Nugget Casino Resort 1st Annual Bracket Challenge

## Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCES OF WINNING.

YOUR ENTRY INTO ANY ASPECT OF THIS PROMOTION CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

Eligibility: The Nugget Casino Resort Bracket Challenge Men's Best Bracket Contest (the "Contest") is open to individual players who, at the time of entry, are residents of, and physically located in, the 50 United States and who are 21 years or older. You must have a free Run Your Pool Splash Sports Account in order to be eligible to participate. Refer to the tournament website, located at <a href="https://www.runyourpool.com/p/j/360ea4b087854b73adb914666d5552e2">https://www.runyourpool.com/p/j/360ea4b087854b73adb914666d5552e2</a> (the "Website") for any additional system requirements. The Contest is void in overseas U.S. territories, possessions, military installations, and commonwealths, and where otherwise prohibited by law. Employees, agents, successors, and assignees of Nugget Casino Resorts and Century Casinos LLC, and their respective parent companies, affiliates, subsidiaries, advertising agencies, underwriters, and promotional companies, any other participating prize sponsor, and any entity involved with or otherwise providing services or prizes related to this Contest, (all of the foregoing, together with Sponsor, collectively referred to as "Contest Entities"), and the immediate family members (parent, child, sibling, domestic partner, or spouse of any of the foregoing) and persons living in the same household as such individuals, whether related or not, are not eligible to win.

About the Contest: The Contest is conducted as an "overlay game" using the tournament brackets. In the Basic Game, users are invited to create up to one (1) free tournament brackets (each, a "Basic Game Bracket") in which they predict the winners of the 63 games (excluding the four "play-in games") comprising the 2024 NCAA Division I Men's College Basketball Tournament (the "Tournament"). Players will be awarded points by correctly predicting the game winners as detailed below. The Grand Prize (the "Grand Prize") of \$500 Free Play will be awarded to the Player who has accumulated the most points during the Contest as described below, subject to the terms, conditions and limitations of these Official Rules.

In addition to these Official Rules, additional rules and guidelines regarding game play and scoring (which are fully incorporated into these Official Rules by reference) are located at <a href="https://www.runyourpool.com/p/j/360ea4b087854b73adb914666d5552e2">https://www.runyourpool.com/p/j/360ea4b087854b73adb914666d5552e2</a> (the "Contest Instructions"). In the event of a conflict between these Official Rules and the Contest Instructions, these Official Rules will govern.

Players, based on their skill, knowledge and understanding of Tournament participants, must make their predictions between the conclusion of the announcement of the Tournament

participants on March 20, 2024 and before the published tip-off time of the first game on March 21, 2024.

## How To Enter:

Registration: The Contest "Registration Period" begins on March 14, 2024 at 3:00 pm PT and ends on March 21, 2024 prior to the published tip-off time of the first game (approximately 9:15am PT).

Registration for the Basic Game opens on March 14, 2024. At that time, you may begin creating your Basic Game Brackets if you wish, but you will not be able to populate your Basic Game Brackets with your picks for the 2024 Men's Tournament (your "Picks") and submit your entries until after the tournament seedings have been announced on March 17, 2024 (the "Seeding Announcement"). The period between the Seeding Announcement and the "Entry Deadline" (defined in Rule 3c below) is referred to in these Official Rules as the "Entry Period."

Registration is available either via the Website, Facebook Page, or Mobile App. The Mobile App may be downloaded from <a href="https://www.cnty.com/nugget/winners-zone">https://www.cnty.com/nugget/winners-zone</a>. Click "Create Bracket." If you are not an existing Run my pool Splash Sports account holder, follow the instructions to register for a free Account. Note: If entering on a Qualifying Mobile Device, wireless-service provider's text and data rates may apply. Please consult your wireless-service provider regarding its pricing plans.

Creating Entries: You may create up to 1 (1) Basic Game Brackets in the Basic Game. You may designate ONE (1) of your Basic Game Brackets as your Contest entry (your "Contest Bracket") for this promotion. You may edit your Picks in your Basic Game Brackets, including the one that you have designated as your Contest Bracket, at any time up until the close of the Entry Period. Similarly, you may select a different Basic Game Bracket to serve as your Contest Bracket during the Entry Period. All selections must be finalized by the close of the Entry Period, after which no further changes will be allowed.

