FanDuel Courtside Comfort Promotion (BCC)

OFFICIAL RULES

- NO PURCHASE OR WAGER OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR WAGER OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.
- THESE OFFICIAL RULES GOVERN ALL ASPECTS OF PARTICIPATION AND PRIZE AWARDED.
- VOID OUTSIDE OF THE STATE OF INDIANA AND WHERE PROHIBITED BY LAW.
- COMPLETION OF AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.
- All disputes will be resolved solely by binding arbitration and participants waive the ability to bring claims in a class action format.
- ADDITIONAL CONDITIONS APPLY SO PLEASE READ THESE OFFICIAL RULES IN THEIR ENTIRETY.
- THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR AFFILIATED WITH, ANY LEAGUES, TEAMS OR SPORTING EVENTS WHATSOEVER.

1. <u>Description of Sweepstakes</u>

Welcome to the FanDuel Courtside Comfort Promotion (BCC) (the "Sweepstakes"), where participants who enter the Sweepstakes via the Wager Method of Entry (as defined below) or the Alternate Method of Entry (as defined below) during the Sweepstakes Period (as defined below) will earn an entry into the Sweepstakes for a chance to win a Prize, as described in Section 5 below.

The Sweepstakes is sponsored by Betfair Interactive US LLC ("**FanDuel**" or "**Sponsor**"), located at 6701 Center Drive West, Suite 1000, Los Angeles, CA 90045. The terms "**you**" or "**your**" mean the person who participates in this Sweepstakes. Participation in the Sweepstakes is expressly conditioned upon acceptance of and compliance with all of these Sweepstakes "**Official Rules**." Sweepstakes participants may be required to sign paperwork issued by Sponsor.

2. Sweepstakes Period

The Sweepstakes will begin on 12:00 a.m. Eastern Time ("ET") on May 25, 2025, and all entries must be received by Sponsor by 11:59 p.m. ET on June 22, 2025 (the "Sweepstakes Period").

3. Eligibility

The Sweepstakes is only open to individuals who, at the time of entry, are at least twenty-one (21) years of age, are physically present in the State of Indiana and otherwise comply with these Official Rules. Employees, officers and directors of Sponsor or Boyd Gaming Corporation, and each of their parent companies, affiliates, cable/satellite affiliates, advertising and promotion agencies, retailers, prize providers, distributors (collectively, "Sweepstakes 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 Sweepstakes or receive the Prize (as defined below). For purposes of this Sweepstakes, "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. A person cannot be an eligible participant or winner if such person is a person: (i) with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute or executive order; or (ii) who is acting, directly or indirectly, for or on behalf of any such person. Void outside of the State of Indiana and where prohibited by law. Any individuals who are actively on any "exclusion" or "self-exclusion" list(s) are ineligible to participate in this Sweepstakes. 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 affiliates or gaming license partners and persons on a Disassociated Patrons, Self-Limit, Involuntary Exclusion, Voluntary Exclusion or Self Exclusion List in

jurisdictions which Boyd Gaming Corporation, Sponsor or their affiliates or gaming license partners operate are not eligible to participate in the Sweepstakes or receive the Prize.

4. Action Required

To participate in the Sweepstakes, during the Sweepstakes Period, there are two (2) methods of entry and eligible participants may enter via either method of entry:

- Wager Method of Entry: To enter the Sweepstakes by wagering, eligible participants must place a retailonly Same Game Parlay or Same Game Parlay Plus real money wager on any Eligible Game(s) (as
 defined below) offered at the FanDuel Sportsbook at Belterra Casino Resort located at 777 Blue Chip Dr,
 Michigan City, IN 46360 (the "Eligible Retail Location"). Participants must then fill out and submit all
 required information through the following form: https://events.fanduel.com/courtsidecomfort. Completion
 of the foregoing steps is collectively referred to herein as the "Wager Method of Entry."
- Alternate Method of Entry: To enter the Sweepstakes without wagering, eligible participants must complete the mail in entry below. Completion of the foregoing steps is collectively referred to herein as the "Alternate Method of Entry."
 - Legibly handwrite your full name, complete mailing address (including city, state, zip code, email
 address (preferably one associated with FD account if available), the Sweepstakes name, the
 specific Eligible Retail Location your Entry should be connected to, and date of birth on a standard
 size piece of paper.
 - 2. Place the entry into a stamped envelope.
 - 3. Mail the envelope to:
 FanDuel Courtside Comfort Drawing
 [P.O Box 208]
 East Rutherford, New Jersey 07073

Each mail-in entry must be mailed separately.

