

## **October 2024 Center Stage Social Media Sweepstakes – Ticket Giveaway** **OFFICIAL RULES**

### **NO PURCHASE NECESSARY**

**October 2024 Center Stage Social Media Sweepstakes – Ticket Giveaway** (“Sweepstakes”) is subject to these Official Rules. By entering, all participants agree to be bound by these Official Rules and the decisions of Sponsor (as defined in Section 2) which, subject to Nevada Revised Statute (“NRS”) 463.362, are final and binding in all matters related to the Sweepstakes. Certain restrictions may apply.

**1. Eligibility:** Sweepstakes is open only to legal residents of the 50 United States (and the District of Columbia) who are twenty-one (21) years of age or older at the time of entry (unless otherwise excluded by Sponsor in accordance with applicable law). Proof of residency and age may be required. Employees, officers, directors, members and representatives of Sponsor and each of their respective parent companies, subsidiaries and affiliates, as well as the immediate family members (spouse, parents, siblings and children and each of their respective spouses, children and siblings) of each of the above and persons living in the same households of each of the above are ineligible to participate or win in this Sweepstakes. Sweepstakes subject to all applicable federal, state and local laws and regulations. Sweepstakes is void outside the 50 United States (and the District of Columbia) and wherever prohibited or restricted by law.

**2. Sponsor:** The sponsor of the Sweepstakes is **MGM Resorts International Operations, Inc., 3260 Sammy Davis. Las Vegas, NV 89109** (“Sponsor”).

**3. Timing:** Sweepstakes entry period begins on September 27, 2024 at 10:00 a.m. Eastern Time (“ET”) and ends on September 30, 2024 at 2:00 p.m. ET (“Entry Period”). Sponsor’s computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter. No purchase necessary to enter or win:** There are two (2) ways to enter the Sweepstakes: (i) via Instagram; and (ii) via mail-in entry.

(i) **Instagram Entry.** To enter the Sweepstakes via Instagram, entrants must sign into their valid, publicly-facing Instagram account (i.e., not "protected") and complete the following steps: 1) comment on October 2024 Center Stage official sweepstakes Instagram post during the Entry Period (the “Instagram Qualifying Post”); 2) include the hashtag #SweepstakesEntry in your comment on the Instagram Qualifying Post; 3) tag the Instagram account of one (1) Eligible Friend (as defined below) in the Instagram Qualifying Post; and 4) follow MGM Northfield Park (@mgmnorthfield) Instagram account. Limit one (1) entry per person per Instagram Qualifying Post. All Instagram entries must be received by Sponsor during the Entry Period and no later than September 30, 2024 at 2:00 p.m. ET. Only entries that comply with these Official Rules will be valid and deemed eligible entries. In order to comment on the Instagram Qualifying post on Instagram, you must have an Instagram account which can be obtained at no charge from Instagram. To set-up an Instagram account, either visit [www.instagram.com](http://www.instagram.com) or use the Instagram mobile app.

An “Eligible Friend” must meet the eligibility requirements identified in Section 1 and have granted the entrant permission to tag him/her in the Instagram Qualifying Post. Sponsor, in its sole discretion, may require entrant to verify such permission before declaring such entrant eligible to receive a prize.

(iii) Mail-In Entry. To enter the Sweepstakes via mail-in entry, during the Entry Period, simply hand-print your full name, mailing address (including zip code), telephone number (including area code), email address (optional), and date of birth on a postcard (or on a 8.5” x 11” piece of paper inserted into a standard business envelope) and mail it to: MGM Resorts International, ATTN: Marketing, October 2024 Center Stage Ticket Giveaway Sweepstakes, [10777 Northfield Road Northfield, OH 44067](#). All mail-in entries must be postmarked by September 30, 2024 and received by Sponsor by 10:00 a.m. ET on October 4, 2024. Each mail-in entry must be mailed separately.

**Limits.** Limit one (1) entry per person regardless of method of entry. Entrants may not share an Instagram account. All entries in excess of the limits, or not in compliance with the requirements, described herein are ineligible and will be disqualified.

Any attempt by any entrant to obtain more than the allowed number of entries by using multiple/different Instagram accounts, identities, registrations and logins, or any other similar methods or automated systems will void all of that entrant's entries in excess of the stated entry limit and, in such situation, Sponsor reserves the right to also void that entrant’s initial entry and disqualify him/her from the entire Sweepstakes.

