

## **Diamond Jo Casino Parlay Insurance 2026 Promotion**

### **TERMS & CONDITIONS**

- **VOID OUTSIDE OF THE STATE OF IOWA AND WHERE PROHIBITED BY LAW.**
- **YOUR AGREEMENT TO THESE TERMS AND CONDITIONS, INCLUDING THE CLASS ACTION WAIVER AND LIMITATION OF LIABILITY PROVISIONS, IS A MATERIAL CONDITION OF THIS PROMOTION. BY PLACING A WAGER, YOU EXPRESSLY ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE, DO NOT PARTICIPATE. PARTICIPATION IN THE PROMOTION CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS, AND NO PARTICIPANT MAY SUBSEQUENTLY CLAIM NON-ACCEPTANCE AS A BASIS TO OBTAIN A REFUND, RESCISSION, PROMOTION BONUS, OR OTHER RELIEF RELATING TO PARTICIPATION IN THIS PROMOTION.**

#### **1. Description of Promotion**

Welcome to the Diamond Jo Casino Parlay Insurance Promotion (the “**Promotion**”), where participants at the Eligible Retail Location (as defined below) who place a five (5)-leg or more parlay wager on any eligible college and professional football wager offered at the Eligible Retail Location (inclusive of Same Game Parlay or Same Game Parlay+ wagers) (the “**Parlay Wager**”), will receive a refund equal to the amount of their wager, up to twenty-five dollars (\$25), if exactly one (1) leg of their Parlay Wager loses.

The Promotion is presented by Diamond Jo Casino (“Sponsor”) located at 301 Bell Street Dubuque IA 52001. The terms “you” or “your” mean the person who participates in this Promotion. Redemption of the Promotion is expressly conditioned upon acceptance of and compliance with all of these Promotion “**Terms and Conditions**.” Promotion participants may be required to sign paperwork issued by the Sponsor.

#### **2. Promotion Period**

The Promotion will begin September 1, 2026 at the opening of the sportsbook and end at 11:59 p.m. CST on February 14, 2027 (the “**Promotion Period**”); provided that individuals may participate in the Promotion on each day, during operating hours during the Promotion Period (a “**Promotion Day**”).

#### **3. Eligibility**

The Promotion is only open to individuals who are at least twenty-one (21) years of age and are physically present in the Sportsbook at located at 301 Bell Street Dubuque IA 52001 (the “**Eligible Retail Location**”) during the Promotion Period. Employees, officers and directors of Sponsor, Boyd Gaming Corporation and each of their respective parents, subsidiaries, affiliates, cable/satellite affiliates, advertising and promotion agencies, retailers, prize providers, distributors (collectively, the “**Promotion Entities**”), and each of such employees’, officers’, and directors’ immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to participate in the Promotion or receive a Promotion Bonus (as defined below). For purposes of this Promotion, “**immediate family members**” are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and “**those living in the same household**” shall mean people who share the same

residence at least three (3) months a year, whether legally related or not. Individuals who have entered any self-limited or government agency self-exclusion program or have been otherwise excluded from casinos by a government agency, Boyd Gaming Corporation, Sponsor or one of their subsidiaries, affiliates or gaming license partners and persons on a Disassociated Patrons, Self-Limit, Involuntary Exclusion, Voluntary Exclusion or Self Exclusion List in jurisdictions which Sponsor, Boyd Gaming Corporation, or their subsidiaries, affiliates or gaming license partners operate are not eligible to participate in the Promotion or receive a Promotion Bonus.

#### **4. Action Required**

In order to participate in this Promotion, during a Promotion Day, you must enter the Eligible Retail Location and at a kiosk or till, place a real money Parlay Wager with a minimum of 5 legs on eligible college or professional football games (provided that each individual leg of the parlay has minimum odds of -220 or greater) and suffer a loss on exactly one (1) leg of your Parlay Wager (collectively the “**Promotion Requirements**”). For avoidance of doubt, if your Parlay Wager suffers a loss of more than one leg, you will not qualify to earn a Promotion Bonus. To satisfy the Promotion Requirements and be eligible to receive a Promotion Bonus, you must retain and present your original betting ticket when claiming the Promotion Bonus. Failure to present a valid, original betting ticket will result in forfeiture of the Promotion Bonus. Lost, stolen, damaged, altered, destroyed, or unreadable betting tickets are not eligible for redemption.