Filling Out Your Brackets: The team seedings for the 2024 Men's Tournament will be populated within the Run My Pool Splash Sports Website shortly after the Seeding Announcement. At that time, if you are fully registered for the Contest, and have created your Contest Bracket, you must return to one of the Run My Pool Splash Sports Website to populate your Contest Bracket with your Picks and submit your Entry Brackets into the Contest as described in Rule 3(b) above. Note that the "play-in" games, scheduled for March 19-20, 2024, are not included in the brackets, and do not count towards a Player's scores in this Contest.

You have until sometime prior to the published tip-off time of the first 2024 Men's Tournament game on March 21, 2024 (the "Entry Deadline") to create your Entry Bracket, complete your Picks, complete the Tiebreaker Answers, and make revisions to your Contest Bracket. The exact Entry Deadline will be posted on the Run My Pool Splash Sports Website when determined by the Sponsor.

You will also be asked to predict what the final score will be for each team participating in the championship game of the 2024 Men's Tournament (the "Championship Game"). Your prediction for the winning team's score is referred to as your "Winning Team Score," your prediction for the losing team's score is referred to as your "Losing Team Score," Your Winning Team Score and Losing Team Score are collectively referred to as your "Tiebreaker Answers". The Tiebreaker Answers are optional but will be used in the event there is a tie between two or more Players for any Prize offered in connection with this Contest; refer to Section 5 below for more information. All registration information, final Contest Bracket selections, Picks, and Tiebreaker Answers must be received by the close of the Entry Period. A user who has submitted the foregoing materials in keeping with the deadlines described in these Official Rules, and who is otherwise in full compliance with the eligibility restrictions and all other provisions of these Official Rules, is referred to as a "Player".

In the event that one or more teams participating in the 2024 Men's Tournament change(s) for any reason after the initial Tournament seedings have been posted on the Run My Pool Splash Sports Website, the Sponsor will update the Run My Pool Splash Sports Website to reflect the changed team(s), and will make a reasonable attempt to notify participants of the changed bracket(s) by posting a notice of the change(s) on the Run My Pool Splash Sports Website. At that point, it is the Player's responsibility, prior to the Entry Deadline, to return to the Website to modify his/her Bracket(s) with new Picks for any game(s) affected by the changed teams. Nugget Casino Resort will not automatically update any Player's Picks in order to reflect the change in teams, so unless the user takes action to correct his/her Picks, any previously selected Picks affected by a change in teams may be deemed incorrect.

For purposes of these Official Rules, "receipt" of an entry occurs when Run My Pool Splash Sports Website records your registration information and designated, completed Contest Bracket as described above. As described above, you may modify your Bracket(s), or designate a different Basic Game Bracket as your Contest Bracket, until the close of the Entry Period, at which point your selections become final. In the event of a dispute regarding the identity of the holder of the Run My Pool Splash Sports Account associated with a particular entry, the dispute will be resolved in favor of the individual who is the authorized holder of the Run My Pool Splash Sports Account and password associated with the account (based upon information submitted at the time the account was created or updated upon registration for this Contest), and, if available, the "authorized email account holder" of the "alternate email address" provided when the Run My Pool Splash Sports Account was created. "Authorized email account holder" is defined as the natural person assigned an email address by an internet access provider, online service provider, or other organization (i.e., business, educational institution) responsible for assigning email addresses for the domain associated with the submitted email address. If there is a discrepancy between the name of the person listed as the authorized holder of the Run My Pool Splash Sports Account, and the authorized email account holder of the alternate email address provided when the Run My Pool Splash Sports Account was created, that Run My Pool Splash Sports Account will be disqualified and any potential prize will be forfeited and may be awarded to the next most qualifying Player if time permits, or will remain unawarded. A

potential Prize winner may be required to provide Contest Entities with proof that he/she is the authorized account holder for each of the credentials described above.