Important Notes:

- All mail-in entries must be postmarked by June 22nd, 2025, and received by June 24th, 2025.
- Each valid mail-in entry will be considered for the sweepstakes.
 For complete official rules and eligibility requirements, please visit https://events.fanduel.com/courtsidecomfort

Participants who satisfy the Wager Method of Entry or the Alternate Method of Entry will receive one (1) entry into this Sweepstakes (an "Entry") during the Sweepstakes Period. For clarity, entrants who enter via the Wager Method of Entry will earn one (1) Entry for each retail-only Same Game Parlay or Same Game Parlay Plus real money wager on any Eligible Game(s) offered at the FanDuel Sportsbook at an Eligible Retail Location, and entrants who enter via the Alternate Method of Entry will earn one (1) Entry for each completed form submitted. For additional clarity, individuals on any "Self Excluded," "Timeout" or similar exclusion list (as set in any jurisdiction or on any gambling account, including in the FanDuel Sportsbook app) are ineligible to participate in this Sweepstakes. All Entries must be submitted during the Sweepstakes Period, before the Sweepstakes is locked at 11:59 p.m. ET on June 22, 2025 ("Lock Time") to be eligible for the Sweepstakes. Any Entries submitted after this Lock Time will be ineligible for the Sweepstakes.

There is no limit on the number of Entries per person during the Sweepstakes Period, regardless of method. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries 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 Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Entries submitted by entrants 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. In the event of a dispute over the identity of an online entrant, Entry will be deemed submitted by the registered account holder of the email address or username associated with the entry or social media account for the domain associated with the submitted address, provided that person is eligible. Winner may be required to show proof of being the registered account holder. "Registered account holder" is defined as the person assigned to an email address or username by an internet access provider, online service provider or other organization responsible for assigning email addresses or usernames. 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 will be deemed ineligible. Sponsor's designated database clock will be the official timekeeper for this Sweepstakes. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules

or other instructions of Sponsor may be disqualified. All entrants submitting materials/content as part of the Sweepstakes will be non-exclusively licensing (with the unlimited right to sublicense) to Sweepstakes Entities the right to use such materials, and the images related thereto (including entrant's name, social media account username and likeness), for any purpose (including any and all commercial purposes) with the right to modify the materials and make derivative works thereof. Entrants represent and warrant that the materials submitted will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations. The Sweepstakes Entities may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one (1) campaign, contest or sweepstakes does not constitute entry into any other.

5. Claiming Sweepstakes Prize/Odds

One (1) winner will be selected in a random drawing from all eligible Entries received during the Sweepstakes Period on or around June 25th, 2025 (the "**Drawing**"). The winner will receive the following prize: one (1) Hisense 100" QD7 Series 4K QLED Smart TV (2024 Model) (collectively, the "**Prize**"). The approximate retail value ("**ARV**") of the Prize value is one thousand seven hundred ninety-eight dollars (\$1,798). If the actual value of the Prize is less than the stated ARV, the difference will not be awarded.

Subject to verification of eligibility and compliance with the terms of these Official Rules, a potential winner will be declared the official "Winner" of the Sweepstakes. Upon receiving notification from Sponsor via email to the email address associated with the Winner, the Winner will have seventy two (72) hours to respond back to Sponsor in the manner specified by Sponsor. Notification is deemed to occur upon the sending of an email to the Winner's email address. If the Winner fails to respond in the manner specified by Sponsor within seventy two (72) hours, Sponsor reserves the right, in its sole and absolute discretion, to disqualify such Winner and to select an alternate Winner from the remaining qualifying participants. Winner of the Prize must provide a valid, physical shipping address as requested by Sponsor, within seven (7) days of notification (or another timeframe specified by Sponsor), otherwise the Prize may be forfeited. A Winner who provides a P.O. Box may be required to provide an alternative address and this may cause a delay in notification, acceptance and/or delivery, so use of a P.O. Box is discouraged. Prize will be mailed to the physical shipping address provided by the Winner within a commercially reasonable period of time after Sponsor receives an acceptable mailing address from the Winner, or as otherwise specified by Sponsor. Sponsor will only mail the Prize to an address located in the contiguous United States, excluding Alaska and Hawaii, unless otherwise stated by Sponsor.

