

NEON CITY FESTIVAL

GIVEAWAY

the D LAS VEGAS

The D Las Vegas "Neon City Festival" Giveaway Official Rules

IMPORTANT! PLEASE CAREFULLY READ THESE GIVEAWAY RULES (hereinafter, the "Giveaway Rules") BEFORE ENTERING THE D LAS VEGAS GIVEAWAY AS THESE RULES AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

Eligibility: "The D Las Vegas Neon City Festival Giveaway" (hereinafter, the "Giveaway") is a promotional event that is providing airfare from the following six (6) cities in the United States to Las Vegas, NV: Grand Junction, CO; Denver, CO; Peoria, IL; Chicago, IL; Des Moines, IA, and Lexington, Kentucky (each a "City"), who are at least twenty-one (21) years old at the time of entry. The Giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Giveaway Rules, in conjunction with the Terms of Use and Privacy Policy, and Sponsor's decisions, which are final and binding in all matters related to the Giveaway. Winning the Prize (as defined below) is contingent upon fulfilling all requirements set forth herein. The D Las Vegas, in its sole and absolute discretion, may cancel the Giveaway at any time and for any reason.

No employee (including their immediate family and household members) of the D Las Vegas or its affiliated companies may participate in the Giveaway. Additionally, the D Las Vegas may refuse to accept any entry if such entry could violate any federal, state or local law, ordinance or regulation. The D Las Vegas may also disqualify any customer who is barred, excluded or otherwise not lawfully able to participate, including an individual who is listed on the Nevada Gaming Commission's Excluded Persons List, and such persons shall not be eligible to participate in the Giveaway or win the Prize. Furthermore, the D Las Vegas reserves the right to refuse entry to any person in the D Las Vegas' management's sole and absolute discretion.

By entering this Giveaway, each entrant waives any and all claims of liability against the D Las Vegas and its respective parent companies, affiliates, officers, directors, managers, members, employees, and agents, for any and all claims, loss, damage, injury, or death which may occur as a result of entrant's participation in this Giveaway.

Sponsor: The sponsor and gaming licensee of this Giveaway is the D Las Vegas, located at 8 Fremont Street, Las Vegas, NV, 89101 (hereinafter, the "Sponsor").

Timing: The Giveaway shall start on September 20, 2024, at 12:01 a.m. Pacific Daylight Time (PDT), and all entries must be received by the D Las Vegas by 11:59 p.m. PDT on October 26, 2024 (hereinafter, the "Giveaway Period"). The D Las Vegas shall not be responsible for lost, late, or misdirected entries, server unavailability, computer, any other electronic malfunction, or human error relating to this Giveaway and/or the use of short-code. All references to time of day refer to Las Vegas, NV, time.

How to Enter: During the Giveaway Period, visit www.thedlasvegas.com/neon-city-festival-giveaway/ (hereinafter, the "Website") and follow the links and instructions to complete an entry form. Limit one (1) entry per entrant/person throughout the Giveaway Period. The D Las Vegas will provide each entrant with a receipt once an eligible entry has been made. By submitting a Giveaway entry form, an entrant designates themselves as an "Official Entrant" and the only one approved to collect any prize of any kind.

Any attempt by an entrant to obtain more than one (1) entry per entrant, including but not limited to an entrant using multiple email addresses, identities, and/or any other methods, shall void any and all entries by that entrant and could result in disqualification from this Giveaway and/or disqualification from all future giveaways offered by the D Las Vegas, in the D Las Vegas' sole discretion.

The D Las Vegas reserves the right to reject any submitted alias for any reason.

The D Las Vegas shall not be responsible for any technical difficulties, malfunctions or any other unforeseen issues regarding use of the D Las Vegas' website. Technical malfunctions to the D Las Vegas' website shall not change or extend the Giveaway Period under any circumstances.

Random Drawing: Fifty (50) eligible entrants will be selected each as a winner as more fully described in "The Prize" provision (hereinafter, the "Winner") in a random digital drawing held within forty-eight (48) hours after the termination of the Giveaway Period. Each Winner is eligible to bring one (1) guest. Odds of winning depend on the number of valid entries received. Remaining valid entries will not carry over to any future Giveaway or promotions held by the Sponsor.

The Prize: There will be a total of fifty (50) winners for this promotion. The winners will be comprised from the following locations, as follows: Ten (10) selected winners in the Denver, CO market; Ten (10) selected winners in the Grand Junction, CO market; Ten (10) selected winners in the Des Mines, IA market; Five (5) selected winners from the Lexington, KY market; Five (5) selected winners in the Chicago, IL market; and Ten (10) selected winners in the Peoria, IL market. The selected winners will each receive one (1) Neon City Festival Package that includes up to two (2) roundtrip flights from their designated market to Las Vegas, NV, valued at \$620.00, two (2) Neon City Festival VIP TICKETS including premium viewing access and exclusive events, valued at \$500.00, and one (1) three-night single king room reservation at the D Las Vegas on November 22, 2024 - November 24, 2024, valued at \$447.00, for a total package value of \$1,567.00 (hereinafter, the "Prize"). The D Las Vegas shall not be responsible for any liability arising directly or indirectly from the award or use of the Prize.

