

Circa Resort & Casino “Padres Getaway” Giveaway Official Rules

IMPORTANT! PLEASE CAREFULLY READ THESE GIVEAWAY RULES (hereinafter, "GIVEAWAY Rules") BEFORE ENTERING THE CIRCA RESORT & CASINO 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 “Circa Resort & Casino Padres Getaway Giveaway” (hereinafter, the “Giveaway”) is a promotional event that is open only to legal residents of the fifty (50) United States (including District of Columbia), 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. Circa Resort & Casino, 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 Circa Resort & Casino, the MLB Entities or their affiliated companies may participate in the Giveaway. The “MLB Entities” shall mean the Office of the Commissioner of Baseball (“BOC”), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P. (“MLB”), Major League Baseball Properties, Inc., The MLB Network, LLC, the Major League Baseball Clubs (“Clubs”), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the

future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities. Additionally, Circa Resort & Casino may refuse to accept any entry if such entry could violate any federal, state or local law, ordinance or regulation. Circa Resort & Casino 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, Circa Resort & Casino reserves the right to refuse entry to any person in the Circa Resort & Casino management's sole and absolute discretion.

By entering this Giveaway, each entrant waives any and all claims of liability against Circa Resort & Casino, the MLB Entities, and their 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 of this Giveaway and gaming licensee is Circa Resort & Casino, located at 8 Fremont Street, Las Vegas, NV, 89101 (hereinafter, the "Sponsor").

Timing: The Giveaway shall start on April 7, 2023 at 12:00 a.m. Pacific Daylight Time (PDT) and all entries must be received by the Sponsor by 11:59 p.m. PDT on July 31, 2023 (hereinafter, the "Giveaway Period"). The Sponsor 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, Nevada, time.

How to Enter: During the Giveaway Period, visit www.CircaLasVegas.com/Padres-Getaway-Giveaway hereinafter, the “Website”) and follow the links and instructions to complete an entry form. Limit one (1) entry per entrant throughout the Giveaway Period. The Sponsor 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 Sponsor, in the Sponsor’s sole discretion. The Sponsor reserves the right to reject any submitted alias for any reason.

Circa Resort & Casino shall not be responsible for any technical difficulties, malfunctions or any other unforeseen issues regarding use of the Circa Resort & Casino’s website. Technical malfunctions to the Circa Resort & Casino’s website shall not change or extend the Giveaway Period under any circumstances.

Random Drawing: One (1) eligible entrant will be selected as the winner (hereinafter, the “Winner”) in a random drawing held within 24 hours after the termination of the Giveaway Period. Odds of winning depend on the number of valid entries received. Remaining valid entries will not carry over to any future giveaways or promotions held by the Sponsor.

The Prize: The one (1) selected Winner will receive one (1) Padres Getaway Giveaway Package that includes one (1) \$1,500 Stadium Swim cabana reservation, one (1) \$300 Legacy Club

non-alcoholic Beverage Credit, one (1) \$300 Food & non-alcoholic Beverage Credit at Barry's Downtown Prime, one (1) \$1,000 Circa Collections Gift Card, one (1) swag bag containing items determined by Sponsor and one (1) Two-Night Sunset Suite reservation with limo transportation to and from the airport during the midweek days of the Winner's choice (Blackout Dates and exclusions may apply), valued collectively at \$3,950 (hereinafter, the "Prize"). Circa Resort & Casino shall not be responsible for any liability arising directly or indirectly from the award or use of the Prize.

Winner Announcement: After a three (3) day verification period, the winner will be notified via his/her email provided within the entry form. Any disputes concerning the operation of the Giveaway and/or the results or prize allocations must be provided to Circa Resort & Casino's management in writing within such verification period. At the end of the three (3) day verification period, which includes the 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 payouts will be awarded on August 3, 2023. In the event Circa Resort & Casino 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, Circa Resort & Casino's management's decision shall be final.

Circa Resort & Casino may disqualify any person from receiving the Prize based upon Circa Resort & Casino'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 Circa Resort & Casino, and its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their 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 Circa Resort & Casino 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. Circa Resort & Casino's management 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.Circalasvegas.com, throughout the duration of this Giveaway. Please visit www.CircaLasVegas.com/Padres-Getaway-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 Circa Resort & Casino'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 Circa

Resort & Casino's managements' ability to grant to the Winner the Prize by any cause or occurrence not within Circa Resort & Casino'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, Circa Resort & Casino 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.CircaLasVegas.com. Circa Resort & Casino encourages you to gamble responsibly. For problem gambling information and assistance, call the 24-hour confidential Problem Gambling Help Line at 1-(800) 522-4700 or visit www.WhenTheFunStops.org.

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