The Sweepstakes Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information. A potential Winner may be required to submit an affidavit of eligibility / release of liability / Prize acceptance agreement (collectively, the "Affidavit") and return the Affidavit within the time period specified at notification before being eligible to receive their Prize. If a potential Winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the Prize or Prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential Winner, such potential Winner may be disqualified and an alternate may be selected. Non-compliance shall result in disqualification and the Prize will be awarded to an alternate Winner. The Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected or unsuccessful efforts to notify a potential Winner. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, insufficient space in entrant's email account to receive email messages or any failed attempts to notify the Winner, and no responsibility is assumed by the Sweepstakes Entities for any correspondence returned as undeliverable or any other problems associated with attempts to notify the Winner. If any potential Winner is found to be ineligible, or if they have not complied with these Official Rules, or if a potential Winner cannot attend or participate in any portion of the Prize, or declines the Prize for any reason prior to award, such potential Winner may be disqualified and an alternate potential Winner may be selected. If, for any reason, more bona fide Winners come forward seeking to claim Prizes in excess of the number of each type of Prize set forth in these Official Rules, the Winner, or remaining Winners, as the case may be, of the advertised number of Prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such Prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

Odds of winning depend upon the number of Entries received during the Sweepstakes Period. The purchase of any goods or services will not increase any participant's chances of winning.

Prize recipient will be solely responsible for all federal, state and local taxes, and for any other fees or costs associated with the Prize received, regardless of whether the Prize, in whole or in part, is used. Prize is non-transferable, with no equivalents or substitutions except at Sponsor's sole and absolute discretion. All Prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and Prize provider's rules and restrictions, and in the event that Sponsor is unable to provide the Winner with

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their Prize, Sponsor may elect to provide the Winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Prize is awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). The ARV of the Prize is based on available information provided to Sponsor and the value of any prize awarded to the Winner may be reported for tax purposes as required by law. The Winner may be required to provide Sponsor with a valid Social Security number before the Prize will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of Winner. An unclaimed Prize will be forfeited. The Prize, if legitimately claimed, will be awarded. The Sweepstakes Entities are not responsible for and will not replace any lost, mutilated or stolen Prize or any Prize that is undeliverable or does not reach the Winner because of an incorrect or changed address. If Winner does not accept or use the entire Prize, the unaccepted or unused part of the Prize will be forfeited, and the Sweepstakes Entities will have no further obligation with respect to that Prize or portion of the Prize. The Sweepstakes Entities are not responsible for, and Winner will not receive the difference, between the actual value of the Prize at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material.

6. Registration Procedures

N/A.

7. <u>Limitations on Participation</u>

In addition to the eligibility requirements in Section 3 above, FanDuel reserves the right to refuse or otherwise restrict your eligibility to participate in this Sweepstakes 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 Sweepstakes will not satisfy any wager or other promotion requirements for a separate Sponsor promotion. If you are opted into or participating in two (2) or more promotions with wagering requirements, your wagers will count towards the first opted-in promotion or promotion you first participate in. This Sweepstakes is void outside of the State of Indiana and where prohibited by law. Limit of one (1) Prize per person during the Sweepstakes Period. No limit on number of Entries per person during the Sweepstakes Period, regardless of method of entry.

Participants entering the Sweepstakes concurrently with wording, depiction or images that Sponsor considers, in its sole discretion, to be vulgar, profane, offensive or otherwise inappropriate shall not be eligible for the Sweepstakes.

8. Wagering Requirements

See Section 4 above.

9. Order of Funds Used for Wagering

N/A.

10. Eligible Games

Any market offered during the Sweepstakes Period at the FanDuel Sportsbook at the Eligible Retail Location (collectively, the "**Eligible Games**") is eligible to be wagered on in accordance with the Wager Method of Entry to enter this Sweepstakes.

11. Restrictions on Withdrawal

Prize is not transferable and cannot be substituted except in Sponsor's sole and absolute discretion.

12. Cancellation

Should you wish to cancel your participation in this Sweepstakes at any time, please contact customer support at https://support.fanduel.com/s/ or speak to a FanDuel Sportsbook team member at the Eligible Retail Location. Cancellations will be prohibited should any part of your wager be live, if odds change on any leg or if the Sweepstakes has concluded.