LIMIT ONE (1) CONTEST BRACKET PER PERSON AND PER Run My Pool Splash Sports Account. Any attempt by any Player to submit or play more than the maximum permitted number of Basic Game and/or Contest Brackets (e.g. by creating or submitting additional entries from multiple Run My Pool Splash Sports Accounts) will void all of that Player's entries and disqualify them from the Contest. The submission of an entry is solely the responsibility of the Player. Entries may only be made according to the method described above. Proof of sending (such as an automated computer receipt confirming delivery of email or "thanks for entering" message) does not constitute proof of actual receipt by Run My Pool Splash Sports Account of an entry for purposes of these Official Rules. Automated entries (including but not limited to entries submitted using any bot, script, macro, or Contest submission service), copies, third party entries, facsimiles and/or mechanical reproductions are not permitted and may be disqualified. Only eligible entries actually received by Contest Entities before the end of the specified Entry Period will be considered for a Prize in this Contest. Unintelligible, incomplete or garbled entries may be disqualified. All entries become the property of Sponsor, and none will be acknowledged or returned.

Grand Prize: Sixty-three (63) games are scheduled to be played in the 2024 Men's Tournament (the "play-in" games which determine the sixty-fourth seed are not counted for purposes of either the Basic Game or this Contest). The result of any game in the 2024 Men's Tournament shall be deemed final based on the results certified by the NCAA prior to the commencement of the immediate next game in the Tournament, unless the NCAA undertakes review of the results of said game, in which case the NCAA's final decision shall be determinative.

The verified player whose single, validly submitted Contest Bracket that: (i) was designated by the Player for participation in the Contest; and (ii) receives the highest score (using Run My Pool Splash Sports Account Default Scoring formula; referred to in these Rules as the "Default Scoring Formula") among all valid Contest Brackets properly submitted for participation in the Contest; will be deemed the Grand Prize Winner and will receive one five hundred dollars in free play (\$500 Free Play) (the "Grand Prize"). Total retail value of the Grand Prize is \$500 Free Play redeemable at the Nugget Casino Resort with Winners' Zone Player Card. An email will be sent to the winning account after the winner has been confirmed by Sponsor. If Participant has a player's card the free play funds will be credited directly into the winner's player card within 3 business days. If a participant does not have Nugget Casino Resort Winners' Zone player card they must sign up for a card in person at the Nugget Casino Resort within 30 days of contest ending.

2nd place prize Winner and will receive two hundred and fifty dollars in free play (\$250 Free Play) (the "2nd Place Prize"). Total retail value of the Grand Prize is \$250 Free Play redeemable at the Nugget Casino Resort with Winners' Zone Player Card. An email will be sent to the winning account after the winner has been confirmed by Sponsor. If Participant has a player's card the free play funds will be credited directly into the winner's player card within 7 business

days. If participants does not have Nugget Casino Resort Winners' Zone player card they must sign up for card in person at the Nugget Casino Resort within 30 days of contest ending.

Bonus Beat the General Manager (GM) Bracket. Any participant who scores better than the Nugget Casino Resort GM will receive ten dollars in free play (\$10 free play). An email will be sent to the winning account after the winner has been confirmed by Sponsor. If Participant has a player's card the free play funds will be credited directly into the winner's player card within 3 business days. If participants does not have Nugget Casino Resort Winners' Zone player card they must sign up for a card in person at the Nugget Casino Resort within 30 days of contest ending.

Prize is non-transferable and non-assignable. Sponsor and prize provider reserve the right to substitute a prize (or any portion thereof) with one of comparable or greater retail value in its sole and absolute discretion. Specifics of the prize are at the sole discretion of the Sponsor and prize provider. The winner of a prize is fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes). Sponsor makes no warranties, express or implied, relative to the use or enjoyment of a prize or portions thereof, including without limitation, its quality, merchantability or fitness for a particular purpose.