Winner Announcement: After a two (2) day verification period, allowing the D Las Vegas to randomly draw each Winner, the name of each Winner will be posted on Facebook®, X®, and Instagram® and each Winner will be notified via his/her email provided within the entry form on October 27, 2024. If a Winner fails to respond within twenty-four (24) hours to claim the Prize, the D Las Vegas will draw an additional winner until all Prizes are claimed. Any disputes concerning the operation of the Giveaway and/or the results or prize allocations must be provided to the D Las Vegas' management in writing within

such verification period. At the end of the two (2) day verification period, which includes each Winner to provide his/her correct name, address, phone number and government issued picture identification evidencing age eligibility, the Giveaway results shall be declared official and the Prize will be awarded on October 29, 2024, to each Winner. In the event the D Las Vegas is unable to verify the Winner's eligibility, the Prize will be forfeited and will be awarded to an alternate winner randomly selected from among remaining valid entries. In the event of any dispute, the D Las Vegas' management's decision shall be final.

The Sponsor may disqualify any person from receiving the Prize based upon the Sponsor's management's belief of the possible commission of fraud, dishonesty, violation of any Giveaway rule, or other misconduct related to this Giveaway.

By receipt of the Prize, Winner agrees to release and hold harmless the D Las Vegas and its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of its respective parent companies, and each of such company's officers, directors, managers, members, employees and agents (collectively, the "Released Parties"), from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Giveaway or receipt, use or misuse of the Prize.

The value of the Prize won by the Winner of the Giveaway may be taxable under applicable federal, state and/or local laws as income to such Winner. If applicable, the Sponsor will provide the Winner with appropriate subsequent IRS Forms W-9 and 1099-MISC. The Winner is solely responsible for any and all taxes and/or fees associated with the Prize, and upon receipt of the Prize, be required to comply with any and all applicable federal, state and local laws, rules and regulations.

By entering into the Giveaway, each entrant agrees to grant the Sponsor unconditional use of his or her name and likeness/image for use in any promotional material, advertising and/or announcements without compensation, consideration, notice, review or further consent. The Sponsor has sole and absolute discretion to determine the content of any promotional material.

General Conditions

Giveaway Rules: A copy of these Giveaway Rules and any changes will be available at www.thedlasvegas.com, throughout the duration of this Giveaway. Please visit www.thedlasvegas.com/neon-city-festival-giveaway/ for any inquiries concerning the Giveaway. All decisions regarding the interpretation of these Giveaway Rules, eligibility, etc., for the Giveaway are solely within the absolute discretion of the Sponsor's management, whose decisions shall be final.

Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Giveaway Rules, or the rights and obligations of the entrant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Nevada.

Dispute Resolution: Except where prohibited by law, as a condition of participating in this Giveaway, entrant agrees (1) that any and all disputes and causes of action arising out of or connected to this Giveaway, or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association ("AAA"), and held at the AAA regional office nearest to the entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings of such arbitration; and (3) judgement upon any award resulting from such arbitration may be entered in any court having jurisdiction. Under no circumstances shall an entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim any punitive, incidental, or consequential damages, or any other damages, whether foreseeable or unforeseeable, whether based on negligence or otherwise, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participation in this Giveaway), and entrant further waives all rights to have damages multiplied or increased.

Force Majeure: As used herein, a "Force Majeure" event shall mean the interruption of or material interference with the Sponsor's management's ability to grant to the Winner the Prize by any cause or occurrence not within the Sponsor's reasonable control, including, but not limited to, fire, flood, epidemic, pandemic or other public health emergency, earthquake, explosion, hurricane, terrorist threat or activity, governmental order of temporary casino closure, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war, or any federal, state or local government law, order or regulation, or order of any court. In the event of a Force Majeure, the Sponsor may reschedule the Giveaway, or may cancel the Giveaway altogether.

• **Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy at www.thedlasvegas.com. The D Las Vegas encourages you to gamble responsibly. For problem gambling information and assistance in Nevada, call the 24-hour confidential Problem Gambling Help Line at 1-(800)-GAMBLER or visit www.WhenTheFunStops.org. For problem gambling in Colorado, Circa Sports Colorado encourages all customers to gamble responsibly. Please bet only what you can afford.

Gambling problem? Call or TEXT 1-800-GAMBLER or visit problemgamblingcoalitioncolorado.org. For Iowa Problem Gambling Services, please call 1-800-BETS OFF or visit 1800BETSOFF.ORG. For Illinois, resources are available for problem gambling by calling 1-800-GAMBLER (1-800-426-2537), texting GAMB to 833234, or visiting AreYouReallyWinning.com. In Kentucky, resources are available for problem gambling by calling or texting 1-800-GAMBLER (1-800-426-2537), visiting KYCPG.org, or emailing kyproblemgamblingassistance@ky.gov.

The Giveaway is not in any way affiliated with, or administered or endorsed by, or associated with, Facebook, Inc., Twitter, Inc., or Instagram, LLC.