

PICK'EM POOL

RULES, TERMS & CONDITIONS

These are the official rules, terms and conditions (collectively, the "Promotion Terms") applicable to the Gateway Casinos & Entertainment Limited ("Gateway") Pick 'Em Pool promotion (the "Promotion"). Participation in the Promotion constitutes acceptance of the Promotion Terms.

The National Football League (the "NFL"), its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL International LLC and each of their respective direct and indirect subsidiaries, affiliates, owners, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") shall have no liability or responsibility for any claim arising in connection with participation in this Promotion and/or in any contest or sweepstakes associated therewith or prize awarded in connection therewith. The NFL Entities have not offered or sponsored this Promotion in any way.

Definitions

Entry Period:

The period beginning at 09/07/2023 8:00 AM PDT/PST and ending 01/07/2024 11:59 PM PDT/PST

Participating Gateway Sites:

The Gateway casino sites and food & beverage locations participating in the Promotion include:

- Grand Villa Casino, Burnaby, B.C., Personas Patio + Restaurant + Lounge
- Cascades Casino, Langley, B.C., Match Eatery & Public House
- Starlight Casino, New Westminster, B.C., Match Eatery & Public House
- Cascades Casino, Kamloops, B.C., Match Eatery & Public House
- Chances Playtime, Kamloops, B.C.
- Cascades Casino, Penticton, B.C., Match Eatery & Public House
- Lake City Casino, Vernon, B.C., Match Eatery & Public House
- Chances Playtime, Kelowna, B.C., Match Eatery & Public House
- Chances Playtime Signal Point, Williams Lake, B.C.
- Chances Mission, B.C.
- Chances Abbotsford, B.C.
- Grand Villa Casino, Edmonton, AB., Match Eatery & Public House
- Starlight Casino, Edmonton, AB., Match Eatery & Public House
- Chances Playtime, Courtenay, B.C., Match Eatery & Public House
- Chances Playtime, Campbell River, B.C., Match Eatery & Public House
- Chances Squamish, Squamish, B.C., Match Eatery & Public House
- Starlight Casino, Point Edward, Ont., Match Eatery & Public House
- Cascades Casino, Chatham, Ont., Match Eatery & Public House
- Playtime Casino, Hanover, Ont., Match Eatery & Public House

- Playtime Wasaga Beach, Ont., Match Eatery & Public House
- Cascades Casino, North Bay, Ont., Match Eatery & Public House
- Cascades Casino, Delta, B.C., Match Eatery & Public House
- Gateway Casinos, Sault Ste. Marie, Ont., Getaway Restaurant
- Gateway Casinos, Sudbury, Ont., Getaway Express
- Gateway Casinos, Woodstock, Ont., Getaway Express
- Gateway Casinos, London, Ont., Getaway Restaurant
- Gateway Casinos, Innisfil, Ont., Getaway Restaurant
- Gateway Casinos, Thunder Bay, Ont., Getaway Restaurant
- Casino Rama Resort, Rama, Ont. Simcoe Yard House
- Gateway Casinos, Sarnia, Ont., Express Bar

Sponsor:

Gateway Casinos & Entertainment Limited

Prizes:

Grand Prize:

The Grand Prize is comprised of a total of three (3) prizes supplied by Gateway, valued at a total of twelve thousand Canadian dollars (CAD \$12,000), awarded as follows:

- First place prize: one trip for two to the 2024 Pro Bowl, valued at approximately ten thousand Canadian dollars (CAD \$10,000);
- Second place prize: one NFL Gift Pack valued at approximately one thousand five hundred Canadian dollars (CAD \$1,500); and
- Third place prize: one NFL Gift Pack valued at approximately five hundred Canadian dollars (CAD \$500).

Weekly Prizes:

Gateway will award a total of three (3) Weekly Prizes during each week during the Entry Period. The entry period for each week begins at 12:00 AM PDT/PST on Thursday and ends at 11:59 PM PDT/PST on the following Monday. The Weekly Prizes will include either a food & beverage gift card for the Gateway restaurant operated at the winning Qualified Entrant's Participating Site or NFL branded merchandise, at the discretion of Gateway. Weekly Prizes will each be valued at approximately CAD \$50.00. Weekly Prizes will be awarded every Tuesday at 11:00 AM PDT/PST between Tuesday, Sept 12, 2023 and Tuesday, Jan 9, 2024.