Ties: A "Tie" occurs when the validly submitted Contest Brackets of two or more verified eligible Players each receive the same score (using Yahoo's Default scoring formula) among the Contest Brackets of all verified Players designated for participation in the Contest. Should one of these scenarios occur, Sponsor will attempt to break the Tie by awarding the affected Prize, among those tied:

- (a) to the Player whose Tiebreaker Answers (on his/her tied Contest Bracket), when combined, are closest to the actual total combined score of the Championship Game of the 2024 Men's Tournament (i.e. the sum of the total number of points scored by the winning team plus the total number of points scored by the losing team);
- (b) in the event that the tie is still not broken, to the Player (among those still tied) whose Winning Team Score on his/her tied Contest Bracket is closest to the actual score of the winning team in the Men's Championship Game; and
- (c) in the event that the tie is still not broken, to the Player (among those still tied) whose Losing Team Score on his/her tied Entry Bracket is closest to the actual score of the losing team in the Men's Championship Game; and
- (d) in the event there is still a tie after the above tie-breaker methods have been utilized, the Player who submitted their Contest Bracket first during the Entry Period (regardless of whether Player made changes to their Contest Bracket after the initial submission) will be deemed the winner. Yahoo's computer is the official time-keeping device for the Contest. All decisions regarding tiebreakers are at Yahoo's sole discretion.

In the event a Player involved in a Tie failed to submit Tiebreaker Answers in connection with their Contest Bracket, that Player will automatically be deemed to have forfeited the tiebreaker, and the Prize will be awarded to the other Player involved in the tie (or, in the event more than two Players tied and a Tiebreaker is still needed, the Prize will be awarded via the Tiebreaker method(s) described above.).

Winner Notification: PLEASE NOTE THAT EVEN IF YOUR CONTEST BRACKET IS LISTED AS A POTENTIAL WINNER AT THE CLOSE OF THIS CONTEST, YOU HAVE NOT YET WON A PRIZE. A POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY CONTEST ENTITIES, AND MUST MEET ALL ELIGIBILITY REQUIREMENTS AND THE TERMS OF THESE OFFICIAL RULES BEFORE A PLAYER WILL BE CONFIRMED AS A WINNER AND A PRIZE WILL BE AWARDED.

Release: By participating in the Contest, Players agree to release and hold harmless Contest Entities from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing of entries; or (f) injury, illness, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Player's participation in the Contest or receipt and/or use of any prize(s). Player further agrees that in any cause of action, Contest Entities' liability will be limited to the cost of entering and participating in the Contest, and in no event shall Contest Entities be liable for attorney's fees. Player waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

General Conditions: In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in their sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize(s) from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Limitations of Liability: Contest Entities assume no responsibility or liability for lost, late, misdirected, incomplete, jumbled, garbled, or scrambled entries or communications, or for theft, destruction, or unauthorized access to, entries or communications. Contest Entities assume no responsibility for any incorrect or inaccurate information, whether caused by website users or by

any of the equipment or programming associated with or utilized in the Basic Game, the Contest, or the 2024 Tournament, by any technical or human error which may occur in the processing of submissions, data entered by participants, or registration in the Basic Game or the Contest. Contest Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, effects of hackers, software, email, Players, or browsers, whether on account of technical problems, traffic congestion on the Internet or at any website, or on account of any combination of the foregoing, that may occur (including but not limited to any such problems which may result in the ability to access the Run My Pool Splash Sports Website or to process any transaction(s) in connection with the Contest). Contest Entities assume no responsibility for any injury or damage to participants or to any computer related to or resulting from participating or downloading materials in this Contest. If, for any reason, the Basic Game, the Contest, or any of their respective components are not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures of any kind, whether human, mechanical, or electronic, or any other causes beyond the control of Contest Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Basic Game or this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Basic Game, this Contest, or the affected component thereof, and, in its sole discretion, to award Prize(s) only within that portion of the Player group not affected by the disruption, if any. In addition, should the 2024 Men's Tournament be postponed, shortened, interrupted, modified, or canceled for any reason, Sponsor reserves the right at its sole discretion to award the promoted prize at the time the 2024 Men's Tournament is affected, or to cancel, terminate, modify, or suspend the Contest without awarding the promoted prize. Contest dates are subject to change as a result of any changes made to the dates of the 2024 Men's Tournament.

Privacy: Except as noted in these Official Rules, information collected from entrants is used only for the purpose to conduct the Contest, and marketing purposes for Nugget Casino Resort. In the event of any discrepancy between Nugget Casino Resort and these Official Rules, these Official Rules shall control and govern. By entering the Contest, you agree to Nugget Casino Resort use of your personal information as described.

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