

## **XTREME BAR BINGO OFFICIAL RULES**

1.

### **SPONSOR:**

The administrators of this Sweepstakes are Ed. Tribout Inc. DBA Xtreme Bar Bingo with a principal place of business of 517 S. Il. St. Belleville Il. 62220 (the "Sponsor") and \_\_\_\_\_ with a principal place of business of \_\_\_\_\_ (the "Participating Location"). By participating in the Sweepstakes, each Entrant (defined herein) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of Entries (defined herein) and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes. Sponsor may be reached by email at Todd@xtremebarbingo.com during the Promotion Period (defined herein).

2. **ELIGIBILITY:**

Open to all legal residents of the United States of America who are twenty-one (21) years or older (the "Entrant"). Sponsor (Ed Tribout Inc), and their respective parents, sales representatives, and each of their respective officers, directors and employees (collectively, the "Promotion Entities"), are ineligible to enter the Sweepstakes or win a prize. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. This Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

**THE POTENTIAL WINNER IS SUBJECT TO VERIFICATION, INCLUDING VERIFICATION OF AGE, BY SPONSOR, WHOSE DECISION IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. A PARTICIPANT IS NOT A WINNER OF THE PRIZE, EVEN IF THE SWEEPSTAKES SO INDICATES, UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED. SPONSOR WILL NOT ACCEPT EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.**

3. **GAMES AND DELUXE PRIZES:**

There will be nine (9) total games that take place during each session. An Entrant wins a game by completing five numbers in a row or by getting the designated

pattern, announced and displayed on the television in the location before the game. The numbers drawn are by using an RNG (random number generator) and are displayed on each television for all Entrants to see. For each game, the Entrant will be given a card containing five (5) horizontal rows of spaces, with each row except the central one containing five (5) figures. The central row has four (4) figures with the word "free" marked in the center space. An Entrant wins a game by completing a preannounced combination of spaces or, in the absence of a preannouncement of a combination of spaces, any combination of five (5) spaces in a row, vertically, horizontally, or diagonally.

**Xtreme Bar Bingo Prize and Consolation Prizes:** If a Deluxe Prize (defined herein) is not awarded during a Deluxe Prize Game (defined herein), an Entrant may win a consolation prize defined as an "Xtreme Bar Bingo Prize". An Xtreme Bar Bingo Prize is provided by the Sponsor and ranges from a \$1.00 to \$100.00 check. Consolation prizes may also be awarded by and at the discretion of the Participating Location.

**Deluxe Prize Games and Deluxe Prizes:** Each game throughout the night has a potential of becoming a Deluxe Prize Game (see below for details on how each game may become a Deluxe Prize Game). In the event of a Deluxe Prize Game, the winner will receive a Deluxe Prize (defined herein) the following week at the same Participating Location.

Winners of Deluxe Prizes have 30 days to report damaged or missing items. After 30 day period the "Sponsor" (Xtreme Bar Bingo and it's participating location) are not responsible for replacing items.

– Game 1: Deluxe Prize Games- Deluxe Prize Game. Deluxe Prize is Dependent on region. Consolation prize for game 1 is Xtreme Bar Bingo Prize, which holds the retail value of \$1.00 up to \$100.00. This prize is awarded if there is no winner of the Game 1 Deluxe Prize.

– Game 2: Deluxe Prize Games- Deluxe Prize is Dependent on region. Consolation prize is awarded by the **Participating Location**. This prize is awarded if there is no winner of the Game 2 Deluxe Prize.

– Game 3: Deluxe Prize Games- See Giveaway Official Rules

– Game 4: Deluxe Prize Games- Deluxe Prize Game. Deluxe Prize is Dependent on region. Consolation prize for game 4 is Xtreme Bar Bingo Prize, which holds the retail value of \$1.00 up to \$100.00. This prize is awarded if there is no winner of the Game 4 Deluxe Prize.

– Game 5- Deluxe Prize is Dependent on region. Consolation prize is awarded by the **Participating Location**. This prize is awarded if there is no winner of the Game 5 Deluxe Prize.

– Game 6- – Game 6: Deluxe Prize Games- Deluxe Prize Game. Deluxe Prize is Dependent on region. Consolation prize for game 6 is Xtreme Bar Bingo Prize, which holds the retail value of \$1.00 up to \$100.00. This prize is awarded if there is no winner of the Game 6 Deluxe Prize.

– Game 7- Deluxe Prize Game. Deluxe Prize is Dependent on region. Consolation prize for game 7 is Xtreme Bar Bingo Prize, which holds the retail value of \$1.00 up to \$100.00. This prize is awarded if there is no winner of the Game 7 Deluxe Prize.

– Game 8- Game 8 Deluxe Prize is Dependent on region. Consolation prize for game 8 is Xtreme Bar Bingo Prize, which holds the retail value of \$1.00 up to \$100.00. This prize is awarded if there is no winner of the Game 8 Deluxe Prize.

