

## TERMS AND CONDITIONS

### Deadwood Mountain Grand Social Media Promotions

From time-to-time SGMSD, LLC d/b/a the Deadwood Mountain Grand (hereinafter “DMG”) may advertise or sponsor promotions or contests on social media platforms such as Facebook, Instagram, and Twitter, etc. to award various prizes to eligible participants. The following Terms and Conditions (hereinafter “Rules”) apply to any promotion or contest (hereinafter “Promotion”) advertised by the DMG:

1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE THE CHANCES OF WINNING.

2. ELIGIBILITY: To be eligible to participate in any Promotion advertised or sponsored by the DMG, each participant must be a legal resident of one of the fifty (50) United States or the District of Columbia and be over the age of eighteen (18) at the time of entry (hereinafter “Participant”). Each Participant must be a registered account holder of the social media platform on which the Promotion is advertised or sponsored and may be required to show proof of registered account and personal identification. Eligibility shall be void where prohibited by law. DMG officers, directors, members, affiliates, agents, or employees and their parents, spouses, significant others, siblings, children, or any person residing in their household are not eligible to enter or win. Any promotional sponsor or affiliate’s officers, directors, members, agents, or employees and their parents, spouses, significant others, siblings, children, or any person residing in their household are not eligible to enter or win.

3. PROMOTION ANNOUNCEMENT: All Promotions will be posted on the DMG or its affiliates websites or on social media platforms such as Facebook, Instagram, and Twitter, etc.

4. ENTRY: The Promotion may only be entered by following the entry rules specified in the Promotion Announcement. Any comment, content, photo, audio file, video, text, etc. (hereinafter “Entry Content”) must meet all Promotion requirements or the Entry will be characterized as incomplete. Incomplete entries or entries that do not align with the rules, regulations, requirements, and specifications will be disqualified by the DMG at its sole discretion. Participants may enter the Promotion as many times as specified in the Promotion Announcement. Each Entry must comply with all entry rules

specified in the Promotion Announcement. Any attempt to circumvent any rules will result in immediate disqualification from the Promotion.

5. PROMOTION PERIOD: Entries will be accepted online starting and ending on the dates and times specified in the Promotion Announcement (hereinafter “Promotion Period”). Entries that are submitted before or after the Promotion period shall be disqualified. Entries are not transferable between Promotions.

6. WINNER SELECTION AND NOTIFICATION: The winner of the Promotion (hereinafter “Winner”) shall be selected by the criteria specified in the Promotion Announcement, which is subject to the supervision of the DMG. Each Winner will be informed they have won the prize specified in the Promotion by any one of the following at the end of the Promotion Period: a social media response to the Entry, private social media message, telephone call, or email (hereinafter “Notice”). The DMG, its affiliates, or Promotion partners shall not be responsible if the Winner fails to receive Notice that Participant is a Winner. If the Winner is disqualified for any reason, the Winner’s privileges shall be terminated immediately and the DMG, its affiliates, or promotional partners are not obligated to provide an alternate prize or extend the promotion period in any way. Any Participant who provides a false, fraudulent, or deceptive Entry or who engages in false, fraudulent, or deceptive acts in connection with the Promotion will be disqualified and subject to criminal prosecution or civil liability.

7. PRIZES: The winner of the Promotion (hereinafter “Winner”) will receive the prize specified in the Promotion Announcement. The prize cannot be redeemed for cash, substituted for another prize, or transferred. Prize-related expenses including all federal, state, and local taxes are the sole financial responsibility of the Winner. The prize is given with no written, express, or implied warranty or guarantee. The Winner shall claim the prize within the timeframe specified in the Promotion Announcement, or the prize will be forfeited and remain the property of the DMG. If no time period to claim the prize is specified in the Promotion Announcement, the Winner shall have 14 days to claim the prize, or it will be forfeited and remain the property of the DMG. In the event that a Winner fails to respond or forfeits any prize, the prize may be awarded to a new Winner. Acceptance of the prize gives the DMG or its affiliates permission to use the Winner’s personal information and all Entry Content for any purpose without further compensation unless it is prohibited by law.

