohibited, such winners grant (and agree to confirm that grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide in perpetuity, and on the Internet and World Wide Web, without notice, review or approval, unless prohibited by law.

Please see the privacy policy located at <https://www.delawarenorth.com/privacy> for details of Sponsor's policy regarding the use of personal information collected in connection with this Promotion. Any communication between Entrant and Sponsor or its agencies regarding this Promotion (e.g. phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. In addition, if you are selected as a winner, your information may also be included in a publicly-available winner's list.

**8. WINNER NOTIFICATION AND VERIFICATION:** Potential winners will be notified by email, phone call and/or mail following the Final Drawing date. Winners will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release within seven (7) days of prize notification. Sponsor is not responsible for suspended or discontinued wireless or online service which may result in a potential winner not receiving a prize notification; nor is Sponsor responsible for any change in Entrant's email address. If required documents are not returned within the required number of days, if a potential winner cannot be verified or is otherwise unable to accept the prize as stated, the prize may be forfeited and an alternate winner selected. Prizes will be shipped within six (6) to eight (8) weeks of winner verification.

**9. LIABILITY LIMITATIONS:** Released Parties are not responsible for lost, late, damaged, misdirected, incomplete or non-delivered Entries/Finalists' Entries; or for interrupted or unavailable satellite, network, server, Internet Service Provider, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, kiosk, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of an Entry or other information or the failure to capture, or loss of, any such information. Persons who tamper with or abuse any aspect of this Promotion or otherwise attempt to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrants or Sponsors' representatives, as solely determined by the Sponsor, will be disqualified. Any use of robotic, automatic, macro, programmed or like methods of submitting an Entry will void all such Entries by such methods, and disqualify any Entrant using such methods. Released Parties are not responsible for



injury or damage to Entrant's or to any other person's computer related to or resulting from participating in this Promotion. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right, at its sole discretion, to suspend, modify or terminate the Promotion, and select the potential Finalists and/or winner(s), as applicable, in a random drawing from all non-suspect, eligible Entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by Entrants, human error, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use of any equipment used for this Promotion. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF RELEASED PARTIES' NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY EQUIPMENT OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**10. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to this Promotion shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed

within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS PROMOTION IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN SPONSOR'S PROMOTION, EACH ENTRANT AND PRIZE WINNER AGREES (AND AGREES TO CONFIRM IN WRITING IF REQUESTED) THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED INCLUDING ANY TRAVEL OR PRIZE ACTIVITY RELATED THERETO, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT OR PRIZE WINNER BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT AND PRIZE WINNER'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

**11. GOVERNING LAW AND JURISDICTION:** By participating, Entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, in Erie County, New York. By participating, Entrants consent to the jurisdiction and venue of the federal, state and local courts located in Erie County, New York.

**12. WINNER'S LIST:** For the names of the winners, send a self-addressed, stamped envelope to: Delaware North "Getaway Giveaway" Promotion Winner's List, 10 South 5th Street-7th Floor, Minneapolis, MN 55402 for receipt by March 11, 2019.

**13. SPONSOR:** Delaware North Companies, Incorporated, 250 Delaware Ave., Buffalo, NY 14202.

**14. ADMINISTRATOR:** Young America, LLC, 10 South 5<sup>th</sup> Street, 7<sup>th</sup> Floor, Minneapolis, MN 55402.