



Live! Casino Pittsburgh Live!-o-Lantern Pumpkin Carving Contest

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law and outside the states of Maryland, Delaware, Pennsylvania, Virginia, West Virginia, Ohio and the District of Columbia. Subject to all federal, state, and local laws, regulations, and ordinances. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK, INC.

MUST BE 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY.

1. Timeframe. The Live! Casino Pittsburgh Live-o-Lantern Pumpkin Carving Contest ("Contest") is Facebook exclusive and commences on the Pittsburgh Live! Casino Facebook page at TBD Eastern Time ("ET") on Monday, October 4, 2021 and ends at 11:59PM ET on Monday, October 25, 2021. ("Promotional Period"). Any entries received prior to or after this Promotional Period will not be eligible to enter or win. Sponsor's computer is the official time keeping device for this Contest. Three (3) winners will be notified via email or phone call on or TBD and each potential winner will have two (2) days to respond to Sponsor and provide all required documentation to claim the prize. Potential winners may be announced on the Live! Casino & Hotel Facebook page on or about TBD. Three (3) winners will win one (1) prize each, based upon the category which they are determined the winner of. Valid only at Live! Casino Pittsburgh.

2. Sponsor. Live! Casino Pittsburgh, 5260 US-30, Greensburg, PA 15601 ("Sponsor").

3. Eligibility Criteria. This Contest is open to legal U.S. residents currently residing within 100 miles of Live! Casino Pittsburgh who are at least twenty-one (21) years of age at the time of entry and who are Live! Rewards® Members. Participants may be required to show proof of identification (passport, driver's license, or birth certificate) to Sponsor in order to verify eligibility. Employees, officers and directors of Sponsor, or any of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, web masters (collectively, "Contest Entities"), and the members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Pennsylvania Gaming Control Board ("PGCB") staff, PGCB agents, and their immediate family members are also ineligible. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Contest. All entrants must have access to the Internet prior to the start of the Contest.



4. How to Enter. To enter, a Facebook account must publish a public post with a photo of their carved or painted pumpkin submission. To be counted, the submission post must have Live! Casino Pittsburgh's Facebook page tagged and have included the hashtag #LiveoLantern during the Promotional Period.

Upon submitting an eligible post, you will be automatically entered into the Contest. By entering the Contest, you agree that Sponsor may contact you via email, phone call or social media, including on Facebook by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor's social media page. All potential winners are subject to verification before any prize will be awarded.

By participating in this Contest, entrant acknowledges and agrees that he or she will clearly and conspicuously disclose that he or she is participating in this Contest in the entry and any social sharing interaction that references the Contest or is used to obtain entries in connection with this Contest. Sponsor reserves the right in its sole discretion to disqualify any entrant who does not adequately disclose his or her participation in this Contest while engaging in any online social sharing interaction during the Promotional Period or otherwise related to the Contest.

5. Selection of Potential Winner. Three (3) winners will be selected based upon varying criteria dependent upon the category each submission is assigned to by the Sponsor. Sponsor's decisions regarding all issues pertaining to the Contest are final. Potential winners will be notified on or about Wednesday, October 27 by phone call or email. Potential winners must respond to Sponsor via phone call or email within one (1) day of Sponsor's notification to be eligible to receive a prize. Except where legally prohibited, each potential Contest winner may also be required to sign and complete an Affidavit of Eligibility, a Release of Liability, and a Publicity Release within two (2) days of Sponsor's notification. If a potential Contest winner cannot be contacted via phone call or email after the first attempt to contact him/her, or if he/she fails to respond to Sponsor's message within the time period specified by Sponsor, or if he/she fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release (if applicable), or



in the event a potential giveaway winner is disqualified for any reason, any remaining prizes may remain un-awarded.

Verification of potential winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

6. Prizes. Winners in each category will win two (2) tickets to attend The Monster Bash event on Friday October 29, 2021. Three (3) individual prizes will also be awarded in the Contest based upon the category the contestant wins. The prize for the **Fan Favorite** category will be one-hundred and fifty (150) dollars in Free Slot Play valid for seven (7) days after issuance for the winner and two (2) tickets to The Monster Bash. The prize for the **Sean's Favorite** category will be free admission for two (2) to the Live! Casino Monster Bash Costume Party and one-hundred (100) dollars in Free Slot Play, valid for seven (7) days after issuance. The prize for the winner of the **Best Painted Pumpkin** category will be fifty (50) dollars in Free Slot Play and a fifty (50) dollar gift certificate to either Guy Fieri's American Kitchen and Bar or Sports and Social Steel City and two (2) tickets to attend The Monster Bash event. Free Slot Play will be upload to the winner's Live! Rewards® Card, other category prizes can be redeemed at the Live! Rewards Booth within three (3) days of issuance. The Approximate Retail Value ("ARV") of the prizes will be \$410.00. Total ARV of all prizes to be awarded: \$410.00. Please note: The prizes do not include transportation to/from the Live! Casino & Hotel. Limit One (1) prize per person per household.