#### **5. Claiming Promotion Offer**

Upon fulfilling the Promotion Requirements, return to the Eligible Retail Location and scan your betting ticket at the till to receive a cash refund of your initial wager (in cash up to a maximum of twenty-five dollars (\$25)) (the “**Promotion Bonus**”). **The Promotion Bonus is only available after all legs have settled from the eligible Parlay Wager.**

Limit of three (3) redemptions of the Promotion Bonus per Promotion Day per person. Subsequent attempts made by the same individual to submit multiple wagers/redemptions by using multiple or false contact information, accounts or otherwise may result in the recipient being disqualified. Wagers/redemptions that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Terms and Conditions may be disqualified at Sponsor’s sole and absolute discretion. Wagers/redemptions submitted by recipients who do not meet the eligibility requirements (including all requirements with respect to age and location) are void. All materials submitted become the physical property of Sponsor and will not be returned. Those who do not follow all of the instructions, provide the required information in any registration form, or abide by these Terms and Conditions or other instructions of Sponsor may be disqualified.

#### **6. Registration Procedures**

N/A.

#### **7. Limitations on Participation**

In addition to the Eligibility Requirements in Section 3, Sponsor reserves the right to refuse or otherwise restrict your eligibility to participate in this Promotion for any reason, in its sole discretion, including based on your wagering patterns or wagering history or if you failed to take advantage of any previous promotion in good faith. Wagers placed to enter into this Promotion

will not satisfy any wager or other promotion requirements for a separate Sponsor promotion. If you are opted into two (2) or more promotions with wagering requirements, your wagers will count towards the first opted-in promotion. This Promotion is void outside of the State of Indiana and where prohibited by law. **Limit three (3) redemptions of the Promotion Bonus per Promotion Day per person. For avoidance of doubt, regardless of the number of Parlay Wagers you make, only the first three (3) Parlay Wagers that you place on a given Promotion Day that meet the Promotion Requirements will earn a Promotion Bonus.**

#### **8. Wagering Requirements**

See Section 4 above. Wagers placed prior to the Promotion Period or after the Promotion Period will not be deemed an eligible Parlay Wager. Wagers placed not at the Eligible Retail Location will not be deemed eligible Parlay Wagers. Any non-parlay wagers (including Round Robin and teaser wagers), or any wager that does not meet the odds requirements will not be deemed an eligible Parlay Wager and wagers that are settled using the "Cash Out" feature will not be deemed an eligible Parlay Wager. Separately, wagers placed using site credits or any bonus received from a separate Sponsor promotion will not be deemed an eligible Parlay Wager.

Void selections will not be considered losing selections. Eligibility for a Promotion Bonus will be determined after all void selections have been removed from the Parlay Wager. A Parlay Wager that contains fewer than five (5) eligible, non-void selections after settlement is not eligible for a Promotion Bonus.

#### **9. Order of Funds Used for Wagering**

N/A.

#### **10. Eligible Games**

Any eligible college and professional football wagers offered at the Eligible Retail Location during the Promotion Period are eligible to be wagered on in accordance with the Promotion Requirements to earn a Promotion Bonus.

#### **11. Restrictions on Withdrawal**

The Promotion Bonus is immediately withdrawable upon fulfilling Promotion Requirements. You must redeem your Promotion Bonus no later than one (1) year after the date of the applicable event. Any Promotion Bonus associated with a betting ticket that is not redeemed within that period will be forfeited.

#### **12. Cancellation**

You may elect not to participate in the Promotion at any time prior to placing an eligible Parlay Wager. Without limiting Sponsor's rights under Section 14 (Administration), once an eligible Parlay Wager has been placed, participation in the Promotion with respect to that Parlay Wager may not be cancelled, revoked, rescinded, or withdrawn. No participant may cancel participation in the Promotion after placing an eligible Parlay Wager as a means of voiding the wager, obtaining a refund of the wager, or avoiding the application of these Terms and Conditions. If you have questions regarding this Promotion, please speak with a customer service representative at the Eligible Retail Location.

### **13. Gambling Problem**

Gambling Problem? Call 1-800-Bets-Off

### **14. Additional Terms**

**Administration:** Sponsor expressly reserves the right to amend, suspend or terminate this Promotion at any time without prior notice or consent. Administration of this Promotion is at the sole discretion of Sponsor. Sponsor reserves the right to restrict at any time any person from participating in this Promotion for any reason. In the event Sponsor is prevented from continuing with the Promotion by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Promotion by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "**Force Majeure**" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Promotion. Sponsor additionally reserves the right, in its sole and absolute discretion: (i) to modify, suspend or terminate the Promotion should a Force Majeure event or occurrence corrupt or interfere with the administration, integrity, operation, security or proper play of the Promotion; or (ii) to disqualify any participant found to be, or suspected of: (a) tampering with the entry process or the operation of the Promotion; (b) acting in violation of these Terms and Conditions; or (c) acting in an unsportsmanlike manner.