8. HOW TO CLAIM THE PRIZE: The Winner will be provided instructions for claiming the prize in the Notice. The Winner is required to provide a valid government-issued photo identification depicting the proof of age and a valid taxpayer identification number or social security number. The social security number will be used for tax-reporting purposes. The DMG reserves the right to deny awarding any prize if the Winner fails to provide satisfactory identification.

9. CONTENT OWNERSHIP: By participating in the Promotion, each Participant guarantees that they are the exclusive owner of the copyright and all other proprietary rights in any and all Entry Content submitted by the Participant in each Promotion Entry. Each Participant further guarantees that they have the right to grant to any third party the right to use, reproduce, distribute, perform, and display any Entry Content. Each Participant must have the appropriate clearance, permission, and release for all Entry Content submitted for each Promotion Entry PRIOR to uploading or submitting the Entry Content, or the Participant shall be disqualified from the Promotion. Any unauthorized Entry Content uploaded or submitted by Participant could be subject to fines, royalty fees, or legal action for which the Participant agrees to indemnify, defend, and hold harmless the DMG, its affiliates, employees, agents, or assigns.

10. RIGHTS GRANTED BY PROMOTION PARTICIPANTS: By submitting any Entry Content in furtherance of any Promotion, whether the Participant is eligible or not, the Participant understands and agrees that the DMG or anyone acting on its behalf has the right, where permitted by law, to use the Entry Content submitted by the Participant, including the Participant's personal information, without limitation or compensation, notice, review, or consent, in any manner the DMG or its affiliates desire, including but not limited to, the DMG or its affiliates' websites.

11. GENERAL TERMS AND CONDITIONS: The DMG reserves the right to cancel, terminate, modify, or suspend any Promotion for any reason, including but not limited to, non-authorized human intervention, non-authorized technological intervention, fraud, or any other cause that affects the administration, security, fairness, or proper conduct of the Promotion. If such actions occur, the DMG may, at its sole discretion, select the Winner from all eligible entries. Any attempt by a Participant to deliberately damage the Winner selection process and the legitimate operation of the Promotion may be a violation of criminal and civil laws.

12. **RELEASE OF LIABILITY:** By participating or entering any Promotion, whether such Entry is deemed valid or invalid, Participant agrees to release and hold harmless the DMG, its subsidiaries, affiliates, partners, members, representatives, agents, successors, assigns, employees, officers, and directors from any liability, injury, death, loss, litigation, claim for damages that may occur, directly or indirectly, for any reason from any of the following:

- a. Participation in the Promotion and/or the acceptance, possession, use, or misuse, of any prize or portion thereof.
- b. Technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, software, or other mechanical equipment.
- c. The unavailability or inaccessibility of any transmissions, telephone, or internet service.
- d. Unauthorized human or technological intervention in any part of the process or Promotion.
- e. Electronic or human error in the administration of the Promotion or the processing of Entries.
- f. Incorrect, inaccurate, or incomplete Entry information.

13. **DISCLAIMER OF RESPONSIBILITY:** The DMG is not responsible for problems with any Promotion Entry which is lost, late, misdirected, incomplete, ineligible or cannot be completed due to electronic or technical difficulties, even if the problem is the results of the sole or partial negligence of the DMG.

14. **FACEBOOK, INSTAGRAM AND TWITTER:** The DMG may utilize Facebook or Instagram for Promotions. Participant understands and agrees that any such Promotion is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram or Twitter.

15. **DISPUTES:** All Promotions are governed by the laws of the United State of America and the State of South Dakota. As a condition of participating in any Promotion, Participant agrees that any and all disputes that cannot be resolved between the parties, and any cause of action arising out of or connected with any Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in South Dakota.