## GADGET GIVEAWAY OFFICIAL RULES ("Official Rules")

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DC, 21 YEARS OF AGE AND OLDER WHO ENTER FROM WITHIN THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA. THIS SWEEPSTAKES IS INTENDED FOR ENTRY IN THE UNITED STATES ONLY AND WILL BE CONSTRUED AND INTERPRETED UNDER THE LAWS OF THE UNITED STATES. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. VOID WHERE RESTRICTED OR PROHIBITED BY LAW.

- 1. **ELIGIBILITY:** The Gadget Giveaway ("Sweepstakes") is open to legal residents of the 50 United States and the District of Columbia, 21 years of age or older, who are located in the United States or the District of Columbia at the time of entry. Employees, contractors, directors and officers of Mohegan Sun Connecticut ("Sponsor") and each of their parent, affiliates, subsidiaries, distributors, sales representatives, retailers, and advertising, promotion and judging agencies and all other service agencies involved with the Sweepstakes, and members of the immediate family (spouse, parent, child, sibling and their respective spouse) and household of each such employee are not eligible to participate.
- 2. **DESCRIPTION/ENTRY PERIOD:** This Sweepstakes begins at 12:00:00 AM Eastern Time ("ET") on October 2<sup>nd</sup>, 2017 and ends at 11:59 PM ET on October 18<sup>th</sup>, 2017 ("Sweepstakes Entry Period").
- 3. **HOW TO ENTER:** During the Sweepstakes Entry Period, eligible entrants may receive entries in the sweepstakes by completing the following tasks on https://mohegansun.play4funnetwork.com or in the Mohegan Sun Connecticut Play4Fun app:

Number of Entries	Task to Complete
One (1) entry	Collecting one (1) four-hour bonus
Two (2) additional entries	Spinning 1,000 times
Five (5) additional entries	Making a purchase of \$4.99
Fifteen (15) additional entries	Making a purchase of \$9.99
Forty (40) additional entries	Making a purchase of \$24.99
One hundred seventy-five (175) additional entries	Making a purchase of \$99.99
Five hundred (500) additional entries	Making a purchase of \$249.99

Players may not enter multiple times with multiple accounts. Multiple entries may result in disqualification.

- 4. **DRAWINGS/ODDS:** On or around October 19<sup>th</sup>, 2017 a random drawing will take place to select one (1) winner(s) from among all eligible entries received during the Sweepstakes Entry Period. Odds of winning depend upon the number of eligible entries received during the Sweepstakes Entry Period. Sponsor's decisions regarding winners are final.
- 5. **CONDITIONS OF ENTRY:** By entering, entrants acknowledge compliance with these Official Rules, including all eligibility requirements. To be valid, each entry must follow the directions noted above in section 3. The Sponsor is not responsible for lost, late, incomplete, invalid entries, computer error or malfunctions. The Sponsor is not responsible for incorrect or inaccurate transcription of entry information, human, printing or other errors, technical malfunctions, or any other error or malfunction. Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple e-mail addresses nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, accounts, identities, registrations, logins, or any other methods may void that entrant's entries and that entrant may be disqualified (and forfeits all prizes won), in Sponsor's discretion. In the event of a dispute as to any entry, the "authorized account holder" will be deemed to be the entrant and he/she must comply with these Official Rules. "Authorized account holder" is defined as the natural person who is assigned an email address by organization that is responsible for assigning email addresses or the domain associated with the submitted entry. A potential winner may be required to show proof of being the authorized account holder associated with the entry.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, bugs, virus, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In the event of cancellation,

Sponsor will randomly award the prizes from among eligible, non-suspect entries received prior to cancellation. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions, the website, or network connections that are human or technical in nature. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process, the website, or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- 6. PRIZES: There will be one (1) grand prize prizes awarded as follows:
  - One (1) confirmed grand prize winners will each win a \$300 Best Buy gift card that can be used to purchase the gadget of their choice. The total Approximate Retail Value ("ARV") of the Prize is: \$300 USD.

Total ARV of all prizes: \$300 USD

<u>Grand Prize Details:</u> The prize includes: One (1) three hundred dollar (\$300) Best Buy gift card. Any difference between stated approximate retail value and actual value of prize will not be awarded. Use of the gift card is subject to terms and conditions set forth by Best Buy. Restrictions may apply.

Winner is solely responsible for any and all expenses and incidental costs not expressly stated in the prize description herein. Winners must be at least 21 years old at the time of participation. All elements of the prize package must be taken. Prizes are non-refundable and non-transferable. Sponsor is not responsible for any delay or cancellation of prize fulfillment due to unforeseen circumstances, or those outside of Sponsor's control. Prizes will be either available for pick up at the casino property or fulfilled via mail based on Sponsor's sole discretion.

