

Delaware North Total listening™ Sweepstakes Official Rules No Purchase Necessary. Open only to legal residents of the U.S. who as of February 1, 2015, are recipients of a Sponsor-generated survey or activity, who are also 21 years of age and older as of date of entry. Void where prohibited by law.

- Promotion Period:** The Total listening™ Sweepstakes (“Sweepstakes”) begins at 12:01 a.m. Eastern Time (“ET”) on February 1, 2015 and ends at 11:59 p.m. ET on January 31, 2016 (“Promotion Period”).
- How to Enter:** There are two (2) ways to enter the Sweepstakes. 1) E-mail: During the Promotion Period, recipients of Total listening™ e-mail who click where indicated will receive one (1) Sweepstakes entry for each unique survey or unique activity (collectively “entry action”) they participate in, in the applicable month during the Promotion Period. 2) Website: Totallistinggaming.com members who log-in, and participate in an entry action through the activities section of Totallistinggaming.com (“website”) will receive one (1) Sweepstakes entry. Each entry action will be available through the Total listening™ email, or on the website, but you can only receive a limit of one (1) entry per entry action in each unique survey regardless of whether you enter through e-mail, or on the website. Entries must be received by 11:59 p.m. ET on the final day of each month of the Promotion Period, to be eligible for that month’s random drawing. Entries will not be carried forward to subsequent month’s random drawings, if any. Normal Internet access, phone charges and usage charges imposed by your on-line/phone service provider will apply.
- Entry Action Requirements:** In the event the Sponsor, in its sole discretion, determines that any entry action contains content that does not comply with these Official Rules or does not otherwise comply with regulatory guidelines, Sponsor reserves the right to disqualify and remove the entry or, if Sponsor determines, edit the content of the entry. Any entry deemed inappropriate or unsuitable, in Sponsor's sole discretion, will be disqualified. Entry must not contain material that is inappropriate, indecent, profane, obscene, hateful, tortuous, defamatory, slanderous or libelous (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group). Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. Any entry or portion thereof that is, in Sponsor's sole discretion, obscene, profane, lewd, defamatory, contains any third-party materials, or otherwise violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any commercial/corporate advertising (including but not limited to, corporate logos, brand names, slogans, political, or religious statements), or is otherwise objectionable, will not be considered and may disqualify the entrant. Entrants and all submitted entries must be in keeping with Sponsor's image/ brand image as determined by Sponsor, in its sole discretion, or entry will be disqualified from the Sweepstakes. The entry must not disparage persons or organizations associated with Sponsor. Any content shared through an entry action will not be shared publicly.
- Grand Prizes:** 36 Grand Prizes of “cash” equal to \$250 (US funds) in the form of cash will be awarded during the Promotion Period (each a “Grand Prize”). 3 Grand Prizes of \$250 (US Funds) to be awarded for each month during the Promotion Period. Each Grand Prize is non- commissionable, non-transferable and no substitutions, transfers, or cash equivalents for the Grand Prize are permitted, except that Sponsor may substitute prize component of equal value or greater for any reason.
- Random Drawings:** 3 Grand Prize winners will be selected for each month in a witnessed random drawing from among all eligible entries received during the corresponding month. Random drawings for the applicable month will be conducted on or about the tenth (10th) day of the following month (the “Draw Date”), by Administrator whose decisions are final on all matters relating to this Sweepstakes. Odds of winning are dependent upon the number of eligible entries received each month. Grand Prizes will be awarded and winners will be notified by e-mail within 15 days of the drawing. Grand Prizes will only be awarded on verification by Administrator that all Sweepstakes requirements have been met by the winners. The Sponsor is solely responsible for delivery of the Grand Prizes to the Grand Prize winners, as declared by

Administrator. No correspondence will be entered into except with selected entrants at the email address listed on the Administrator's systems. Administrator will notify the winner by email within fifteen (15) days of the Draw Date. The winner will have five (5) calendar days from notification to accept the Grand Prize by email. Administrator is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winner. If a selected entrant cannot be contacted within the allotted time, Administrator reserves the right to void that entry and select another eligible entrant for that Grand Prize. To be declared an official winner and collect your prize, the selected entrant will be required to complete a Winner Notification Form at the gaming facility indicated in the official notification within five (5) days of email acceptance of prize. If a selected entrant fails to complete the Winner Notification Form at the location indicated within five (5) days, Administrator reserves the right to void that entry and select another eligible entrant for that Grand Prize.

6. General Rules: All federal, state and local taxes and other governmental charges, if any, and all other costs associated with acceptance or use of any Grand Prize, not specified herein, related to the Grand Prize are the sole responsibility of the individual winners. Prizes will be submitted to at the location upon completion of the Winner Notification Form in person at gaming site. Winners will be required to present valid government identification.

Acceptance of a prize constitutes permission to use winners' names and likenesses for promotional purposes, without further compensation, except where prohibited by law. By entering the Sweepstakes, entrant accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor and Administrator. Entries will be declared to be made by the authorized account holder of the e-mail address associated with the account that generated the entry action. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access provider, Online Service provider, or other organization (e.g., business, educational institution etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor and Administrator and their respective agencies are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in the Sweepstakes which may limit the ability to participate or by any human error which may occur in the processing of the entries in the Sweepstakes. Sponsor is not responsible for any damage to entrant's computer in connection with accessing or downloading any information from Sponsor's web site. Sponsor reserves the right to cancel the Sweepstakes if it becomes technically corrupted, and award applicable prizes from eligible entries received each month prior to cancellation. Sponsor has the right to alter, change or cancel this promotion at its discretion. Typographical errors are subject to correction.

7. Eligibility: This Sweepstakes is open only to legal residents of the U.S., who as of February 28, 2015, are recipients of a Sponsor-generated survey or activity who are also 21 years of age or older as of date of entry. Employees and their families of Delaware North their respective affiliates, subsidiaries, agencies, employees, and immediate family members are not eligible to win. This Sweepstakes is void wherever prohibited by law and subject to all federal, state and local laws and regulations.

8. WAIVER OF LIABILITY/PUBLICITY RELEASE: By participating in the Sweepstakes and submitting an entry, each entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims against the Sponsor and each of their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use

of any Prize or any travel or activity related to the receipt or use of any Prize. By entering this Sweepstakes, each entrant gives his/her express permission to be contacted by the Sponsor by telephone, e-mail and/or postal mail for Sweepstakes purposes. Each winner, by acceptance of Prize, grants to Sponsor and each of their respective designees the right to publicize such Winner's name, address (city and state of residence), photograph, voice, statements and/or other likeness and prize information for advertising, promotional and/or trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

8. Winners List: For the names of winners, available after June 22, 2016, send a stamped, self-addressed envelope by July 22, 2016, to: Total listening™ Sweepstakes, C/O A. Spencer, 40 Fountain Plaza, Seventh Floor, Buffalo, New York 14202.

9. Sponsor: The Sponsor of the Total listening™ Sweepstakes is Delaware North Companies Gaming & Entertainment, Inc., 40 Fountain Plaza, Buffalo, NY 14202.

10. Administrator: The Administrator of the Total listening™ Sweepstakes is Delaware North Companies Gaming & Entertainment, Inc., 40 Fountain Plaza, Buffalo, NY 14202.