The ClubWPT™ Phil Ivey Golf Simulator Promotion
OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

- **PROMOTION DESCRIPTION:** The ClubWPT™ Phil Ivey Golf Simulator Promotion (the "**Promotion**") begins on or about December 2, 2022 at 10:01 am Pacific Standard Time ("**PST**") and concludes on December 4, 2022 at 11:59 pm PST (the "**Promotion Period**"). During the Promotion Period, any ClubWPT member will have the opportunity to participate in the Promotion (herein, referred to as "**Entrants**"): one (1) independent drawing (the "**Drawing**") for the opportunity to win one of five (5) Drawing Prizes (as defined below) that include the opportunity to participate in a Golf Simulator game with Phil Ivey at in Las Vegas on Saturday, December 10, 2022 (the "**ClubWPT Phil Ivey Golf Simulator Event**"). As a part of the ClubWPT Phil Ivey Golf Simulator Event, Drawing Prize (as defined below) winners will also have an additional opportunity to compete to win: one (1) WPT World Championship Main Event Seat (as defined below) worth Ten Thousand Four Hundred U.S. Dollars ($10,400 USD) that includes the opportunity to participate in the WPT World Championship Main Event at Wynn Las Vegas in Las Vegas, Nevada beginning Monday, December 12, 2022 (the "**WPT World Championship Main Event**"). By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules, the Terms (as defined herein) and the decisions of Club Services, Inc., 17877 Von Karman Avenue, Suite 300, Irvine, CA 92614 ("Sponsor"), which shall be final and binding in all respects.

- **ELIGIBILITY:** Only individuals who are (i) twenty-one (21) years of age or older and a legal resident of one of the states or countries listed at https://www.clubwpt.com/prize-eligibility/ at the time of entry, (ii) are **members of ClubWPT.com**, and (iii) are otherwise legally eligible to enter a casino and/or card room per Nevada State Law, are eligible to enter the Promotion. Officers, directors and employees of Sponsor and its parent(s) and subsidiary(ies) (the "Promotion Entities"), and each of their immediate family members and/or people living in the same household, are NOT eligible to enter the Promotion or win a prize. All entrants must comply with Sponsor's terms and conditions (the "Terms"), located at https://www.clubwpt.com/terms-service-vip/ and incorporated herein by this reference. In the event of a conflict between the Terms and these Official Rules, the terms and conditions of these Official Rules shall govern and control. Void where prohibited.

- **PROMOTION PERIOD:** The Promotion will take place starting December 3, 2022 at 12:01 am PST and concludes on December 6, 2022 at 11:59 pm PST.

- **HOW TO ENTER:** During the Promotion Period, Sponsor will, on its Twitter account @WPT, post a designated tweet (the "Tweet"). To enter, you must: (i) be an active member of ClubWPT.com; (ii) comment on the Tweet from @WPT; and (iii) follow @WPT (collectively, a "Submission"). By following @WPT and commenting on the Tweet, you consent and agree to these Official Rules. The Twitter database clock will be the official time keeper for this Promotion. No substitutions of new versions of Submissions will be accepted under any circumstances once the original Submission is submitted for consideration. Any Submission that is considered by Sponsor in its sole and absolute discretion to be obscene, libelous, hate speech or

otherwise objectionable, in whole or in part, will be disqualified and will not be eligible for entry. Proof of submission is not considered proof of delivery to or receipt of such entry. Furthermore, Sponsor shall have no liability for any Submission that is lost, intercepted or not received by the Sponsor. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personal information collected in connection with the Promotion will be used in accordance with Sponsor's privacy policy located at https://www.worldpokertour.com/privacy-policy/.

- Entrants are providing information to Sponsor and not to Twitter. Entry must be made by the entrant, only through Twitter. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. Tampering with the entry process or the operation of the Promotion, including but not limited to the use of any device to automate the entry process or the use of multiple Accounts to enter the Promotion is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry(ies) will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

- **PRIZES:**

    - **Drawing Prizes:** Eligible ClubWPT members may win one (1) of five (5) prizes. Drawing Prize Winners will have the opportunity to play in the ClubWPT Phil Ivey Golf Simulator Event (the "**Drawing Prize**"). The ClubWPT Phil Ivey Golf Simulator Event will take place on December 10, 2022 in Las Vegas.