Any questions relating to eligibility, these Terms and Conditions or any other questions concerning this Promotion will be resolved at the sole discretion of Sponsor and its decisions will be final and binding with respect thereto. No groups, clubs, corporations, companies, partnerships or organizations may reproduce or distribute any portion of these Terms and Conditions to their members.

**Release and Waiver of Liability:** By participating in this Promotion, individuals agree to release, defend, indemnify and hold harmless the Promotion Entities and each of their directors, officers, employees, representatives and agents (collectively, the "**Released Parties**") from and against any and all liability claims, actions, costs (including attorneys' fees) of any kind whatsoever (however named or described) for injuries, death, damages or losses in connection with: (i) your participation in the Promotion; (ii) the receipt, use or misuse of any Promotion Bonus, or while preparing for, participating in, and/or traveling to any Promotion-related activity, including those damages caused by Boyd Gaming Corporation's or Sponsor's own negligence; (iii) compliance with any Eligible Retail Location's, or Boyd Gaming Corporation's other terms of service, code of conduct or similar terms and conditions; (iv) the Released Parties' actual or alleged violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or claims of infringement of intellectual property or other rights; and (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Promotion activity or Promotion Bonus. Sponsor and Boyd Gaming Corporation expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use or misuse of any Promotion Bonus.

**Publicity:** Subject to applicable law, recipients irrevocably grant the Promotion Entities and each of their licensees, successors, assigns and sub-licensees the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Promotion, in all forms of media and by any and all means and media (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration, except for providing the Promotion Bonuses to recipients. By participating in the Promotion, recipients agree to refrain from any behavior or communication that would harm the image or reputation of the Promotion Entities.

**No Third-Party Sponsor:** This Promotion is in no way sponsored, endorsed or administered by, or in association with any person or other entity, including any third party.

**Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of recipients and Sponsor or Boyd Gaming Corporation in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

**Dispute Resolution:** If you are dissatisfied with the settlement of a wager or have any claim or dispute relating in any way to the Promotion or these Terms and Conditions, you must first submit the details of your grievance to Sponsor and attempt in good faith to resolve the matter through Sponsor's internal dispute resolution process. If the matter is not resolved to your satisfaction after exhausting Sponsor's internal dispute resolution process, you may contact the Iowa Racing and Gaming Commission ("IRGC") by visiting IRGC Contact Us webpage (<https://irgc.iowa.gov/contact-us>), by email at [irgc@iowa.gov](mailto:irgc@iowa.gov), or by writing to:

Iowa Racing and Gaming Commission  
6200 Park Ave, Suite 100  
Des Moines, IA 50321

**CLASS ACTION WAIVER AND LIMITATION OF LIABILITY:** BY PARTICIPATING IN THIS PROMOTION, INDIVIDUALS AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION OR ANY PROMOTION BONUS REDEEMED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND NOT AS PART OF ANY CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION; (II) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TWENTY-FIVE DOLLARS (\$25), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (III) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TWENTY-FIVE DOLLARS (\$25), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (IV) PARTICIPANT'S

**REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK DECLARATORY, INJUNCTIVE, OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.**

**Miscellaneous:** No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof, nor shall waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect. Participants agree to waive any rights to claim ambiguity of these Terms and Conditions. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of these Terms and Conditions, these Terms and Conditions shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

**Entry Information and Promotion Communications:** As a condition of participating in this Promotion, each participant gives consent for Sponsor to obtain and deliver their name, address and other information to third parties for the purpose of administering this Promotion and to comply with applicable laws, regulations and rules. Any information participant provides to Sponsor may be used to communicate with participant in relation to this Promotion. To the extent applicable, by participating in the Promotion, recipient consents to all of the terms and conditions of Boyd Gaming Corporation's Privacy Policy, which is available at <https://www.boydgaming.com/privacy>.

**CAUTION: ANY ATTEMPT TO DAMAGE BOYD GAMING CORPORATION OR SPONSOR'S WEBSITES OR APPS OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION OR ANY PROMOTION OFFERED BY SPONSOR IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND BOYD GAMING CORPORATION RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**