The World Poker Tour "Player Party - World Championship Main Event Seat" Promotion
OFFICIAL RULES

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

1. **PROMOTION DESCRIPTION:** The World Poker Tour "Player Party - World Championship Main Event Seat Giveaway" Promotion (the "**Promotion**") begins on or about December 11, 2022 at 11:01 am Pacific Standard Time ("**PST**") and concludes on December 12, 2022 at 11:00 am PST (the "**Promotion Period**"). The Promotion consists of one (1) independent drawing (the "**Drawing**"). Entries for the Drawing will be accepted during the Promotion Period, entrants will have the opportunity to enter to win One (1) WPT World Championship Main Event Seat (as defined below) worth Ten Thousand Four Hundred U.S. Dollar ($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 "**Event**"). At the end of the Promotion Period, one (1) WPT World Championship Main Event Seat winner will be selected from all eligible Drawing entries received during the Promotion Period as set forth more fully below. Entry in the Promotion does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of WPT Enterprises, Inc., 17877 Von Karman Avenue, Suite 300, Irvine, CA 92614 ("**Sponsor**"), which shall be final and binding in all respects.

2. **ELIGIBILITY:** The Promotion is open only to individuals who are at least twenty-one (21) years of age and the age of majority in their jurisdiction of primary residence at the time of entry. Residents of countries currently subject to the United States embargo or on the United States list of state sponsors of terrorism are not eligible to enter the Promotion or win the WPT World Champion Main Event Seat. For a current list of countries currently subject to the United States embargo or on the United States list of state sponsors of terrorism, go to https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx. Officers, directors, official ambassadors and employees of Sponsor and its parent, subsidiaries, licensors, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively, the "**Promotion Entities**"), and each of their immediate family members and/or people living in the same household of each are NOT eligible to enter the Promotion or win a prize. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter.

3. **HOW TO ENTER:** During the Promotion Period, to enter, you must: (i) tweet a photo of yourself at the WPT World Championship's Players Party with a WPT Ambassador and include the hashtag #WPTThankyouplayers; and (ii) 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.

4. **WINNER SELECTION AND NOTIFICATION:** At the end of the Promotion Period, one (1) WPT World Championship Main Event Seat winner will be randomly selected by Sponsor from all eligible Submissions received during the Promotion Period. The drawing will be conducted by Sponsor or its designee, using randomization methods selected by Sponsor in its sole discretion. A potential winner will be notified through a message on their Twitter account that was used to enter the Promotion. Entrant is responsible for keeping their account information up to date. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. Time is of the essence in awarding the prize. If, despite reasonable efforts, a potential prize winner does not respond within forty-eight hours (48) hours of the first notification attempt, or if a prize or prize notification is returned as unclaimed or undeliverable to such potential prize winner, such potential prize winner will forfeit the applicable prize and an alternate prize winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential prize winners in accordance with such procedure, and if there is still no confirmed prize winner after such attempts have been made, if any, the applicable prize may go unawarded. Limit one (1) prize per person, regardless of the number of Submissions.

5. **WPT WORLD CHAMPIONSHIP MAIN EVENT BUY-IN/ODDS:** One (1) WPT World Championship Main Event Seat will be awarded in the Promotion. The World Championship Main Event Seat ("**WPT World Championship Main Event Seat**") consists of: a Ten Thousand Four Hundred U.S. Dollar ($10,400 USD) buy-into the Event (accommodations, incidentals, food and travel not included).

   The Prize winners 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 1A, Day 1B or Day 1C (December 12, 2022 through December 14, 2022) of the Event.

   Nothing set forth herein shall be construed to require Sponsor to hold a WPT World Championship Main Event at any particular time, or at all. In the event that the WPT World Championship Main Event listed in the WPT World Championship Main Event Seat 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 WPT World Championship Main Event, the WPT World Championship Main Event Seat winner will receive a substitute prize of comparable value which shall constitute full satisfaction of Sponsor's prize obligation to the WPT World Championship Main Event Seat winner, and no other or additional compensation will be awarded. **For clarification and the removal of doubt, the WPT**

World Championship Main Event Seat does not include the following: (i) transportation for the WPT World Championship Main Event Seat winner or guest to the WPT World Championship Main Event; or (ii) accommodations before, during or after the WPT World Championship Main Event, ground transportation and any other incidental expenses incurred in connection with the WPT World Championship Main Event. All arrangements and expenses associated with travel to and from the WPT World Championship Main Event and accommodations before, during and after the WPT World Championship Main Event, ground transportation and any other incidental expenses incurred in connection with the WPT World Championship Main Event are the sole responsibility of the WPT World Championship Main Event Seat winner and his or her guest.

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

6. **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.

7. **GENERAL PRIZE CONDITIONS:** Prizes are non-assignable and non-transferable. All details and restrictions of the prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize 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. 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(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. The WPT World Championship Main Event Seat 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. Each potential prize winner and his or her guest may be required to execute an Affidavit of Eligibility, a Liability Release, (where imposing such condition is legal) a Publicity Release, and a Travel Release (collectively, "**Prize Claim Documents**"). If the WPT World Championship Main Event Seat winner is under the age of majority in such winner's state of residence (a "**minor**"), at Sponsor's option, the WPT World Championship Main Event Seat 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 forty-eight (48) hours of prize notification, the winner may be disqualified and an alternate winner may be selected.

8. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** Each person who enters this Promotion represents and warrants as follows: (i) the Submission is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (ii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; and (iii) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant

hereunder. 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.

9. **GRANT OF RIGHTS:** For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant into the Promotion hereby irrevocably grants Sponsor, its successors and assigns, a non-exclusive license (but not the obligation) to reproduce, publicly perform, stream, exploit, make derivative works of and otherwise use the Submission throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Sponsor shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. Sponsor shall retain the rights granted in each Submission even if the Submission is disqualified.

10. **GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Entrants (and any minor entrant's parent or legal guardian) agree that the Promotion Entities and Twitter (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, phone, or other electronic device used to participate in the Promotion and which is occasioned by accessing the Website or otherwise 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 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 for Force Majeure 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. 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.

11. **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.

12. **ARBITRATION PROVISION:** By participating in this Promotion, each entrant (and any minor entrant's parent or legal guardian) 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 Los Angeles, 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**.**

13. **WINNER'S LIST/OFFICIAL RULES**: To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to: The World Poker Tour "Player Party World Championship Main Event Seat" Promotion Winners List, c/o WPT Enterprises, 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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