**IMPORTANT INFORMATION ABOUT DATA CHARGES FOR ENTRIES VIA MOBILE DEVICE.** If you enter the Sweepstakes via a social media platform on a mobile device, your wireless service provider's data rates apply according to the Terms and Conditions of your Service Agreement with your wireless carrier. Each wireless carrier's rate plan may vary, and entrants should consult their wireless service provider’s pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. Mobile service may not be available everywhere in the US.

By participating in this Sweepstakes, each entrant acknowledges and agrees that he or she will clearly and conspicuously disclose that he or she is participating in this Sweepstakes in the entry and any social sharing interaction that references the Sweepstakes or is used to obtain an entry in connection with this Sweepstakes (unless it is otherwise clear from the context that the entrant is participating in the Sweepstakes). Entries that do not include the required hashtags, that are not received by Sponsor and/or not publicly posted on the applicable social media platform will be disqualified and/or ineligible.

**All terms and conditions of Instagram apply.**

Entries, comments and any other content submitted or uploaded to any social media sites or any other public sites in connection with this Sweepstakes (collectively, “Content Submissions”) may not contain, depict or show any content that: (a) is sexually explicit or suggestive, offensive, lewd, profane, obscene, or contains nudity or racist innuendo; (b) promotes any activities that may appear

unsafe or dangerous, or any political agenda or message; (c) defames, misrepresents or contains disparaging remarks about Sponsor or other companies (including, but not limited to, affiliates of Sponsor); (d) contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) or copyrighted materials (including photographs, sculptures, paintings, and other works of art or images published via websites, television, movies or other media) owned by others, without permission; (e) contains any personal identification, such as license plate numbers, last names (first names are permitted), e-mail addresses or street addresses for any person other than entrant, or otherwise infringes on the privacy of any person other than an entrant; (f) communicates messages or images inconsistent with the positive image and good will of Sponsor's brand or the brands of any of Sponsor's affiliates; and/or (g) violates any law. Any Content Submissions that contain depict or show such content; that exceed any required file size or length limits imposed by the Sponsor or any third-party social site; and/or that violate these Content Submission requirements and/or the terms of these Official Rules will be disqualified. Sponsor reserves the right in its sole and unfettered discretion to disqualify any Content Submission that it believes is inappropriate or not suitable for publication, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Sweepstakes. If the Content Submission contains any Intellectual Property belonging to any other person or entity (or otherwise affects the intellectual, privacy and/or publicity rights of any such person or entity), by submitting the Content Submission, the entrant represents and warrants that he/she has obtained the consent of such person and/or entity as applicable to the use of the Content submission as outlined herein and entrant may be required to provide written consent to Sponsor's use of the Content Submission. Any entrant that includes such content in any submission outlined herein indemnifies Sponsor from any claim resulting in such use.

**IMPORTANT:** By submitting Content Submission, each entrant explicitly acknowledges and agrees that the Sponsor and its affiliated properties, legal representatives, customers, clients, successors or assigns, shall have in perpetuity the irrevocable, worldwide right to license, sublicense, edit, alter, post, reproduce, publicly display and publish, in any media (including, but not limited to, online and on-site signage and marquees at Sponsor's properties), any or all material which you upload to any websites (including, without limitation, social media sites) associated with the Sweepstakes or submit to participate in the Sweepstakes (including, but not limited to your entry and Content Submission), with or without first and/or last name credit to the entrant without any additional consideration or approvals from or to entrant; and Content Submissions that attempt to restrict this right will not be considered. Each entrant warrants and represents that his/her Content Submission is original, has not been previously published or won any award, complies with any applicable community guidelines, terms of use, and any other binding terms on Instagram's websites or mobile apps, does not contain any material that would defame or otherwise infringe upon the rights of any third party, including patents, copyrights, trademarks, or rights of privacy or publicity, complies with these Official Rules, and will not violate any federal, state or local laws.

General. Entries which are late, lost, stolen, mutilated, invalid, damaged, unreadable, tampered with, illegible, unintelligible, incomplete, misdirected, generated by a script, macro or other automated/repetitive electronic means, mechanically reproduced, inaccurate, forged, irregular in any way or otherwise not in compliance with these Official Rules will be disqualified. All requested information must be completed in English to be eligible. Each entry must be submitted

separately. This Sweepstakes is not sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to Sponsor and not to Instagram. The information you provide will be used by Sponsor in accordance with its privacy policy which can be found at <http://mgmresorts.com/privacy.htm>.

