# A.G.A – Junkies 20<sup>th</sup> Anniversary Poker Tournament – Las Vegas, NV OFFICIAL RULES

# YOU MUST BE PRESENT TO WIN. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE ENTRANT'S CHANCE OF WINNING.

# 1. HOW TO ENTER

- a. These rules govern the A.G.A Junkies 20<sup>th</sup> Anniversary Poker Tournament Las Vegas, NV random drawing (the "Promotion"), which is being conducted by the American Gaming Association (the "AGA") at the Clarendon Grill, 1101 North Highland Street, Arlington, VA 22201 at 5:00 p.m. ET on May 23, 2016 (the "Event"). The Promotion begins at 5:00 p.m. ET and ends at 6:30 p.m. ET on Monday, May 23, 2016 (the "Promotion Period").
- b. To enter, entrants must comply with the following entry requirements (the "Entry Requirements"): (1) Attend the Event; and (2) Complete an entry card by providing the entrant's valid name, address, email address and phone number. Entrants who comply with the Entry Requirements will receive one (1) entry. One entry per person during the Promotion Period. Multiple entries from the same person will be disqualified at AGA's sole discretion. Incomplete or illegible entries also may be disqualified.
- c. There will be up to a total of two (2) winners selected in the Promotion.

## 2. ELIGIBILITY RESTRICTIONS

- a. The Promotion is open to all persons attending the Event who are legal U.S. residents 21 years of age or older and who reside in Virginia, West Virginia, Maryland or the District of Columbia. Void where prohibited or restricted by law. Employees, officers, directors and agents of AGA, WJFK FM (the "Station"), CBS Radio Inc., their corporate affiliates, Station's advertising and promotional agencies, participating sponsors, prize suppliers, their respective affiliates (collectively, the "Promotion Entities") and other radio stations in the Washington, DC metropolitan area, the members of their immediate families (spouse, parents, siblings or children) and those living in the same household of each (whether related or not), are ineligible to enter or win. This Promotion is subject to all applicable federal, state and local laws and regulations. By participating, entrant agrees to comply with these Official Rules and the decisions of the AGA, which are final and binding in all respects.
- b. The winner may be required to present valid government-issued photo identification and must provide their complete address, date of birth and phone number to claim a prize.
- c. Entrants are required to provide truthful information and the AGA will reject and delete any entry that it discovers to be false or fraudulent. The AGA will disqualify any

entrant who does not meet the eligibility requirements and will also reject any entry as required by law.

#### 3. PRIZES

- a. Up to two (2) prizes will be awarded in this Promotion. Each prize consists of the following:
  - i. One (1) seat (valid for the winner) at the Junkies 20<sup>th</sup> Anniversary Poker Tournament in Las Vegas, NV beginning on June 4, 2016 and ending on June 4, 2016 at the Aria Hotel (3730 S Las Vegas Blvd, Las Vegas, NV 89158.)
  - ii. Two (2) nights hotel accommodations (one room) at the Aria Hotel (3730 S Las Vegas Blvd, Las Vegas, NV 89158) checking in on June 3, 2016 and checking out on June 5, 2016.

The Approximate Retail Value ("ARV") of each prize is \$900.00. Transportation to and from Las Vegas, NV will not be provided. Winner is responsible for any costs incurred as part of traveling to Las Vegas, NV. The AGA is not responsible for any costs incurred as part of traveling to Las Vegas, NV. Actual value may vary. Any difference between stated value and actual value will not be awarded. Certain travel restrictions may apply. Hotel arrangements must be made through the AGA or its designee. Prize(s) is subject to availability. If the winner cannot travel on date(s) specified by the AGA the winner may be disqualified, and an alternate winner may be selected (time permitting) at the AGA's sole discretion. All other costs not specifically stated herein, including but not limited to those of, taxes, meals, tips, transportation to/from Las Vegas, NV and ground transportation to/from the airport and/or to/from the hotel, are the responsibility of the winner. The winner is responsible for obtaining all required travel documents. The winner may be required to present a valid credit card upon hotel check-in to cover any incidental expenses incurred during the winner's stay. The winner must sign a Publicity, Liability Waiver and Travel Release form prior to traveling. If a prize-related event or travel is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Promotion Entities, their sole responsibility to the winner will be to award the remaining available elements of the prize and no substitution or compensation will be provided for the unawarded elements of the prize. No refund or compensation will be made in the event of the cancellation or delay of any prize-related event. The AGA, hotel, and/or venue, in their sole discretion, reserve the right to deny entry to or to remove the winner if he/she engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at any prize-related event.

b. No more than the stated number of prizes specified in these official rules will be awarded. All prizes or prize certificates must be claimed at the office of the AGA at the address below during regular business hours. The winner will forfeit any prize or prize certificate not claimed within ten (10) days of winning. In the event that a prize or prize

certificate is mailed or shipped to the winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. The AGA is not responsible for the safe arrival of a prize or prize certificate.

c. Prize(s) is not transferable, and no substitution, assignment or cash equivalent of prize(s) is permitted, except by the AGA (solely at its discretion), which reserves the right to substitute a prize or prize portion with another prize or prize portion of greater or equal value. The prize(s) are expressly limited to the item(s) listed above and unless otherwise expressly specified, do not include taxes, gratuities or any other expenses. Promotion Entities are not responsible for winners' limitations that prevent acceptance or use of prize(s). Entrants acknowledge that the Promotion Entities have not made, and are not in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties, expressed or implied, whether by contract or law, concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition or fitness for a particular purpose. Other restrictions may apply.

