

Circa Sports Kentucky Sportsbook Booth Giveaway Rules

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING INTO THIS SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES, WHICH CONSTITUTE A CONTRACT, SO READ THEM CAREFULLY. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT, DO NOT ENTER THIS SWEEPSTAKES.

Sponsor: The Circa Sports Kentucky Sportsbook Booth Giveaway Sweepstakes (the "Sweepstakes") is sponsored by Circa Sports Kentucky LLC, with a principal place of business located at 1 Fremont St, Las Vegas, NV, 89101 ("Sponsor" or "Circa Sports Kentucky").

Eligibility: The Sweepstakes is a promotional event that is open to residents of the fifty (50) United States (including District of Columbia), who are at least twenty-one (21) years old at the time of entry and are otherwise eligible to participate in gambling activity in Kentucky.

Each person who enters the Sweepstakes is referred to herein as a "Participant". The following persons are not eligible to participate in the Sweepstakes and/or to win a prize: employees, officers, directors, agents, owners of the Sponsor and their respective affiliated entities, any advertising, promotional agency or other entity involved in the creation, administration or fulfillment of this Sweepstakes (collectively referred to herein as the "Sweepstakes Entities"), and the immediate family members (defined as spouse, parent, child, sibling, or grandparent, whether biological, adoptive, step or in-law) and those living in the same household (regardless of whether related).

Patrons who are listed on the Statewide Voluntary Self-Exclusion Program, any other excluded patron list, or are not otherwise eligible to participate in gambling activity in Kentucky are not eligible to participate in the Sweepstakes. Patrons who are taking a gaming hiatus / cooling off period through the Circa Sports Kentucky mobile app are ineligible for the Sweepstakes until such Patron's exclusion date or cooling off date expires. Participants who are taking a gaming hiatus / cooling off period through the Circa Sports Kentucky mobile app are not eligible to participate until after the Participant's exclusion date or cooling off date expires.

Sweepstakes Period: This Sweepstakes will be held at the Circa Sports Kentucky Permanent Retail Sportsbook at The Mint Gaming Hall at Kentucky Downs located at 5629 Nashville Road, Franklin, KY 42134 on Saturday, August 23, 2025 beginning at 11:00 AM CST and ending at 6:00 PM PST (the "Sweepstakes Period").

How to Enter: During the Sweepstakes Period, eligible persons may enter the Sweepstakes by (i) completing a Data Collection Form to be provided by a Circa Sports Kentucky representative with

their first name, last name, email, and zip code (each, an "Entry"). Participants are limited to one (1) Entry for the Sweepstakes Period.

By entering this Sweepstakes, Participant agrees that they have read and accepted (A) these Official Rules; (B) Sponsor's privacy policy, which is available at https://www.circasports.com/privacy (C) Sponsor's Terms of Use, which is available at https://www.circasports.com/terms, and (D) Sponsor's Financial Incentive Notice, where applicable, which is available at https://www.circasports.com/terms, and each of which is incorporated by referenced and made a part of these Official Rules.

Selection of Winners: Immediately following the conclusion of the Sweepstakes Period (the "<u>Drawing Date</u>"), one grand prize winner will be randomly selected by a representative of Sponsor or its designee (the "<u>Winner</u>"). Odds of winning depend entirely on the number of valid Entries received during the Sweepstakes Period.

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. FURTHER, A PURCHASE WILL NOT IMPROVE A PARTICIPANT'S CHANCES OF WINNING A PRIZE IN THIS SWEEPSTAKES.

Prize(s): One Winner will receive a prize package consisting of the use of one booth in the Circa Sports Kentucky Retail Sportsbook every Sunday from September 7, 2025 until January 4, 2026 (the "Prize"). The Prize has an approximate retail value of \$9000. The booth's capacity is six (6) people. All six (6) people must be at least twenty-one (21) years old. If unable to use the booth, the Winner is able to temporarily transfer (but is prohibited from selling or offering for resale) the Prize to a friend ("the Designee") for that day by calling or emailing the Circa Sports Kentucky Retail Sportsbook [XXX-XXX-XXXX or XXX@XX.com] in advance of check-in on the applicable Sunday. The Winner, or the Designee, must present their ID to complete check-in each Sunday.

The Prize must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute the Prize with another prize of equal of greater value if the Prize is not available for any reason, as determined by Sponsor in its sole discretion.

All costs and expenses associated with a Participant's acceptance, collection and use of a prize not specified herein as being provided as part of the Prize are the sole responsibility of the winning Participant. For the avoidance of doubt, the Prize does not include the cost of transportation, parking, accommodations, meals and beverages, incidental expenses, and gratuities. Access to the booth is subject to terms and conditions of the Circa Sports Kentucky Retail Sportsbook. Sponsor reserves the right to deny entry or remove from the Circa Sports Kentucky Retail Sportsbook any Winner or guest(s) who behave in a non-sportsmanlike, disruptive, or intoxicated manner, or with intent to annoy, abuse, threaten or harass any other person.

Winner will be required to verify eligibility, as applicable, and may be required to complete an "<u>Affidavit of Eligibility</u>" and/or a "<u>Receipt, Release and Discharge</u>" form prior to accepting a Prize and if he/she does not produce such documentation, an alternative winner may be selected and the original winner's rights to the prize may be forfeited, at Sponsor's discretion.

