

Rules & Regulations for Boyd Rewards Program

- 1. The Boyd Rewards Program is exclusive to Boyd Corporation and all of its affiliated and subsidiary participating gaming properties (collectively, "Boyd" and individually, a "Property").
- 2. Membership is free but void where prohibited or restricted by law.
- 3. By participating in the Boyd Rewards Program, members agree to all rules and other terms and conditions now and hereafter applying to the program and use of the card.
- 4. To enroll, a new member must be at least 21 years of age. A valid, unexpired government issued photo identification is required for all Boyd Rewards Program transactions including but not limited to enrollment and point redemptions. Government issued non-expired acceptable IDs include Driver's License (US and Canadian Only), State Issued Identification Card, including Real ID's, Military or Military/Dependent ID cards, and Passports. Photocopies of any of these documents are not accepted. If a player is not a U.S. citizen a Permanent Resident Cards (Green Card or Alien Registration Card) or current passport is required. No other forms of ID will be accepted.
- 5. Only one (1) member per account is permitted. Membership and rewards are for the sole use of the person listed on the account and a member may <u>not</u> allow any other person to use his/her Boyd Rewards card or access his/her account. Boyd Rewards cards are nontransferable.
- 6. Tier Credits are used to define the tier level to which a member may be entitled. Tier Credits have no cash value and are not redeemable for FastPlay or other point redemptions. Tier Credit balance is accumulated on a calendar year basis and is reset at the beginning of each calendar year.
- 7. Boyd Rewards cards are used to track play and accumulate Boyd Rewards Points and Tier Credits. A member is responsible for choosing a Personal Identification Number (PIN) for his/her account. A member must keep the PIN confidential and is responsible for any activity in his/her account when accessed using the PIN. The card is property of Boyd and must be surrendered upon request. Boyd is not responsible for lost or stolen cards or subsequent use by an unauthorized person. A Boyd Team Member will never request your Personal Identification Number.
- 8. A member may also establish access to his/her account on boydrewards.com where the member will be responsible for selecting a username and password. As with the PIN, the member's username and password must be kept confidential. Each member is responsible for any activity and potential damages due to unauthorized access to the account through boydrewards.com.
- 9. A member may receive Boyd Points based on tier level, where and when applicable on select gaming activity. The formulas for award of Boyd Points is determined by Boyd, and such formulas may be changed by Boyd from time-to-time in its sole discretion. Questions regarding tier status and redemption can be directed to the Boyd Rewards Club.
- 10. It is the responsibility of the member to present his/her Boyd Rewards Card for tracking before playing table games, bingo, race and sports betting or other games and to properly insert the card into the slot reader and verify its acceptance throughout the duration of slot machine play. Benefits for all play, except slot machine play, are based on observation by casino personnel and in some instances, might be subject to error. Boyd will make the determination if a discrepancy is claimed, and its decision is final and binding.
- 11. All benefits including Tier Credits are based on a member's rated level of play. Rated play varies by machine/game type, denomination, average bet, and length of play, which are all determined in the sole discretion of Boyd Corporation. Certain select tier benefits may require that additional qualifications be met, based on the benefit offered.
- 12. FastPlay (where available) must have a minimum value of \$1 for redemption.

- 13. Persons who have opted into any gaming regulatory or Property selflimit or self-exclusion program or have been excluded by a government program or agency or by Boyd are not eligible to participate in the Boyd Rewards program and forfeit all rights to any benefits under the Boyd Rewards program including Tier Credits.
- 14. Unless otherwise prohibited by law, Boyd reserves the right to:
- 15. Forfeit redeemable points and other account balances and entitlements after 6 months of card inactivity. Inactivity is defined as a period of time in which the member has failed to present or utilize the card in accordance with Rule 10 at any Property.
- 16. Review and verify all accumulations of Tier Credits and Boyd Rewards Points at any time.
- 17. Revoke membership and program benefits for any reason.
- 18. Suspend or revoke membership and set off against Boyd Rewards Points and other membership benefits of a member if he or she defaults on a credit obligation to Boyd or one of its subsidiaries or affiliates.
- Restrict specific slot machines from awarding Boyd Rewards Points and/or Tier Credits, downloading points and or from awarding points for marketing related free play.
- 20. Adjust account status, Boyd Rewards Points and Tier Credit balances resulting from any malfunction, computer errors, operator errors, misuse and/or fraud.
- 21. Terminate or modify the Boyd Rewards Program for any reason, subject to applicable regulatory approval and notices, if any; provided that such change or cancellation shall not materially alter or revoke any member's account balances or entitlements earned as of the date of modification or termination.
- 22. In the event of the death of a member, the member's Tier Credits, Boyd Points and other benefits will be canceled and returned to Property when applicable.
- 23. Any point disputes must be submitted in writing to Boyd management within 30 days from the date a point transaction is in dispute.
- 24. Boyd retains the sole right to interpret these rules and member eligibility for the Boyd Rewards Program and its decision is final and binding, subject, if applicable, to the jurisdiction of the gaming regulatory agency of the state of the casino where the dispute arises. Boyd retains the right to modify or update these rules at any time. Please refer to boydrewards.com for the most current applicable rules.
- 25. For transactions occurring within the State of Nevada, patrons may raise disputes according to Nevada Gaming Commission Regulation 7A or Title 41 of the 2010 Nevada Code.
- 26. Boyd Rewards Program members are responsible for any and all applicable taxes and other fees.
- Some program benefits may be (1) restricted to US residents only, (2) available for use only in the US or (3) subject to other use restrictions or conditions. Please see Boyd Rewards Desk for full details.
- 28. Upon determination that a member has been improperly denied a benefit from the Boyd Rewards Program, the member's sole and exclusive remedy shall be the issuance of the improperly denied benefit if available, or a comparable benefit as determined by Boyd. In no event shall Boyd be liable to any member, or anyone claiming through a member, for any direct or indirect claim arising out of any acts or omissions connected with a member's participation in the Boyd Rewards Program.
- 29. If any provision of these rules is deemed invalid or unenforceable by law or regulation, such provision shall be deemed void only in the specific jurisdiction with the law or regulation, but all other provisions will remain in full force and effect.
- 30. Information that is submitted either online at boydrewards.com or upon creation of a Boyd Rewards account is governed by Boyd's Privacy Policy and all terms contained therein.

Gambling Problem? National Helpline Call 1-800-522-4700 (IA 1-800-238-7633, IL 1-800-426-2537, IN 1-800-994-8448, LA 1-877-770-7867, MS 1-888-777-9696, NV, 1-800-522-4700, KS 1-800-522-4700, MO 1-888-238-7633, PA 1-877-565-2112, OH 1-800-589-9966)