OF PRIZE WINNER'S OR GUEST'S ACCEPTANCE OR USE OF THE PRIZE.

7. General Conditions; Termination and Modification. Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of posting, sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the website, and/or the legitimate operation of the Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Contest is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) suspend the Contest and modify 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) terminate the Contest and award the prize at random from among the eligible,



non-suspect entries received up to the time of the impairment.

8. Releases and Limitations of Liability. By entering this Contest, participants agree to release and hold harmless Sponsor, Instagram and their subsidiaries, affiliates, directors, officers, employees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their agents (the "Released Parties") from any and all liability for any injuries, loss or damage of any kind to persons, including personal injury or death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, use and/or misuse of any prize, entry, or participation in this Contest or in any Contest related activity, including access to and use of the Internet site www.Facebook.com or the downloading and/or printing material downloaded from said site, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. The Contest winner will indemnify the Released Parties against all claims, damages, liabilities, and expenses (including counsel fees and legal expenses) arising out of any breach of these terms. The Released Parties are not responsible if any prize cannot be awarded due to closings, cancellations (including cancellation of Dinner by Sponsor or any other person or entity), delays, or interruptions due to acts of God, acts of war, natural disasters, weather, or terrorism.

By participating in this Contest, entrants agree that the Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error that may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE WEB SITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE



IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. Publicity Release. EXCEPT WHERE PROHIBITED BY LAW, WINNERS GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), ITS SUBSIDIARIES, AFFILIATES, ADVERTISING AND CONTEST AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, EACH WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION, SUCH GRANT TO BE CONFIRMED IN WRITING AS REQUESTED BY SPONSOR IN ITS DISCRETION.

10. Intellectual Property. BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT ALL CONTENT SUBMISSIONS THAT ENTRANT MAY SUBMIT TO SPONSOR OR OTHERWISE POST IN CONNECTION WITH THIS CONTEST, INCLUDING ALL RIGHTS EMBODIED THEREIN, WHETHER SENT VIA THE WEBSITE, ELECTRONIC MAIL, Facebook OR SOME OTHER MEANS, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION AS IDENTIFIED IN SPONSOR'S PRIVACY POLICY (AVAILABLE AT <https://pittsburgh.livecasinohotel.com/about-us/privacy-notice>) ARE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH CONTENT SUBMISSIONS. SPONSOR SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE, AND DISTRIBUTE THE CONTENT SUBMISSION TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO ENTRANT OR ANY THIRD-PARTY. ENTRANT HEREBY GRANTS TO SPONSOR, IN PERPETUITY, AN IRREVOCABLE, AND WORLD-WIDE LICENSE TO USE THE CONTENT SUBMISSION IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE CONTENT SUBMISSION, ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE CONTENT SUBMISSION, AND AGREES THAT IF SPONSOR ELECTS TO USE CONTENT SUBMISSION FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO ENTRANT'S CONTENT SUBMISSION OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. ENTRANT



FURTHER AGREES THAT IF SPONSOR ELECTS TO USE ENTRANT'S CONTENT SUBMISSION, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE CONTENT SUBMISSION CAUSES IT TO BE LIABLE TO ANY THIRD-PARTY, ENTRANT AGREES TO INDEMNIFY SPONSOR AND ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVE AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE CONTENT SUBMISSION.

Disputes. Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a single arbitrator under the Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services (JAMS) or such other dispute resolution entity jointly agreed upon by the parties. Any arbitration hearing shall take place in the Commonwealth of Pennsylvania and under the laws of the same. The decision of the arbitrator shall be final and binding, and the award may be entered in any court having jurisdiction over the parties. This provision shall not limit Customer's rights set forth in Article 9 to obtain immediate injunctive relief and any other rights or remedies to which Customer may be entitled; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest not to exceed one hundred dollars (\$150), but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

11. Privacy. Any personal information sent to, shared with, or collected by Sponsor in connection with this Contest is subject to Sponsor's Privacy Policy found at <https://pittsburgh.livecasinohotel.com/about-us/privacy-notice>

12. Official Rules and Winners List: For a copy of the Official Rules, visit <https://pittsburgh.livecasinohotel.com/live-casino-contests>. For a list of winners available for three (3) months after the Contest ends, send an email request to GuestServices@livech.com with "Live! Casino Pittsburgh LiveOLantern Contest" in the subject line.

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