

WPT® Season XXI Player of the Year Promotion

(Updated January 2023)

Official Rules

NO PURCHASE NECESSARY.

A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

• **PROMOTION DESCRIPTION** The WPT® Season XXI "Player of the Year" Promotion (the "**Promotion**") begins on January 30, 2023 at 12:01 A.M. Eastern Time ("**ET**") and ends on or about December 23, 2023 at 11:59:59 P.M. ET (the "**Promotion Period**"). During the Promotion Period, entrants will have the opportunity to participate in qualifying World Poker Tour® ("**WPT**") tournaments and earn points toward the WPT Season XXI Player of the Year Leaderboard. The top three (3) finishers on the WPT Season XXI Player of the Year Leaderboard will win prizes as detailed below (the "**Prizes**").

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, the Terms (as defined herein) 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.

ELIGIBILITY. Only individuals who are (i) at least eighteen (18) years of age and the age of majority in their jurisdiction of primary residence at the time of entry, and (ii) who have registered for a POY Event (as defined below) and reach the "In The Money" stage (as defined below) of the POY Events, are eligible to enter the Promotion. 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 Grand Prize. 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 and employees of Sponsor and its parent(s) and subsidiary(ies), (such entities, 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.

HOW TO PARTICIPATE: The WPT Season XXI Player of the Year Leaderboard Promotion will apply to the following WPT events occurring during Season XXI (taking place in 2023): WPT Main Tour events, WPT Prime events, and such other WPT-branded events designated by Sponsor as eligible for "Player of the Year" points (the "**POY Events**").

Points will be awarded only to players who finish "In The Money" in such POY Events. Being "**In The Money**" refers to a player having reached a point in the event where he or she is guaranteed prize money from the prize pool. A player qualifying as "In The Money" more than one (1) time in a single POY Event (e.g., if participating in a POY Event that permits a "best stack forward" method of advancing after a player has participated in a Day 1A and Day 1B) will only receive points for his/her highest placement in the respective POY Event.

FREEZING POINTS: In any scenario where a POY Event ends with more than one (1) player remaining, and one (1) player is awarded the title, points will be “frozen” and all such remaining players will receive the points awarded to the lowest available finishing position. For example, if there are three (3) players left and play stops, all three (3) players will receive the equivalent of third place points. If a deal is made, which includes one (1) player winning the title, and play continues to achieve the order of placings agreed to in the deal negotiations, points will be “frozen” and all players will receive the points awarded to the lowest available finishing position. All other situations shall award points as usual, based only on those who finish “In the Money”.

Once a player is “In The Money”, the number of WPT Season XXI Player of the Year points that will be awarded for each POY Event is based on the total prize pool of such POY Event (determined at Sponsor’s sole discretion). The winner of the WPT Season XXI Player of the Year award will be the player who earns the most points from participating in POY Events during the Promotion Period. In the event of a tie on points, the following tiebreaking system will apply (only move to the next numbered tiebreaker if players tying are still equal):

- 1st tiebreaker - Most Titles Won from all POY Events
- 2nd tiebreaker - Most Final Table appearances
- 3rd tiebreaker - Most Events Played*
- 4th tiebreaker - Most Money Won at all POY Events*
 - * Only applies to “results in the points”
 - 4th tiebreaker notes - In the event a jurisdiction/casino allows deal making, then the individual cashes as listed by the venue will be shown on WPT channels and distribution networks. If the jurisdiction/casino does not allow deal making, then individual cashes will be shown as per the official prize pool on WPT channels and distribution networks.
 - To verify individual cashes go to <https://www.worldpokertour.com/event/?list=past> The date used to determine the USD exchange rate for non-USD POY events is the closing exchange rate for Day 1A as per Wall Street Journal website <https://www.wsj.com/market-data/currencies/exchangerates>

PRIZES: The top three (3) finishers on the WPT Season XXI Player of the Year Leaderboard will win the following prizes.

- 1st Place – One (1) WPT Passport (detailed below) valued at \$15,000 USD, which can be used at any Season XXII WPT live event across the globe.
- 2nd Place – One (1) WPT Passport (detailed below) valued at \$10,000 USD, which can be used at any Season XXII WPT live event across the globe.
- 3rd Place – One (1) WPT Passport (detailed below) valued at \$5,000 USD, which can be used at any Season XXII WPT live event across the globe.

PRIZE VALUES AND CONDITIONS:

- 1) The 1st place winner of the Leaderboard will receive a WPT Passport prize with an approximate retail value of \$15,000 USD, to be used at any Season XXII live event across the globe.
- 2) The 2nd place finisher in the Leaderboard will receive a WPT Passport with an approximate retail value of \$10,000 USD, to be used at any Season XXII live event across the globe.
- 3) The 3rd place finisher in the Leaderboard will receive a WPT Passport with an approximate retail value of \$5,000 USD, to be used at any Season XXII live event across the globe.

For clarification and removal of doubt, the WPT Passport prizes do not include the following: (i) transportation for the winners to the Season XXII live events; or (ii) accommodations, ground transportation and any other incidental expenses incurred in connection with the WPT events. All arrangements and expenses associated with the Season XXII live events and accommodations, ground transportation and any other incidental expenses incurred in connection with the Season XXII live events are the sole responsibility of the winners. The WPT Passport shall act as buy-in credits to the Season XXII live event(s), and are non-transferrable and may not be used by any other player. The WPT Passport can be used for any Season XXII live event in 2024 and expires on December 31, 2024. If a prize is not used by December 31 2024 the winner forfeits that prize.

IMPORTANT INFORMATION: The WPT Passport winners must possess all required travel documents, including visas and valid government issued passports, if and as applicable, and comply with any applicable hotel check-in requirements, such as presentation of a major credit card. A deposit or payment in advance, or presentation of a credit card by the WPT Passport winners, may be required at the time of check-in at the hotel. Any hotel cancellations or changes to hotel reservations after confirmation must be made with the hotel directly, and the WPT Passport winners are solely responsible for any charges and/or fees arising from changes made directly with the hotel. The prize restrictions/conditions stated herein are not all-inclusive and the WPT Passports described above may be subject to additional restrictions/conditions, which may be stated in the Prize Claim Documents (as defined below) and/or other travel documents. In the event the WPT Passport winners engage in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the WPT Passport winners home with no further compensation.

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

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 any of the winners of the Promotion is under the age of majority in such winner's state of residence (a "**minor**"), at Sponsor's option, the winner 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.

WINNERS LIST: To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to: The "WPT Season XXI Player of the Year" 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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