    - **World Championship Main Event Seat:** During the ClubWPT Phil Ivey Golf Simulator Event, the Drawing Prize winners will also have a chance to win one (1) Ten Thousand Four Hundred U.S. Dollars ($10,400 USD) buy-in to the WPT World Championship at Wynn Las Vegas ("**World Championship Main Event Seat**"). The winners of the Drawing Prize will play in a Golf Simulator game against Phil Ivey in Las Vegas, Nevada. Whichever Drawing Prize Winner(s) get a higher score in the Golf Simulator game than Phil Ivey will be entered into a second independent drawing (the "**World Championship Main Event Seat Drawing**") for the opportunity to win one World Championship Main Event Seat; If no Drawing Prize Winner gets a higher score in the Golf Simulator game than Phil Ivey, all Drawing Prize Winners will be entered into the World Championship Main Event Seat Drawing for the opportunity to win one World Championship Main Event Seat .

    - Each winner of the Promotion must be able to travel to Las Vegas to participate in the ClubWPT Phil Ivey Golf Simulator Event and the WPT World Championship Main Event. In the event a winner is not able to travel to Las Vegas to participate in the ClubWPT Phil Ivey Golf Simulator Event and WPT World Championship Main Event, the next randomly selected entrant in the Promotion will be awarded the Drawing Prize. Each Drawing Prize must be claimed by December 10th, 2022. The World Championship Main Event Seat winner will collect the Prize in person by reporting to a designated WPT

staff member at Wynn Las Vegas in Las Vegas, Nevada at any time during Day 1, Day 2 or Day 3 (December 12, 2022 through December 14, 2022) of the Event.

- Nothing set forth herein shall be construed to require Sponsor to hold a Phil Ivey Golf Simulator Event or WPT World Championship Main Event (herein, collectively referred to as the "**Events**") at any particular time, or at all. In the event that the Events listed in the Promotion description does not or cannot take place as scheduled or at all, for reasons included but not limited to scheduling conflicts, cancellations, postponement, an event of "Force Majeure" (defined below), or for any other reason, then in lieu of attending the Events winner(s) will receive a substitute prize of comparable value which shall constitute full satisfaction of Sponsor's prize obligation to the Promotion winner(s), and no other or additional compensation will be awarded. **For clarification and the removal of doubt, the Events do not include the following: (i) transportation for the Event winner or guest to the Events; or (ii) accommodations before, during or after the Events, ground transportation and any other incidental expenses incurred in connection with the Events. All arrangements and expenses associated with travel to and from the Events and accommodations before, during and after the Events, ground transportation and any other incidental expenses incurred in connection with the Events are the sole responsibility of the Event winner and his or her guest.**

- **Odds of winning depend on the number of eligible entries received during the Promotion Period.**

- PUBLICITY RELEASE: By participating in the Promotion, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in and/or winner and/or participant of the Promotion, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, photograph, likeness, statements, biographical information, and any other personal characteristics, in any and all media for any purpose, including without limitation, advertising and Promotion purposes as well as in, on or in connection with the Event or any World Poker Tour program or event, the Promotion or other promotions, and each entrant and/or prize winner(s) and/or participant(s) hereby release the Promotion Entities from any liability with respect thereto.

- **GENERAL PRIZE CONDITIONS:** Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Promotion materials are for illustrative purposes only. All details and other restrictions of the prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. The prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. The potential prize winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release, and a Travel Release (collectively, "Prize Claim Documents"). If the winner of the Tournament is under the age of majority in such winner's state of residence (a "minor"), at Sponsor's option, the prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the

parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If any potential winner (or, in the case of a minor, such minor winner's parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within three (3) days of prize notification, the winner may be disqualified and an alternate winner may be selected. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

- **GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Acceptance of a prize constitutes winner's permission for the Promotion Entities to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made pandemic/epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or

occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

- **GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

- **ARBITRATION PROVISION:** By participating in this Promotion, each entrant agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (a) the Promotion, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Orange County, California; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Promotion; (v) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed $125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant 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 entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of 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, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to

arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

- **WINNER'S LIST/OFFICIAL RULES:** To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to: The "ClubWPT™ Phil Ivey Golf Simulator " Promotion Winners List, c/o Club Services, Inc., 17877 Von Karman Avenue, Suite 300, Irvine, CA 92614.

  All such requests must be received within six (6) weeks after the end of the Promotion Period.

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