<u>General prize restrictions:</u> Prize will be awarded provided that eligible entries have been received to conduct the drawing. Prize is non-transferable, and no cash equivalent or substitutions allowed except at the discretion of the Sponsor. 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. All taxes on a prize won and other expenses related to accepting the prize are the sole responsibility of the winner. Only one (1) prize per person, family/household. ARVs are as of date of printing of these Official Rules. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded.

Winners acknowledge that Released Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers' terms therefore, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee.

- 7. **WINNER NOTIFICATION:** All potential winners are subject to verification, including verification of age. Potential winner will be notified via the email linked to their Play4Fun account within 7 working days after the end of the drawing. Potential winner must respond to the winner notification within three (3) days of attempted notification. Then, potential Grand Prize winner (who timely respond to the winner notification) must complete and return a Declaration of Eligibility and Release within seven (7) days of date the Release was sent. Failure of a potential winner to contact the Sponsor within the above stated deadline, return any applicable winner documents within the applicable deadline, or return of any prize notification as undeliverable may result in disqualification and selection of an alternate winner solely at the Sponsor's discretion. If a potential winner cannot be reached or does not respond within specified time frame, is found to be ineligible, or declines to accept the prize (or any portion thereof), the potential winner may be disqualified in the Sponsor's sole discretion, and in such case the Sponsor may select an alternate potential winner from remaining eligible entries. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants.
- 8. **BINDING ARBITRATION:** Any controversy or claim arising out of or relating to this Sweepstakes 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 Connecticut 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 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 SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES 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 SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND (2) ENTRANT'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 SET FORTH ABOVE AND IN SECTION 9, SO SUCH LANGUAGE MAY NOT APPLY TO EVERY ENTRANT.

9. **GENERAL RULES:** As set forth above, potential Grand Prize winners will be required to complete and return a Declaration of Eligibility and Release within seven (7) days of date the Release was sent. Failure to do so may result in disqualification (as determined by Sponsor in its sole discretion) and the selection of an alternate winner from remaining eligible entries.

As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release Sponsor, its affiliates, subsidiaries, retailers, and agents, Administrator, and each of their officers, directors, employees and agents ("Released Parties"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize or any item redeemed therewith or any travel related thereto; (b) under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby knowingly and expressly waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased; (c) all 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 (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs.

By accepting a prize, entrants grant permission to use their name, address (city, state, country), any photos, descriptions of their person, likeness, statements, and biographical information without limitation, for advertising and publicity purposes, worldwide in any media known to date or to be developed in the future, without further compensation or notice, except where prohibited by law. The Sponsor, all promotional agencies, prize providers, affiliates, agents and representatives are not responsible for any lost, stolen or otherwise unaccounted for entries that may arise from technical errors in hardware and software programs.

This Sweepstakes and its Official Rules, excluding any and all disputes, are subject to all applicable US Federal, state, and local laws & regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Connecticut U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 8 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the state of Connecticut.

By accepting the Grand Prize, the winner must complete, sign, and return an IRS Form W-9 and provide their social security number that will be used for the purpose of reporting the winner's prize earnings to the Internal Revenue Service, as required by law.

- 10. PRIVACY & PERSONAL INFORMATION: Personal information collected from entrants shall be stored in the US and will be used by the Sponsor for the purpose of administering the Sweepstakes and if an entrant authorizes by opting in, to provide entrants with information relating to products, services and promotions of the Sponsor and affiliates of the Sponsor. The Sponsor shall not sell, share or otherwise disclose personal information of entrants with third parties, other than to third parties engaged by the Sponsor to fulfil the above purposes or as otherwise consented to by the entrant. Please read the Sponsor's Privacy Policy, at https://mohegansun.com/about-mohegan-sun/privacy-policy.html for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes. If you have more questions about the Sponsor's Privacy Policy, you may contact the Sponsor by email at: play4funhelp@mohegansun.com, or via Mail at: Mohegan Sun Casino Resort, 1 Mohegan Sun Boulevard, Uncasville, CT 06382.
  - 11. **OFFICIAL RULES AND WINNERS LIST**: For a copy of the Official Rules or (after the Drawing date) the Prize winners' first initial, last name and their city/state, send an email to: <a href="mailto:play4funhelp@mohegansun.com">play4funhelp@mohegansun.com</a> with the subject line "Gadget Giveaway Winners". The winners' list will be available via email until October 31st, 2017.

**SPONSOR:** Mohegan Sun Casino Resort, 1 Mohegan Sun Boulevard, Uncasville, CT 06382.