Prize Supplier:

Gateway Casinos & Entertainment Limited

Qualified Entrant:

A resident of Canada who is of legal age or older in the Province in which they enter into the Promotion (19 or older in British Columbia and Ontario, and 18 or older in Alberta), who is registered to play online at www.myclubeatanddrink.com or www.gatewayfootball.ca.

The following individuals are excluded from participating in this Promotion:

- Employees, agents, successors and assigns of British Columbia Lottery Corporation (**BCLC**), Alberta Gaming, Liquor and Cannabis Corporation (**AGLC**), Ontario Lottery and Gaming Corporation (**OLG**),

Gateway, Strategy9 or any advertising agencies or promotional companies engaged by Gateway in connection with the Promotion;

- Family members and household members of same;
- Employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the NFL Entities;
- All banned members as well as participants in BCLC's, OLG's or AGLC's Voluntary Self-Exclusion (VSE) Program during the Entry Period;
- Residents of Quebec; and
- Residents of the USA.

Prize substitution due to COVID-19 travel prohibitions

In the event that provincial, state or federal laws, regulations, or orders in either Canada or the United States enacted in response to the COVID-19 pandemic operate to prohibit the First Place Winner (as defined herein) from travelling to the 2024 NFL Pro Bowl Orlando, or if the 2024 NFL Pro Bowl Orlando is cancelled due to the COVID-19 pandemic, Gateway reserves the right to substitute the First Place Prize with a trip to Orlando in the 2024/25 season to a Tampa Bay Buccaneers NFL game of choice of the First Place Winner, or to substitute for cash value, at Gateway's sole discretion.

How to Enter the Promotion:

- During the Entry Period, Qualified Entrants may enter the Promotion by completing an online registration form at myclubeatanddrink.com or gatewayfootball.ca;
- Each week, Qualified Entrants will pick the winner of each of the NFL games scheduled that week (with no point spread used) using the online form;
- Valid picks must be made at least 10 minutes prior to the kickoff of each NFL game. The online form records the time each pick is made. Picks made later than 10 minutes before the start of each game, as automatically recorded in the online form, are invalid. No points will be awarded for invalid picks; and
- Qualified Entrants will be awarded one (1) point for each game in which the participant has picked the winner, or in the event of a tied game.

Weekly Prize Awards:

Gateway will award Weekly Prizes after the last game of each week during the Entry Period (exact time to be determined) to the three (3) Qualified Entrants who earned the most points during such week (each, a "**Weekly Prize Winner**"). Each Qualified Entrant shall first have their picks verified and audited using Gateway's PlayerIQ system to ensure the Qualified Entrants made legitimate picks prior to the kickoff of each game. The Weekly Prize Winners will be notified by phone/email, using the contact information provided by the Qualified Entrant. Gateway's determination of the Weekly Prize Winners is final. The odds of a Qualified Entrant winning a Weekly Prize will depend on the total number of legitimate picks received each week of the Entry Period.

WEEKLY PRIZE TIE BREAKER RULE: In the event of a tie between Qualified Entrants, the difference between the tied Qualified Entrants' guesses on the total score on the last game in a week and the actual total score of the last game that week (regardless of whether the guess is over or below the actual total) will be summed weekly, and the Qualified Entrant with the lowest difference (i.e., the Qualified Entrant whose guess is closest to the actual total score) for the last game that week will be the Weekly Prize Winner. In the event of multiple Weekly Prize Winners after the application of the Weekly Prize Tie Breaker Rule, the cash value of the Weekly Prize will be divided equally between the tied Qualified Entrants.

