

2023 PENN MILLIONAIRE SLOT TOURNAMENT

OFFICIAL RULES

Tournament Rules:

1. Participation in the 2023 PENN Millionaire Slot Tournament (the "Tournament") is by invitation only. Invitations are awarded through authorized qualifying events hosted by either Penn Entertainment, Inc. or its subsidiary casino companies (collectively "PEI"). Participants are only allowed one (1) entry into the tournament.

2. Invitations are for one (1) entry of one (1) person into the Tournament (the "Participant"). Except as otherwise expressly provided herein, only the person named on the invitation may be a Participant in the Tournament and there shall be no team play, no substitutes and no assisted play.

3. Tournament prizes are non-transferable.

4. If a person is awarded an invitation to the Tournament and notifies PEI prior to the start of registration, under Rule 7, that they will not be playing in the Tournament (or if PEI otherwise determines the person is ineligible), then PEI may, at its option and in its sole discretion, reassign that invitation to another person. Once Tournament registration closes under Rule 7, there shall be no reassignment of invitations or any other substitutions.

5. Players on the waitlist are not guaranteed a spot in the tournament, and there is no order to the waitlist. It is up to PEI's sole discretion which player off the waitlist will fill tournament spots. PEI reserves the right to fill tournament spots with any player PEI chooses.

6. The Tournament will take place on Friday, June 2 and Saturday, June 3, 2023, at M Resort Spa & Casino located at 12300 Las Vegas Boulevard South, Henderson, Nevada 89044 ("M Resort").

7. Registration for the Tournament will be held on Thursday, June 1 and Friday, June 2, 2023. Participants must register in person at M Resort on Thursday, June 1, 2023, from 2:00 p.m. to 8:00 p.m. (Pacific time) or on Friday, June 2, 2023 from 9:00 a.m. to 11:00 a.m. (Pacific time). Failure to register during these times will result in disqualification.

8. Playing times and random slot machine assignments for the Tournament will be given out during registration. The Tournament Director reserves the right to change any of the times and assignments up to the start time of the Tournament.

9. The Tournament will consist of three (3) separate rounds of slot play. Each round will have ten (10) separate sessions, and each session shall be five (5) minutes in duration. Participants will play in one (1) session in each of the three (3) rounds and must play in all three (3) rounds to qualify for prizes.

10. Bonus Round. In addition to the three (3) standard Tournament rounds, Participants can be awarded an additional round, which is an optional five (5) minute Bonus Round sessions. If a Participant scores higher in a Bonus Round session than in a standard Tournament round session, the higher Bonus Round session score will be substituted for the lower score and counted towards the Participant's total score.



a.) To be awarded one (1) Bonus Round session, Participants must earn 2,500 Tier Points through casino play at M Resort from Wednesday, May 31, 2023 at 04:00 am (PST) through Saturday, June 3, 2023 at 3:45 pm. Participants are limited to a maximum of two (2) Bonus Round sessions.

b.) The Bonus Round sessions will be open seating and will be held beginning 1:30 pm (PST) with the last seating starting no later than 4:00pm (PST) on Saturday, June 3, 2023. Participants who have earned a Bonus Round session can swipe their PENN Play Rewards card at any casino kiosk starting at 1:00 pm (PST) to 3:45 pm (PST) on Saturday, June 3, 2023, to print their Bonus Round sessions entry. Bonus Rounds are five (5) minutes in duration.

11. Prizes. Tournament officials shall calculate every Participant's final score by totaling the Participant's highest three (3) session scores (including any Bonus Round sessions). Cash prizes, as set forth below, will be awarded to the top twenty (20) highest scores.

a.) 1st Place Grand Prize (for highest score): One Million Dollars (\$1,000,000.00), payable in equal annual installments of Fifty Thousand Dollars per year (\$50,000.00/yr.) for a period of Twenty (20) years. (M Resort will offer the 1st Place Grand Prize winner a choice between the annual installment payments or a discounted lump sum single cash payment as determined in accordance with NGC Regulation 5.115).

b.) 2nd Place: Twenty Thousand Dollars (\$20,000.00)

c.) 3rd Place: Five Thousand Dollars (\$5,000.00)

d.) 4th through 10th Places: One Thousand Dollars each (\$1,000.00/ea.)

e.) 11th through 20th Places: Five Hundred Dollars each (\$500.00/ea.)

