

PENN MILLIONAIRE QUALIFIER PROMOTION
OFFICIAL RULES (“Official Rules”)

NO PURCHASE NECESSARY TO ENTER OR WIN. OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES AND DC (NOT INCLUDING RHODE ISLAND, NEW YORK AND FLORIDA), 21 YEARS OF AGE AND OLDER WHO ENTER FROM WITHIN THE UNITED STATES OR THE DISTRICT OF COLUMBIA. RESIDENTS OF THE STATE OF RHODE ISLAND ARE INELIGIBLE TO PARTICIPATE. THIS PROMOTION IS INTENDED FOR ENTRY IN THE UNITED STATES ONLY AND WILL BE CONSTRUED AND INTERPRETED UNDER THE LAWS OF THE UNITED STATES. RESIDENTS OF THE STATES OF NEW YORK, FLORIDA AND RHODE ISLAND ARE INELIGIBLE TO PARTICIPATE. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. VOID WHERE RESTRICTED OR PROHIBITED BY LAW.

- 1. ELIGIBILITY:** The PENN Millionaire Qualifier Promotion (“Promotion”) is open to legal residents of the United States (Not including Rhode Island, New York And Florida), 21 years of age or older, who are located in the United States or the District of Columbia at the time of entry. Employees, contractors, directors and officers of PENN Entertainment (“Sponsor”) and each of their parent, affiliates, subsidiaries, distributors, sales representatives, retailers, and advertising, promotion and judging agencies and all other service agencies involved with the Promotion, and members of the immediate family (spouse, parent, child, sibling and their respective spouse) and household of each such employee are not eligible to participate. To be eligible, participants must be registered in the mychoice program. Self-excluded guests or guests banned from any PENN Entertainment location are not eligible to participate. The mychoice program is free to join.
- 2. DESCRIPTION/ENTRY PERIOD:** This Promotion begins at 12:00:00 AM ET on April 9, 2023 and ends at 11:59:00 PM ET on April 23, 2023 (“Giveaway Entry Period”).
- 3. HOW TO ENTER:** No purchase necessary. During the Giveaway Entry Period, eligible persons will receive an entry in the Promotion according to the table below and engage with the PENN Millionaire post on Instagram, Facebook and/or Twitter by April 23, 2023:

Number of Entries	Task to Complete During Promotion Period
One (1) entry – Instagram	Must have a public Instagram account and mention @PennEntertain in the comments of a PENN Millionaire post to receive Instagram entry.
One (1) entry – Facebook	Like and comment #PennMillionaire on PENN Millionaire post to receive Facebook entry.
One (1) entry – Twitter	Retweet the PENN Millionaire post to receive Twitter entry.

Players may earn 1 entry for each social platform and be eligible for the drawing with each platform.

Players may not enter multiple times with multiple accounts. Multiple entries in one social platform may result in disqualification. Only one entry per account holder per social platform. Winners cannot be a semifinalist on more than one social platform. Instagram will be drawn first, then Facebook and then Twitter.

Alternate Method of Entry (AMOE): To enter without taking any social media action as noted above, entry may be made by sending an email to 2023millionaire@pngaming.com. Email entry must include your name, the email address associated with your mychoice casino account, your mychoice Rewards Loyalty number, and date of birth. Email entry must be received during the Giveaway Entry Period. No mechanically reproduced entries accepted. Account holders are limited to three AMOE entries per person.

- 4. DRAWINGS/ODDS:** On or around April 30, 2023 a random drawing will take place to select, from among all eligible entries received during the Giveaway Entry Period, Five (5) winners from each social platform to be semifinalists for the Grand Prize Drawing. Then, out of these Fifteen (15), one (1) winner will be selected to receive the Grand Prize. Winners will be notified on or around the day of the draw. Odds of becoming a semi-finalists depend upon the number of eligible entries received during the Giveaway Entry Period. Once selected as a semifinalist, odds of winning the Grand Prize would be 1 in 15. Sponsor’s decisions regarding winners are final.

5. CONDITIONS OF ENTRY: By entering, entrants acknowledge compliance with these Official Rules, including all eligibility requirements. To be valid, each entry must follow the directions noted above in section 3. The Sponsor is not responsible for lost, late, incomplete, invalid entries, computer error or malfunctions. The Sponsor is not responsible for incorrect or inaccurate transcription of entry information, human, printing or other errors, technical malfunctions, or any other error or malfunction. Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple e-mail addresses nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, accounts, identities, registrations, logins, or any other methods may void that entrant’s entries and that entrant may be disqualified (and forfeits all prizes won), in Sponsor’s discretion. In the event of a dispute as to any entry, the “authorized account holder” will be deemed to be the entrant and he/she must comply with these Official Rules. “Authorized account holder” is defined as the natural person who is assigned an email address by organization that is responsible for assigning email addresses or the domain associated with the submitted entry. A potential winner may be required to show proof of being the authorized account holder associated with the entry.

Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, bugs, virus, technical failures, or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor will randomly award the prizes from among eligible, non-suspect entries received prior to cancellation. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions, the website, or network connections that are human or technical in nature. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process, the website, or the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

6. PRIZES: There will be one (1) Grand Prize awarded and 14 semi-finalist as follows:

Place	Number of Winners	Prize	ARV
Grand Prize	1	Air and ground transportation to and from M Resort, hotel accommodations and a seat in the PENN Millionaire Slot Tournament at M Resort on May 31 – June 4, 2023.	\$2,500
Semifinalist	15 chosen 14 win property prize package.	Property prize package to include 2 hotel nights for the property of the winners choice, \$100 dining credit and \$50 Free Slot Play (does not include travel). Note: semi-finalist who is chosen as the Grand Prize Winner will not also receive Property Prize Package.	\$500

Total Average Retail Value (ARV) of all prizes: \$9,500.00

Grand Prize Details: One (1) confirmed Grand Prize winner will receive: all-expense paid trip to Las Vegas, NV to compete in the PENN Millionaire \$1,000,000 Slot Tournament at the M Resort Spa Casino on May 31 – June 4, 2023. The Grand Prize includes round trip, coach-class air transportation for two (2) from a major airport near winner’s home (determined by Sponsor in its sole discretion) to Las Vegas, NV, a 4-night stay at the M Resort Spa Casino (single room, double occupancy); Tournament entry and a \$200 Food Comp. Winner must travel on the dates specified by the Sponsor, surrounding the PENN Millionaire \$1,000,000 Slot Tournament, or prize will be forfeited. Sponsor reserves the right to determine airline and flight itinerary in its sole discretion. Any difference between stated approximate retail value and actual value of prize will not be awarded. Restrictions may apply. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor’s

airline carrier of choice as detailed in the passenger ticket contract. If trip destination is less than 250 miles from the winner's residence, winner will be provided \$200 in spending money for driving expenses in lieu of air transportation.

If event is cancelled by sponsor, or due to circumstances beyond the control of sponsor, an alternative prize of approximately equal value may be substituted.

General prize restrictions: Prize will be awarded provided that eligible entries have been received to conduct the drawing. Prize is non-transferable, and no cash equivalent or substitutions allowed except at the discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. All taxes on a prize won and other expenses related to accepting the prize are the sole responsibility of the winner. Only one (1) prize per person, family/household. ARVs are as of date of printing of these Official Rules. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded.

Winners acknowledge that Released Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers' terms therefore, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee.

Winner must be a **mychoice** member, membership is free. To enroll please visit play.google.com or www.apple.com to download the mychoice app and register or visit any mychoice property.

7. **WINNER NOTIFICATION:** All potential winners are subject to verification, including verification of age. Potential winner will be notified via the email associated with their **mychoice** casino account within 7 working days after the end of the drawing. Potential winner must respond to the winner notification within three (3) days of attempted notification. Then, potential Grand Prize winner (who timely responds to the winner notification) must complete and return a Declaration of Eligibility and Release within seven (7) days of date the Release was sent. Failure of a potential winner to contact the Sponsor within the above stated deadline, return any applicable winner documents within the applicable deadline, or return of any prize notification as undeliverable may result in disqualification and selection of an alternate winner solely at the Sponsor's discretion. If a potential winner cannot be reached or does not respond within specified time frame, is found to be ineligible, or declines to accept the prize (or any portion thereof), the potential winner may be disqualified in the Sponsor's sole discretion, and in such case the Sponsor may select an alternate potential winner from remaining eligible entries. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants.
8. **GENERAL RULES:** As set forth above, potential Grand Prize winners will be required to complete and return a Declaration of Eligibility and Release within seven (7) days of date the Release was sent. Failure to do so may result in disqualification (as determined by Sponsor in its sole discretion) and the selection of an alternate winner from remaining eligible entries.

As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release Sponsor, its affiliates, subsidiaries, retailers, and agents, Administrator, and each of their officers, directors, employees and agents ("Released Parties"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize or any item redeemed therewith or any travel related thereto; (b) under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby knowingly and expressly waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased; (c) all causes of action arising out of or connected with this Giveaway, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs.

By accepting a prize, entrants grant permission to use their name, address (city, state, country), any photos, descriptions of their person, likeness, statements, and biographical information without limitation, for advertising and publicity purposes, worldwide in any media known to date or to be developed in the future, without further compensation or notice, except where prohibited by law. The Sponsor, all promotional agencies, prize providers,

affiliates, agents and representatives are not responsible for any lost, stolen or otherwise unaccounted for entries that may arise from technical errors in hardware and software programs.

This Giveaway and its Official Rules, excluding any and all disputes, are subject to all applicable US Federal, state, and local laws & regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Giveaway Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of Pennsylvania, U.S.A.

By accepting the Grand Prize, the winner must complete, sign, and return an IRS Form W-9 and provide their social security number that will be used for the purpose of reporting the winner's prize earnings to the Internal Revenue Service, as required by law.

9. **PRIVACY & PERSONAL INFORMATION:** Personal information collected from entrants shall be stored in the US and will be used by the Sponsor for the purpose of administering the Giveaway and if an entrant authorizes by opting in, to provide entrants with information relating to products, services and promotions of the Sponsor and affiliates of the Sponsor. The Sponsor shall not sell, share or otherwise disclose personal information of entrants with third parties, other than to third parties engaged by the Sponsor to fulfil the above purposes or as otherwise consented to by the entrant. Please read the Sponsor's Privacy Policy, at <https://www.pngaming.com/privacy-policy> for Sponsor's policy regarding the use of personal information collected in connection with this Giveaway.

10. **SPONSOR:** PENN Entertainment, 825 Berkshire Blvd| Wyomissing, PA 19610. For a winner list, please email 2023millionaire@pngaming.com. The winner list will be available after award confirmation is complete.