



**"Beach Ball" Swipe n Win Promotion  
2024-Rules**

**Kiosk Swipe Promotion Duration**

1. Promotion period for the "Beach Ball" Swipe n Win Promotion (the "Promotion") shall be held each Friday, July 5<sup>th</sup>, 12<sup>th</sup>, 19<sup>th</sup>, 26<sup>th</sup>, 2024 from 12:01a.m. PDT through 11:59p.m. PDT, unless earlier terminated at the sole discretion of the management of Silverton Casino, LLC (the "Silverton").

**Kiosk Swipe Eligibility**

2. The Promotion shall be open only to registered Silverton Rewards Club account members who meet the gaming criteria.

**How The Kiosk Swipe n Win Promotion Works**

3. Patrons must earn one hundred (100) base points on any reel slot, video poker machine or at the table games in order to physically swipe their Silverton club card at any Silverton Redemption Kiosk to receive their associated prize.
4. **Kiosk Prizes may include:**
  - a. Up to \$1,000 Free Slot Play
  - b. Dining
  - c. One Free Hotel Stay
  - d. Guilt Gift Shop
5. All kiosk game swipes must be redeemed between 12:01a.m. PDT through 11:59p.m. PDT on specified Promotion dates at any Silverton Redemption kiosk.
6. Limit one (1) kiosk swipe n win redemption per person per Promotion date, same day redemption required.

**Kiosk Swipe n Win Prize Redemption**

7. All kiosk swipes must be redeemed prior to 11:59p.m. PDT on July 5<sup>th</sup>, 12<sup>th</sup>, 19<sup>th</sup>, 26<sup>th</sup>, 2024. It is the sole responsibility of the Patron to redeem their kiosk swipe in accordance with these Rules during the period of the Promotion; Any kiosk swipe not redeemed, in accordance with these rules shall be forfeited.
8. All Free Slot Play prizes will be loaded automatically, upon activating at any Silverton Redemption kiosk. Free Slot Play expires thirty (30) days from date of issue.
9. All Dining prizes are valid one day from date issued, at specified restaurants only, dates and dining times may vary based on hours of operations. Dining prizes may exclude Holiday's.
10. Patrons may use one (1) dining coupon per dining visit. Multiple dining coupons, regardless of promotion, may not be used at one time.
11. The hotel prize is valid for ninety (90) days from issue. Reservations must be booked 8 days in advance. Must present coupon at check-in. Not valid for Friday or Saturday reservations. Blackout dates apply. The offer is limited, subject to change and based on availability. The offer is non-transferable and cannot be combined with any other offer or promotion. Room types and special requests are not guaranteed and are on a request basis only. The offer is good for one room with a maximum of two people. Patron must provide credit card number at time of booking to guarantee your reservation. Must cancel reservations a minimum of 48hr in advance or first night hotel rate will be charged. Required credit card deposit of \$100 per night is required at hotel check-in. Must be 21 years of age or older.
12. Guilt gift shop credit is valid on merchandise items only, offer excludes alcoholic beverages and tobacco products.
13. It's the Patron's responsibility to read all coupon disclaimers for redemption details.

**Miscellaneous Rules**

14. Valid identification is required for all Patrons. "Valid identification" is defined as a current valid form of one of the following: state-issued driver's license with photograph, state-issued identification card with photograph, U.S. military identification card with photograph, or passport issued by a government. If the winner is not a U.S citizen, a current valid passport or alien registration card is required.
15. The management of the Silverton reserves the right to determine that any Silverton Rewards Club account member who is deemed in the sole and absolute discretion of the management of the Silverton to be an "advantage player," to be ineligible to participate in the Promotion, or to have their ability to participate in the Promotion otherwise limited. Any such "advantage player" who is already a Silverton Rewards Club member prior to the commencement of the Promotion, may be notified by the Silverton prior to the commencement of the Promotion of any such ineligibility or limitation determination. Otherwise, any such

- “advantage player” will be notified by the Silverton of any ineligibility or limitation determination as soon as possible after such determination is made.
16. Employees, consultants, advertising agencies and direct gaming vendors of the Silverton, together with their immediate family members, are not eligible to participate in or claim any prizes associated with this Promotion.
  17. In the event that the Everi kiosk redemption system malfunctions or fails in any way, Silverton shall make every attempt to fix the Everi kiosk system that same evening. In the event that the Everi kiosk redemption system cannot be repaired by 10:00 p.m. PDT that same evening, Silverton shall not be liable for any prizes not distributed during that time period. Any prizes not distributed due to any malfunction or failure in Everi kiosk redemption system will not be issued at a later time.
  18. Your participation in this Promotion shall be deemed an affirmative act of assent by You that You clearly understand and fully accept and agree to all Promotion rules, terms and conditions and to all decisions regarding any interpretation of these rules by the Silverton. These Promotion rules will also be posted at the Silverton Club Cashier Cage.
  19. By participating in the Promotion, each winner gives the Silverton permission to have photographs taken of each winner and to use his or her name and/or likeness for advertising and publicity purposes. As a condition of the redemption of any prize in this Promotion, You agree that You shall execute an all-rights-of-publicity release, an affidavit of eligibility and a liability release.
  20. Prizes are non-transferable.
  21. The Silverton reserves the right to alter or cancel any portion or all of this Promotion for any reason at any time and without notice, in its sole and absolute discretion.
  22. The Promotion is valid only while supplies last; substitution gifts may be awarded in the sole and absolute discretion of the Silverton.
  23. All Patrons participating in the Promotion must be at least twenty-one (21) years of age.
  24. The Silverton shall not be responsible for any typographical or other errors in the printing, the offering, or the administration of this Promotion.
  25. All prizes are subject to verification and approval by the Silverton and, if necessary or appropriate, the Nevada Gaming Control Board.

#### **Disputes/Choice of Law**

By participating in the Promotion, you also hereby agree that:

26. All issues and questions concerning these rules and the Promotion shall be governed by Nevada law without giving effect to any principles of conflicts of law of any jurisdiction; disputes, claims and causes of action at law or in equity arising out of or relating to this Promotion, or to any prize awarded pursuant to this Promotion, may be subject to the Dispute Resolution provisions of the Nevada Gaming Control Act and may be resolved pursuant to a regulatory decision made in accordance with NRS § 463.362;
27. Any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Promotion, or to any prize awarded pursuant to this Promotion, which are not subject to the Dispute Resolution provisions of the Nevada Gaming Control Act and are not resolved pursuant to a regulatory decision made in accordance with NRS § 463.362, shall be resolved individually, without resort to any form of class action; and filed only in the state or federal courts situated in Clark County, Nevada, and the Promotion entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action;
28. **ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, AND IN NO EVENT SHALL THEY INCLUDE ANY ATTORNEYS' FEES; AND UNDER NO CIRCUMSTANCES SHALL YOU BE PERMITTED TO OBTAIN AWARDS FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM ANY PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES OF ANY KIND, OTHER THAN DAMAGES FOR ACTUAL OUT-OF-POCKET EXPENSES, AND YOU HEREBY WAIVE ANY AND ALL RIGHTS TO HAVE ANY DAMAGES MULTIPLIED OR OTHERWISE INCREASED.**
29. Silverton encourages responsible gaming. For help and information on problem gaming, please call the 24-hour Problem Gamblers Help Line at 1-800-GAMBLER.