12. Final scores and winners will be posted at the Tournament Zone, in the awards banquet ballroom on Saturday, June 3, 2023. Except for the 1st Place Grand Prize, which is governed by the Winner's Acknowledgement and Release Form, all prizes will be available for pick up at Players Services immediately after the awards banquet dinner on Saturday, June 3, 2023. Winners must have a valid government issued photo ID and their PENN Play Rewards club card to claim prize money. Except for the 1st Place Grand Prize winner, all other winners must claim their prize no later than 11:59 p.m. (Pacific time) on Sunday, June 4, 2023, or the prize will be deemed unclaimed and forfeited.

13. All participants:

a.) Must be twenty-one (21) years of age or older.

b.) Must provide valid U.S. or state government issued personal identification document with photo and proof of age. Participants who are not U.S. citizens must provide a current passport or alien card registration.

c.) Must present their PENN Play Rewards card and be a cardholder in good standing (PENN Play Rewards cards are free and are available at M Resort and participating PEI casinos).

d.) Must not be subject to any current exclusion list at M Resort or any other PEI gaming facility (whether through a government exclusion program, an internal casino exclusion directive, or the Participant's own exclusion request).



14. The Tournament is subject to all applicable federal, state and local laws and regulations, including regulations of the Nevada Gaming Commission.

15. Each Participant shall be solely responsible for payment of any government taxes, levies or fees that may arise as a result of their participation in the Tournament or the receipt of any cash, prizes or other consideration awarded. Participants may be subject to having U.S. taxes withheld from prize awards. Participants agree to cooperate with M Resort and/or PEI in completing any necessary tax forms. Notwithstanding anything contained herein, M Resort and/or PEI may disqualify any Participant for any prize based upon fraud, dishonesty, or violation of promotional rules.

16. Participants agree to and grant M Resort and PEI the unconditional right to reproduce, print, publish or disseminate in any medium, the Participant's picture, likeness, name, voice, and biographical material for purpose of news, advertising and/or promotion of M Resort or PEI, all without any additional compensation. 1st Place Grand Prize winner may be required to sign a general publicity release at the time of prize acceptance.

17. Employees of M Resort and PEI, together with their immediate family members, are not eligible to participate in the Tournament.

18. Subject to N.R.S. 463.362 and the authority of the Nevada State Gaming Control Board and the Nevada Gaming Commission (collectively the "Gaming Laws"), all decisions regarding the conduct of the Tournament, interpretation of rules, eligibility, prize awards and all material matters regarding the Tournament shall be in the sole and absolute discretion of the Tournament Director, whose decisions shall be final.

19. M Resort reserves the right to modify or postpone the Tournament at any time, for any reason, subject to any applicable regulatory approval, provided that such modification or postponement shall not, as of the date of such modification or postponement, materially alter or change any Participant's prize already awarded. Notice of any modification, postponement or any change of rules shall be sufficient if posted within the Tournament area.

Game Play:

20. Only designated slot machines will be eligible for Tournament play.

21. Each Participant will have two (2) – five (5) minute free sessions on Friday, June 2, 2023 and one (1) – five (5) minute free session on Saturday, June 3, 2023. Optional Bonus Round sessions will also be played on Saturday, June 3, 2023. Participants should be present near the tournament area ten (10) minutes before their assigned playing time. Prior to their play, all Participants are prohibited from entering the slot machine seating area until their session is announced. Spectators and other non-participants are prohibited from entering the slot machine seating area at any time during the rounds.

22. Any Participant who misses or is more than one (1) minute late for the start of his/her assigned session during any round will receive a score of zero (0) for that session unless an opening is available to reschedule that Participant to a later session in the same round. Rescheduling is not guaranteed and will be based on the availability of openings, if any, in later sessions in the same round. Any Participant who misses or is late for his/her session should immediately contact a Tournament official to seek rescheduling.



23. All slot machines will be set in 'tournament mode'. No coin or cash is used for tournament mode play. Non-redeemable points only will be generated on the Tournament Zone slot machine meters (instead of cash value credits), and the slot machine meters will show total accumulated points during each session. Tournament officials will verify that slot machine meters are set to zero at the beginning of each new session.

24. Participants may not push the slot machine "spin" or "play" button until directed to start the session. The session will end when the five (5) minute time limit on the slot machine has expired.