## 4. POTENTIAL WINNER SELECTION AND NOTIFICATION

- a. Decisions of the AGA management with respect to the Promotion are final.
- b. Up to two (2) winners will be selected as described in Section 1 of these Official Rules.
- c. Odds of winning the prizes depend on the number of eligible entries received prior to the drawing date and time.
- d. Potential winners will be selected in random drawings from all eligible entries received. Prize drawings will be conducted at the Event between 6:00 p.m. ET and 7:00 p.m. ET by the AGA Event emcee or his delegate whose decisions are final and binding on all aspects of the Promotion. **Must be present to win. If the winning entrant is not present, the entries will be redrawn until the prize is awarded to an entrant present during the drawing.** Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. The winner must execute and return any required affidavit of eligibility and/or liability/publicity release within ten (10) days of winning or prize will be forfeited and an alternate winner will not be selected. If a winner has not reached the age of majority in his/her state of residence, the prize(s) will be awarded in the name of his/her parent or legal guardian. If a potential winner(s) cannot be contacted, fails to sign and return the required fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner forfeits the prize.

#### 5. CONDITIONS

a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). The winner(s) may be required to complete and submit an IRS Form W-9

with the winner's full Social Security Number or the equivalent for receipt of any prize(s) and will be required to complete and submit an IRS Form W-9 with the winner's full Social Security Number or the equivalent for receipt of any prize(s) valued at \$600 or more or for any prizes awarded by the AGA (or any other CBS Radio station in Station's market) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in forfeiture of the prize(s). Such winnings of \$600 or more will be reported to the IRS.

- b. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) permission for the AGA or its designees to interview the winner(s) (or guest(s), if applicable), to photograph, film and record each winner (or guest, if applicable), and to use in commerce and in any media, now or hereafter known, throughout the world, in perpetuity, his/her name, prize(s) won, hometown (city and state), biographic information, likeness, photograph, voice, audio or video recording and/or any statements made by him/her regarding the AGA, the Promotion and/or its sponsor(s) for purposes of trade, publicity or promotion without notice or additional compensation, notification or permission, in perpetuity, except where prohibited by law. Each winner (and guest, if applicable) agrees to sign a publicity release confirming such consent prior to acceptance of the prize, except where prohibited by law.
- c. Participation in the Promotion and/or acceptance of prize(s) constitutes entrant's and/or winner's (and guest's, if applicable) agreement to release, discharge, and hold harmless the Promotion Entities and their respective officers, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively, the "Released Parties") from and against any and all claims or liability arising directly or indirectly from any prize(s) awarded and participation in the Promotion, including, but not limited to, personal injury, death or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the Promotion, or delivery, possession, acceptance and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.
- d. If for any reason this Promotion cannot be executed as planned, including but not limited to any causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, the AGA reserves the right to cancel, terminate, suspend and/or modify the Promotion. If the Promotion is terminated before the original end date, the AGA reserves the right, in its sole discretion to, to modify the procedure for selecting winner(s), unless the nature of the event giving rise to such termination renders it impossible to select winner(s).
- e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion or in the announcement of a prize(s); (ii) incorrect or inaccurate entry information, human error, failure or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, postage due, illegible, incomplete or late entries; (v) entries not received due to difficulty

accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection or equipment malfunctions or any other technological problems or failures of any kind; or (vi) any cancellations, delays, diversions, substitutions or omissions whatsoever by any transportation providers or any other persons or entities providing any services to winner(s) (and guest(s), if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of a Promotion prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond the Released Parties' control.

- f. The AGA reserves the right to make changes to the rules of the Promotion, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the Promotion Entities, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the AGA reserves the right, but not the obligation, to cancel, terminate, suspend or modify the Promotion and shall not be required to award a substitute prize(s).
- g. Except where prohibited, by entering the Promotion, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Washington, D.C.; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include 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 any damages awarded multiplied or increased. District of Columbia law governs the interpretation and construction of these Official Rules and all aspects related thereto.
- h. For a copy of these Official Rules, send a self-addressed stamped envelope for receipt by May 23, 2016 to "Junkies 20<sup>th</sup> Anniversary Poker Tournament in Las Vegas, NV Official Rules," Attn: Chris Moyer, American Gaming Association, 799 9<sup>th</sup> Street, NW, Suite 700, Washington, D.C. 20001. For the names of the prize winners send a self-addressed stamped envelope for receipt by July 23, 2016 to the above address marked "Junkies 20<sup>th</sup> Anniversary Poker Tournament in Las Vegas, NV Winner List." The Official Rules and the Winner List (when completed) shall also be available during regular business hours at the main offices of the AGA and may be posted online at <a href="https://www.americangaming.org">www.americangaming.org</a>.

#### 6. PRIVACY

a. By participating in the Promotion, entrant agrees to the AGA's Terms of Use Agreement and to the use of entrant's personal information as described in the Privacy Policy located at <a href="https://www.americangaming.org">www.americangaming.org</a>. In the event of conflict between the AGA's

Terms of Use Agreement and these Official Rules, the terms of these Official Rules shall apply.

Administrator and Sponsor: American Gaming Association – 799 9<sup>th</sup> Street NW, Suite 700, Washington, D.C. 20001