Game 9- Deluxe Prize Games: The ninth and final game of Xtreme Bar Bingo is also referred to as the “Xtreme Jackpot Game.” An Entrant wins Xtreme Jackpot Game by getting the combination of eight (8) spaces in two (2) diagonal rows (including the free space), making the letter X pattern. The number of calls needed to win the Xtreme Jackpot Game will be announced prior to the start of the Xtreme Jackpot Game by the caller. The Entrant that wins the Xtreme Jackpot Game will receive a cash prize of \_\_\_\_\_ (the “Xtreme Jackpot”). IF THERE IS NO WINNER OF THE XTREME JACKPOT GAME, the cash prize is carried over to the next day (FRIDAY through THURSDAY). EACH WEEK THE XTREME JACKPOT INCREASES ONE CALL AND \$1,000 EVERY WEEK UNTIL THE XTREME JACKPOT IS WON. If an Entrant wins on any number of calls more than the number of calls announced by the caller before the Xtreme Jackpot Game, the Entrant will receive a consolation prize awarded by the Participating Location. This prize is awarded if there is no winner of the Xtreme Jackpot.

In the event of an Xtreme Jackpot being won at by multiple winners at the same location or at multiple locations, the winner(s) will be splitting the Xtreme Jackpot (stated prior to the game) in proportionate value to the number of winners.

Gift cards and gift certificates are subject to the terms and conditions of the issuer. Prizes cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV (actual retail value) of the prize represents Sponsor’s good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to

be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

All prize providers referenced above as well as the Participating Location may be collectively referred to herein as the "Sweepstakes Entities."

This Sweepstakes is open to legal residents of the United States of America and prizes will only be awarded and/or delivered to addresses within said locations. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

Consolation prize is awarded by the **Participating Location**. This prize is awarded if there is no winner of the Game 9 Deluxe Prize.

I \_\_\_\_\_ have read and understand that I am responsible for **THREE** consolation prizes PER night.

#### 4. HOW TO ENTER:

The Entrant may enter by visiting the Participating Location during the event and participating in the game(s). All Entrants are limited to one (1) card per game (an "Entry(ies)"). Any attempt at obtaining and/or entering more than one (1) card, will void Entrant's Entries and that Entrant may be disqualified.

5. NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

#### 6. PRIVACY:

Any personal information supplied by you will be subject to the privacy policy of the Sponsor. By entering the Sweepstakes, you grant Sponsor permission to share your email address and any other personally identifiable information with the other Sweepstakes Entities for the purpose of administration and prize fulfillment, including use in a publicly available winners list.

#### 7. LIMITATION OF LIABILITY:

By entering the Sweepstakes, all participants agree to these Official Rules and all eligibility requirements and all decisions of Sponsor. By entering the Sweepstakes, and/or accepting a prize, each Entrant agrees that the Sponsor, affiliates of Sponsor, and all of their respective officers, directors, employees, representatives, and agents

(collectively, its “Representatives”) assume no responsibility or liability whatsoever to the Entrant, and will be held harmless by the Entrant for, any liability, claims, injury, loss, or damage, of any kind, due in whole or in part, directly or indirectly, including without limitation, claims arising out of personal injury, death, property damage, claims arising out of the Entrant’s participation in this Sweepstakes or the acceptance, possession, use, or misuse of the prize, claims based on intellectual property rights, publicity rights, privacy, or defamation, or claims based on the negligence of Sponsor. Sponsor is not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to acts of war, natural disasters, weather, or acts of terrorism, or any other acts or events beyond its control. Entrants further agree that Sponsor is not responsible for (a) any incorrect or inaccurate entry information, whether caused by Entrants, printing errors, by any of the equipment or programming associated with or utilized in this Sweepstakes, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction, or alteration, or intervention in any part of the Sweepstakes, including theft, destruction, or unauthorized access to, or alteration of, Entries; (c) any human error or technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; (f) any injury or damage to participant’s or to any other person’s computer or mobile device which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials in the Sweepstakes.

If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such event, Sponsor shall immediately suspend all games and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total ARV as set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and Sweepstakes Entities shall not have any further liability to any Entrant in connection with the Sweepstakes.

#### 8. ODDS OF WINNING:

The odds of winning any prize including Deluxe Prizes, consolation prizes, and the Xtreme Jackpot are based solely on the number of Entries in play.

## 9. SOCIAL NETWORK DISCLAIMER

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to the “Sponsor” and not to Facebook. By participating via the Facebook platform, participants are also subject to Facebook’s data policy and terms of use, which can be found at <https://www.facebook.com/about/privacy> and <https://www.facebook.com/legal/terms/update>.

## 10. RELEASE

By participating in this Sweepstakes, the Entrant acknowledges that identifying information may be used in Sponsor’s advertising and marketing materials, in Sponsor’s sole discretion. Specifically, by entering the Sweepstakes, the Entrant agrees that the Sponsor and its Representatives, and those acting under the authority of the Sponsor or its Representatives may use (or refrain from using) information about the Entrant and his/her participation in the Sweepstakes for any and all advertising and promotional purposes in any and all media now known or hereafter invented (including but not limited to digital and print media) without territorial or time limitations and without further consideration, at the sole discretion of the Sponsor, unless prohibited by law, in conjunction with this Sweepstakes and similar promotions without notice to the participant. By obtaining an Entry, the Entrant agrees that his/her participation is gratuitous and made without restriction, and will not place the Sponsor under any obligation.

It is always absolutely free to play Xtreme Bar Bingo, but seats and tables can be reserved for paying customers. If a player is not ordering food or beverages they may be asked to surrender their seat and move to another area of the room.

## 11. GOVERNING LAW AND JURISDICTION

Except where prohibited, all participants agree that: 1) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a state or federal court having venue in St. Clair County, Illinois; 2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, if any; and 3) under no circumstances will participant be permitted to obtain awards for, and each participant hereby waives all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or

otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the participant and the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.