25. It is the Participant's responsibility to make sure the slot machine is set at max bet.

26. After each session played by Participants, including any Bonus Round sessions, Tournament officials will record each Participant's point total on the official scorecard, which will be signed by both the Participant and the Tournament official.

27. In the event of a slot machine malfunction during play, Participants should immediately notify a Tournament official. If a Participant is unsure whether a slot machine is malfunctioning, the Participant should remain at his/her assigned slot machine and attempt to continue play while notifying a Tournament official. Malfunctions must be confirmed by the Tournament Director. If it is determined the slot machine did not malfunction, the Participant's score will stand. If it is determined the slot machine did malfunction, the Participant's score for that session will be disregarded, and the Participant will be assigned a make-up session and machine.

Tie Breakers:

28. In the event of a tie for the First Place Grand Prize, there will be a tie-breaker round between the tied Participants. If a tie exists for First Place after the Participants scores for all standard rounds and Bonus rounds have been calculated and totaled, then the names of the tied Participants plus the starting time for the tie-breaker round shall be announced by the Tournament Director (and posted at Player Services). Should a tied Participant not show up at the specified playing time for the tiebreaker round, he/she will forfeit the tie-breaker.

a.) The tie-breaker round will consist of one (1) five (5) minute session to be played by all tied Participants. If a tie remains after the tie-breaker round, the remaining tied Participants will play in an additional round, using the same format, until a winner is determined. The ultimate winner of the tiebreaker will receive the First Place Grand Prize. The loser of the tie-breaker will be deemed the 2nd Place winner (if more than one Participant loses in the tie-breaker round, all losing tie-breaker Participants shall equally split the combined prize amounts for each of their placing positions as per Rule 28).

29. In the event of a tie for any prize position except for First Place Grand Prize, the tied participants will split the total combined prize amount for each placing position. By way of example only, if there is a tie between two (2) participants for 10th place, then the tied participants will equally split the combined prize amounts of 10th place (\$1,000.00) and 11th place (\$500.00), so that each participant would receive \$750.00. By way of another example, if there is a tie between four (4) participants for 18th place (\$500.00), then the tied participants will equally split the combined prize amounts for 18th, 19th and 20th places (i.e., \$1,500 divided by 4, or each receives \$375.00).



30. The list of all winners will be made available upon written request to: M Resort, Attn: Marketing – Tournament Director, 12300 Las Vegas Boulevard South, Henderson, Nevada 89044.

31. M Resort and PEI endorse responsible gaming. If you or someone you know has a problem gaming responsibly, please call the 24-hour Problem Gamblers Helpline at 1-800-522-4700.

32. Subject to the Gaming Laws, any dispute will be resolved by the Tournament Director, in his/her sole discretion and in a manner deemed by the Tournament Director to be fair to all concerned, and all decisions of the Tournament Director shall be final and binding on all Participants.

33. Subject to Gaming Laws, Participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Tournament, or any prizes awarded, shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Tournament but in no event attorneys' fees; and (ii) under no circumstances will Participants be permitted to obtain awards for and Participant hereby waives all rights to claim punitive, incidental and consequential damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the Participant and M Resort in connection with the Tournament, shall be governed by, and constructed in accordance with, the laws of the State of Nevada, without giving effect to any choice of law or conflict of law rules (whether of the State of Nevada or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nevada.

34. In consideration of participation in the Tournament and/or receipt of a prize award, Participants agree to defend, indemnify and hold harmless M Resort, PEI and each of their respective officers, directors and employees (collectively the "Indemnified Parties") to the fullest extent permitted by law, from and against any and all claims, demands, liabilities, fines, suits, actions, proceedings, orders, decrees, judgments, damages, costs, charges and expenses of any kind or nature including reasonable attorney fees, in defending any of the above, arising from, resulting from, in connection with, or on account of the performance or non-performance of the Tournament and the receipt, condition or quality of the prize or on account of any related action.

35. Each Participant and prize winner for him/herself, his/her heirs, executors, administrators, successors and assigns, hereby releases and forever discharges the Indemnified Parties from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever now known, or unknown, in law and equity, that he/she ever had, now have, may have, or claim to have against any and all of the Indemnified Parties arising out of, or by reason of, the Tournament and the receipt, condition, or quality of the prize or any other matter relating thereto.