

## **HARD ROCK HOTEL & CASINO ATLANTIC CITY**

### **Valentine's Day Sweepstakes CONTEST RULES (the "Rules")**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** This contest (the "Contest") is open only to those who fill out the sweepstakes form at <https://www.hardrockhotelatlanticcity.com/sweepstakes> and who are twenty-one (21) years of age or older as of the date of entry and are not on the exclusion or self-exclusion list. The Contest is void where prohibited by law. Employees of Boardwalk 1000, LLC (dba Hard Rock Hotel & Casino Atlantic City) ("Boardwalk"), its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively, the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations.
2. **Agreement to Rules:** By participating, the contestant ("You") agrees to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Boardwalk as final and binding as it relates to the content of this Contest.
3. **Contest Period:** Entries will be accepted online starting on January 12, 2023, at 9:00am and ending January 26, 2023 at 9:00am. All online entries must be received by January 26, 2023 at 9:00am.
4. **How to Enter:** The Contest must be entered by submitting an entry using the online form provided at <https://www.hardrockhotelatlanticcity.com/sweepstakes>. The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Boardwalk. You may enter only once. You may not enter more than one time by using multiple email addresses, identities, or devices in an attempt to

circumvent these Rules. If You use fraudulent methods or otherwise attempt to circumvent the Rules, your submission may be disqualified from eligibility at the sole discretion of Boardwalk.

5. Prizes: There will be one Grand Prize winner selected (each a "Winner").

The Grand Prize Winner will receive, valid only on February 11, 2023: North Tower Bay Classic King room accommodations for one (1) night, \$300 dining credit, and (2) General Admission Tickets to Def Leppard-Motley Crue show.

(The estimated value of the Grand Prize is \$1,500).

Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Boardwalk. No cash or other prize substitution shall be permitted except at Boardwalk's sole discretion. The prize is nontransferable. All prizes must be claimed by January 26, 2023 at 5:00PM. Any and all prize-related expenses, including, without limitation, any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by the Winner is permitted. Acceptance of the prize constitutes permission for Boardwalk to use the Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: The Winner will be selected by random drawing under the supervision of Boardwalk. The Winner will be notified by email. Boardwalk shall have no liability for the Winner's failure to receive notices due to spam, junk e-mail, or other security settings or for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted, is ineligible, fails to claim the prize within three (3) calendar days from the time award notification was sent,

or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected in accordance with these Rules. Receipt by the Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER (AT BOARDWALK'S SOLE DISCRETION) WILL RESULT IN THE WINNER'S DISQUALIFICATION AS THE WINNER OF THE CONTEST, AND ALL PRIVILEGES AS THE WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this Contest and submission of media in relation thereto (e.g., photo, video, text, etc.), You understand and agree that Boardwalk, anyone acting on behalf of Boardwalk, and Boardwalk's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

9. Terms & Conditions: Boardwalk reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond Boardwalk's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Boardwalk may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Boardwalk. Boardwalk reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Rules. Boardwalk has the right, in its sole discretion, to maintain the integrity of the Contest, to void entries for any reason, including, but not limited to, multiple entries from the same user from

different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, Boardwalk reserves the right to seek damages to the fullest extent permitted by applicable law.

10. **Limitation of Liability:** By entering this Contest, You agree to release and hold harmless Boardwalk and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including, but not limited to, the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Contest; and (v) electronic or human error in the administration of the Contest or the processing of entries.

11. **Disputes:** THIS CONTEST IS GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, You agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New Jersey. Further, in any such dispute, under no circumstances shall You be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including, but not limited to, reasonable attorneys' fees, other than Your actual out-of-pocket expenses (i.e., costs

associated with entering this Contest). You further waive all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on Boardwalk's website at <https://www.hardrockhotels.com/atlantic-city>.

13. Winners List: To obtain a copy of the Winner's name or a copy of these Rules, mail your request along with a stamped, self-addressed envelope to: Boardwalk 1000, LLC, Hard Rock Hotel & Casino Atlantic City, 1000 Boardwalk, Atlantic City, NJ 08401, c/o Marketing Department. Requests must be received no later than January 26, 2022 at 12:00pm.

14. Sponsor: The Sponsor of the Contest is Boardwalk 1000, LLC, 1000 Boardwalk, Atlantic City, NJ 08401.

15. No Affiliation: The Contest hosted Boardwalk by is in no way sponsored, endorsed, administered by, or associated with any company on whose website or mobile app this Contest is offered, advertised, or promoted.