Notification of Winner: The Winner will announced by a representative of Sponsor immediately following the Drawing, or contacted via text per the information provided in the Data Collection Form. In the event that the winning Participant cannot be immediately located on site at the time of the announcement or does not respond to the text message within the time frame specified in the text notification, as applicable, Sponsor reserves the right to randomly select an alternative winner.

LIMITATION OF LIABILITY. By entering the Sweepstakes, and upon receipt of a Prize, each entrant agrees: (a) to be bound by these Official Rules and by all applicable laws and all decisions of Sponsor; (b) to waive any rights to claim ambiguity with respect to the Official Rules; (c) to waive all of his or her rights to bring any claim, action, or proceeding against any of the Sweepstakes Entities; and (d) to release, indemnify, and hold harmless the Sweepstakes Entities and their respective officers, directors, employees, agents and representatives (each, a "Released Party"), from any liability (including, without limitation, liability for any property loss, damage, personal injury, bodily injury, death, loss, expense, accident, delay, inconvenience or irregularity), costs and expenses (including, without limitation, reasonable outside attorney's fees and costs) that may arise in connection with the Sweepstakes, any receipt, use or misuse of a Prize, or these Official Rules, including but not limited to changes to these Official Rules and/or cancellation of the Sweepstakes.

Taxes: The value of the Prize won by the Winner of the Sweepstakes may be taxable under applicable federal, state and/or local laws as income to such Winner. If applicable, the Sponsor will provide the Winner with appropriate subsequent IRS Forms W-9 and 1099-MISC. The Winner is solely responsible for any and all taxes and/or fees associated with the Prize, and upon receipt of the Prize, be required to comply with any and all applicable federal, state and local laws, rules and regulations.

USE OF DISCLOSED INFORMATION: Information transmitted to Sponsor will generally be treated as non-confidential and non-proprietary. Except where prohibited by law, entry constitutes permission to use each winner's name, required Participant information, biographical information and/or likeness for online posting and /or any other written or photographic advertising and publicity without additional compensation, consideration, notice or review. Further, by entering this Sweepstakes, the Participant is granting Sponsor permission to use his/her contact information to (i) contact him/her regarding a prize, and (ii) provide him/her with marketing or other informational materials related to Sponsor.

General Conditions: Sponsor is not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; (ii) any condition caused by events beyond the control of the Sponsor that may cause this Sweepstakes to be disrupted or discontinued; (iii) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, or use of a prize, or from participation in this Sweepstakes; (iv) any printing or typographical errors in any materials associated with this Sweepstakes, or (v) late, lost, delayed, or damaged delivery of the prize. Sponsor reserves the right, at its sole discretion, to suspend, modify or terminate this Sweepstakes (or portion thereof) for any or no reason, including if Sponsor determines that any portion of this Sweepstakes is compromised for any reason, and, if terminated, at the Sponsor's discretion, Sponsor may select the potential

winner(s) for the drawing(s) at issue from among all non-suspect, eligible entries received for the applicable drawing(s) prior to action taken.

Sweepstakes Rules: A copy of these Sweepstakes Rules and any changes will be available at https://www.circasports.com/kentucky-app throughout the duration of this Sweepstakes. Please visit and contact us via www.circasports.com/support for any inquiries concerning the Sweepstakes, including for a list of winners.

All decisions regarding the interpretation of these Sweepstakes Rules, eligibility, etc., for the Sweepstakes are solely within the absolute discretion of Sponsor's management, whose decisions shall be final.

Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Sweepstakes Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of Kentucky.

Dispute Resolution: Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees (1) that any and all disputes and causes of action arising out of or connected to this Sweepstakes, or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association ("AAA"), and held at the AAA regional office nearest to the entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings of such arbitration; and (3) judgement upon any award resulting from such arbitration may be entered in any court having jurisdiction. Under no circumstances shall an entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim any punitive, incidental, or consequential damages, or any other damages, whether foreseeable or unforeseeable, whether based on negligence or otherwise, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participation in this Sweepstake), and entrant further waives all rights to have damages multiplied or increased.

Force Majeure: As used herein, a "Force Majeure" event shall mean the interruption of or material interference with Sponsor's managements' ability to grant to the Winner the Prize by any cause or occurrence not within Sponsor's reasonable control, including, but not limited to, fire, flood, epidemic, pandemic or other public health emergency, earthquake, explosion, hurricane, terrorist threat or activity, governmental order of temporary casino closure, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war, or any federal, state or local government law, order or regulation, or order of any court. In the event of a Force Majeure, Sponsor may reschedule the Sweepstakes, or may cancel the Sweepstakes altogether.

Severability: If any provision(s) of these Official Rules is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Sponsor reserves the right, in its sole discretion, to supplement or make changes to these Official Rules.

Social Media Disclosure: Although this Sweepstakes may be advertised on Facebook, the platform X, formerly known as Twitter, Instagram, YouTube or other social media platforms of Sponsor, this Sweepstakes is in no way sponsored, endorsed or administered by, or associated

with, Facebook, X, Instagram, YouTube or other social media platforms. Entrants are providing their information to Sponsor and not to Facebook, X, Instagram, YouTube or other social media platforms. The information an entrant provides will only be used by Sponsor and its agents. By entering, entrants provide a complete release of Facebook, X, Instagram or YouTube from any and all responsibilities implied or provided by Sponsor and acknowledge that this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, X, Instagram or YouTube.

Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy at www.circasports.com/privacy.

If you or something you know may have a gambling problem, call 1-800-GAMBLER (1-800-426-2537), text GAMB to 833234, or visit AreYouReallyWinning.com.