Grand Prize Awards:

Within 72 hours of the last game of the NFL regular season (date and time to be determined), a first (the "**First Place Winner**"), second (the "**Second Place Winner**") and third place winner (the "**Third Place Winner**", and together with the First Place Winner and the Second Place Winner, the "**Grand Prize Winners**" and each, a "**Grand Prize Winner**") will be chosen by selecting the Qualified Entrants with the first, second and third highest cumulative amount of points earned throughout the season. Each Qualified Entrant shall first have their picks verified and audited using Gateway's PlayerIQ system to ensure the Qualified Entrants made legitimate picks 10 minutes prior to the kick off of each NFL game. The top three point winners will be notified by phone/email using the contact information provided by the Qualified Entrant. The odds of a Qualified Entrant winning a Grand Prize will depend on the total number of legitimate picks received during the Entry Period. The First Place Winner shall receive a trip for the First Place Winner and a guest to the 2024 Pro Bowl Orlando, valued at approximately CAD \$10,000 . The Second Place Winner shall receive one NFL Gift Pack valued at approximately CAD \$1,500. The Third Place Winner shall receive one NFL Gift Pack valued at approximately CAD \$500.00. Gateway's determination of the Grand Prize Winners is final.

GRAND PRIZE TIE BREAKER RULE: In the event of a first place tie between Qualified Entrants, the difference between a Qualified Entrant's guess of the total score of the last game of a week and the actual total score of the last game of that week (regardless of whether the guess is over or below the actual total) will be summed weekly for the entire season, and the Qualified Entrant with the lowest aggregate weekly difference (i.e., the Qualified Entrant whose guess is closest to the actual total score of all of the last games of each week for the entire season) will be the First Place Winner, with the other Qualified Entrant being the Second Place Winner. The same rule will apply to a second place tie if necessary. In the event of multiple winners for the first, second or third place, after the application of the Grand Prize Tie Breaker Rule, the cash value of the Grand Prize for such first, second or third place will be equally divided between all eligible winners.

The Grand Prize must be accepted as awarded and cannot be substituted, transferred, exchanged or surrendered for cash, except at the sole and absolute discretion of Gateway, which reserves the right for any reason to award or substitute the Grand Prize, or part thereof, of equal or greater value, including without limitation, a cash award.

The First Place Winner and their guest irrevocably waive all claims against the NFL Entities, and agree that the NFL Entities will have no liability or responsibility for any claim arising in connection with their participation in this Promotion, the prizes awarded, personal injury, or wrongful death, a potentially heightened risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof, and sickness arising as a result of participant's participating in the Promotion and related activities (e.g., travel), wherever, whenever or however the

same may occur. The First Place Winner and their guest fully understand that (a) COVID-19 and any resulting disease is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including any protocols that will be implemented from time to time by any NFL Entity (collectively, the "Protocols"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

Resale of game tickets is strictly prohibited. All NFL tickets are subject to certain terms and conditions as specified thereon. Grand Prize Winners and their guest must abide by all venue policies and regulations, including without limitation all health and safety protocols, and ticket terms and conditions at all times. Gateway reserves the right to revoke the full or partial Grand Prize from any winner or guest who the Gateway, venue personnel or the NFL Entities deem in any of their sole discretion, may be intoxicated, be a safety risk, have violated any venue or NFL policy or law, fail to comply with the NFL's (or its designee's) health and safety protocols, or bring the NFL Entities into disrepute. For the avoidance of doubt, unused tickets cannot be refunded, exchanged or applied towards tickets for any subsequent NFL event or for cash.

General Conditions:

1. No purchase is necessary to participate in the Promotion.
2. All Grand Prize Winners and Weekly Prize Winners must answer a skill testing question.
3. Gateway may, at its sole discretion and without liability to any person, alter, amend, suspend or cancel the Promotion and/or the Promotion Terms at any time and for any reason without prior notice.
4. Gateway and its designees shall have the right to publish the name, location, likeness and a recent photograph of the winner(s) without remuneration to them.
5. Gateway reserves the right, at its sole discretion, to not award any prize in the event that the integrity of all, or a part, of the Promotion is compromised (including, but not limited to, events of computer error, fraud, deception, misrepresentation or misuse). Gateway further reserves the right, at its sole discretion, to disqualify any player or other individual from the Promotion that it finds, in its sole discretion, to be tampering with the entry process, or the operation of the Promotion, to be acting or be in violation of the Promotion Terms; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person, or to interfere in any manner with any aspect of this Promotion. Any use of robotic, automatic, macro, programmed, copied, or like entry methods, will void any entries or picks made by any such methods, and will disqualify any player or participant using such methods without further notice to the player or participant.
6. Gateway makes no representations or warranties whatsoever, either expressed or implied, oral or written, in respect of any prize.
7. Gateway is not responsible for any typographical errors in the administration of the Promotion and/or in any Promotion-related materials.
8. All prizes must be accepted as awarded. The refusal by a Qualified Entrant to accept any prize releases and forever discharges Gateway from all obligations to that Qualified Entrant in connection with the Promotion, including delivery of any prize.