13. Gambling Problem

Gambling Problem? Call 1-800-9-WITH-IT.

14. Additional Terms

Administration: Sponsor expressly reserves the right to amend, suspend or terminate this Sweepstakes at any time without prior notice or consent. Administration of this Sweepstakes is at the sole discretion of Sponsor. Sponsor reserves the right to restrict at any time any person from participating in this Sweepstakes for any reason. In the event Sponsor is prevented from continuing with the Sweepstakes 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 Sweepstakes 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 Sweepstakes or Prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (i) to modify, suspend or terminate the Sweepstakes should a Force Majeure event or occurrence corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (ii) to disqualify any entrant found to be, or suspected of: (a) tampering with the entry process or the operation of the Sweepstakes; (b) acting in violation of these Official Rules; or (c) acting in an unsportsmanlike manner.

Any questions relating to eligibility, these Official Rules or any other questions concerning this Sweepstakes 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 Official Rules to their members.

Release and Waiver of Liability: By participating in this Sweepstakes, entrants agree to release, defend, indemnify and hold harmless the Sweepstakes 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 Sweepstakes; (ii) the receipt, use or misuse of any Prize, or while preparing for, participating in, and/or traveling to any Sweepstakes-related activity, including those damages caused by Sweepstakes Entities' own negligence; (iii) compliance with any Eligible Retail Location, FanDuel Sportsbook or FanDuel 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 Sweepstakes activity or Prize. Sweepstakes Entities expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use or misuse of the Prize.

<u>Publicity</u>: Subject to applicable law, Winner irrevocably grants the Sweepstakes 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 Sweepstakes, 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 the awarding of the Prize to the Winner. By participating in the Sweepstakes, the Winner agrees to refrain from any behavior or communication that would harm the image or reputation of the Sweepstakes Entities or the FanDuel user community.

No Third-Party Sponsor: This Sweepstakes is in no way sponsored, endorsed or administered by, or in association with, any person or other entity, including any third party, other than FanDuel. All questions regarding the Sweepstakes must be directed to Sponsor. References to third parties are for reference and identification purposes only and are not intended to suggest sponsorship, endorsement or affiliation with FanDuel or the Sweepstakes.

<u>Governing Law</u>: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants and Sponsor in connection with the Sweepstakes 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.

<u>Dispute Resolution</u>: You agree that any claim or dispute that has arisen or may arise relating in any way to or arising out of the Sweepstakes or these Official Rules will be resolved in accordance with the dispute resolution provisions set forth in the "Binding Arbitration and Class Action Waiver" Section of the FanDuel Terms of Use (https://www.fanduel.com/terms) (toggle to "Sportsbook"). This Section of the FanDuel Terms of Use requires you to resolve disputes by binding arbitration and you agree to waive the ability to bring claims in a class action format.

LIMITATION OF LIABILITY: BY ENTERING THIS SWEEPSTAKES, ENTRANTS AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (I) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES OR THE PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS 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 TEN DOLLARS (\$10), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (III) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT 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 TEN DOLLARS (\$10), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (IV) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK 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 Official Rules 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 Official Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Official Rules, which will otherwise remain in full force and effect. Entrants agree to waive any rights to claim ambiguity of these Official Rules. 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 Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

Entry Information and Sweepstakes Communications: As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver their name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information an entrant provides to Sponsor may be used to communicate with the entrant in relation to this Sweepstakes or on a Sweepstakes Winner's list. By participating in the Sweepstakes, each participant consents to all of the terms and conditions of FanDuel's Privacy Policy, which is available at https://www.fanduel.com/fanduel-sportsbook-privacy-policy.

<u>Name of the Winner</u>: To receive any legally required list of the name of the Winner, send a self-addressed, stamped envelope, within sixty (60) days of the end of the Sweepstakes Period, to: "FanDuel Courtside Comfort Promotion (BCC) Winner List," Betfair Interactive US LLC, Attn: Legal Department, 300 Park Avenue South, 14th Floor, New York, NY 10010. Please be sure to indicate which sweepstakes winners list you are requesting by referencing the name of the Sweepstakes in your request.

CAUTION: ANY ATTEMPT TO DAMAGE SPONSOR'S OR BOYD GAMING CORPORATION'S WEBSITES OR APPS OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES OR ANY PROMOTION OFFERED BY SWEEPSTAKES ENTITIES 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.