9. Before being awarded any prize, the potential winner will be required to sign and return within the time stipulated by Gateway a full release and indemnity form (and any additional waivers as may be required) stating, among other things, that he/she has read and understood these Promotion Terms, grants all consents required by Gateway, authorizes Gateway to broadcast, publish, disseminate and/or otherwise use his/her name, city/town/village and province/territory of residence, photograph, likeness, sobriquet and voice and all other indicia of personality, in connection with any promotion and/or publicity, and/or for general news and/or for entertainment and/or information purposes at no additional compensation to the potential winner, beyond the awarding of the prize, accepts the prize as offered and releases Gateway from any and all liability of any kind arising out of the potential winner's participation in the Promotion and receipt and/or use of the prize. In the event that a potential winner does not comply with all the provisions as contemplated in these Promotion Terms, Gateway shall have the right to disqualify the potential winner, and Gateway shall be fully and completely released and discharged from any liability or responsibility in this regard.
10. All Qualified Entrants release and discharge, and agree to indemnify, save and hold harmless each of Gateway, BCLC, OLG, AGLC and their directors, officers, employees, affiliates, agents and representatives (collectively, the "Releasees") from and against any and all actions, claims or demands (including costs incurred by the Releasees in defending such actions, claims or demands) which they may now or hereafter have against the Releasees, or any of them, arising directly or indirectly out of, or are which in any way connected to, this Promotion.
11. All Promotion entries and picks become the property of Gateway who assumes no responsibility for garbled, lost, late, delayed, destroyed or misdirected entries or picks.
12. All Gateway decisions in relation to the Promotion are final and binding.
13. Notwithstanding anything to the contrary herein, all Qualified Entrants agree to release the NFL Entities from and against any injuries, losses, damages, claims, actions, liability of any kind resulting or arising from participation in the Promotion and/or acceptance, possession, use, misuse or nonuse of any prize (including any travel or travel-related activity thereto).
14. Personal information collected in connection with the Promotion ("Personal Information") will be used, accessed, disclosed and stored by Gateway for the purposes of conducting and administering the Promotion by Gateway or through a third party program administrator, including but not limited to, the awarding of prize(s), for evaluating the products and services we offer to our customers and for any additional purposes described in our Privacy Policy. By participating in the Promotion, each Qualified Entrant: (i) grants to Gateway the right to use his/her name, mailing address, telephone number and e-mail address for the purpose of administering the Promotion, including but not limited to contacting and announcing the winner; (ii) grants to Gateway the right to use his/her Personal Information for publicity and promotional purposes relating to the Promotion in any and all media without further compensation; (iii) acknowledges that Gateway may disclose his/her Personal Information to third-party agents and service providers of Gateway in connection with the purposes listed above; and (iv) acknowledges that with respect to Qualified Entrants resident of Ontario, to comply with our legal, regulatory and/or informational requirements, Personal Information collected in connection with the above listed purposes may be collected and used by or on behalf of Ontario Lottery and Gaming Corporation ("OLG") and thus shared with OLG pursuant to section 3 of the Ontario Lottery and Gaming Corporation Act, 1999. By participating in the Promotion, each Qualified Entrant consents to the collection, use and disclosure of his/her Personal Information for these purposes. If you have any questions about the collection or use of your personal information, please see our Privacy Policy at <http://www.gatewaycasinos.com/privacy-policy/> or please contact Gateway's Privacy Officer at

100 - 4400 Dominion Street, Burnaby, BC V5G 4G3 or at
Email: privacyofficer@gatewaycasinos.ca (Qualified Entrants resident in Ontario may also contact the OLG Freedom of Information and Privacy Office at 70 Foster Drive Suite 800 Sault Ste. Marie, Ontario P6A 6V2, 1-800-387-0098).

15. The Promotion (including the Promotion Terms) shall be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.