**5. Winner Selection and Notification:** On or about October 4, 2024, there will be one (1) grand prize winner randomly selected from among all eligible entries received by representatives of Sponsor. The odds of winning a prize depend upon the total number of eligible entries received. The selected potential winner will be notified via email, telephone and/or the social media account utilized to enter the Sweepstakes, as applicable, promptly after selection. Sponsor is not obligated to leave a voice, recorded, or other message. Selected potential winner will be required to respond to the notification within twenty-four (24) hours of the time/date notification was sent/attempted by Sponsor, with the required information or prize will be forfeited. Selected potential winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements.

Sponsor may require selected potential winner to sign and return to Sponsor, within three (3) days of the time/date notice or attempted notice is sent, an Affidavit of Eligibility and Liability & Publicity Release (“Affidavit”) and an IRS W-9 form in order to claim his/her prize. These documents will be sent out to potential winner by email (or other means) with instructions as to how to return them to Sponsor. In addition, the guest of the grand prize winner may (in Sponsor’s sole discretion) be required to execute and return a release of liability as directed in order to participate as grand prize winner’s guest. Selected potential winner may be required to provide his/her U.S. Social Security Number for tax purposes. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of any alternate winner(s).

In Sponsor’s sole discretion, a selected potential winner may be disqualified (and may forfeit his/her prize), and an alternate winner may be randomly selected in accordance with these Official Rules from among the remaining eligible entries if such selected potential winner (i) is unreachable or does not timely respond to any communication from Sponsor (or its designee) (or if a winner notification is returned as undeliverable), (ii) declines or cannot accept, receive or use a prize for any reason, (iii) fails to sign and return the Affidavit within the required time period, and/or (iv) does not comply with these Official Rules. Forfeited prizes may not be awarded. In the event that a selected potential winner is disqualified and/or is unable to satisfy the requirements herein, Sponsor will use reasonable efforts to award the prize to an alternate winner (if necessary and time permitting) who successfully meets the requirements to receive a prize, but reserves the right to not award the prize after multiple efforts to identify an alternate winner (if any) who accepts the prize.

Sponsor’s decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner, is final and binding in all matters related to the Sweepstakes. Selected potential winner may, in Sponsor’s sole discretion, be required to show a valid state issued driver’s license, government-issued identification or other identification (subject to Sponsor’s approval) as evidence of identity.

**6. Prizes:** One (1) grand prize is offered in this Sweepstakes.

The grand prize winner will receive a grand prize which consists of two (2) tickets to attend the Wayne Newton concert on October 12, 2024 at MGM Northfield Park in Northfield, Ohio. **Prize excludes hotel accommodations and airfare/transportation to/from Northfield, Ohio.** Available scheduled concert dates are subject to change, and availability of tickets to a particular concert may be limited or otherwise restricted.

Total ARV of Grand Prize: \$170.00 (\$85.00 per ticket)

Unless otherwise indicated herein, all expenses and travel costs including, but not limited to, all hotel accommodations, transportation, meals, incidental, surcharges, service charge or facility charges, personal charges at hotel, taxes or other expense, of the grand prize are the responsibility of winner and his/her guest. Grand prize is subject to availability, and certain other restrictions. Grand prize must be used at time/date of the show. The two (2) Wayne Newton concert tickets are valid for only the scheduled October 12, ,2024 concert date at MGM Northfield Park in Northfield, Ohio. Any unused portion of the prize will become void and will no longer be redeemable. Seating type and location to be determined by Sponsor in its sole discretion. If applicable, prize elements also subject to terms and conditions set forth in applicable prize terms and conditions, certificate, pass or ticket. The prize is non-transferable, and no substitutions will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or any element of a prize) for one of equal or greater retail value if the designated prize (or element of prize) should become unavailable for any reason. The values of the prizes set forth above represent Sponsor's good faith determination of the ARVs thereof, and the actual fair market value of each prize will be determined in Sponsor's sole discretion and will be final and binding and cannot be appealed. Actual value of prize may vary based on time of stay and other factors. Winner is responsible for reporting and payment of all taxes and fees associated with prize receipt and/or use. Guest of Grand Prize winner must be twenty-one (21) years of age or older at the time of winner notification.

No changes may be made by winner to prize details once any portion of arrangements has been made. Sponsor is not responsible for changes in schedule of any element of the prize. **PRIZE IS AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.**

**7. Release and Limitation of Liability:** BY ENTERING THIS SWEEPSTAKES, EACH PARTICIPANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS SPONSOR AND EACH OF ITS RESPECTIVE PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS, DIRECTORS AND SHAREHOLDERS, ADVERTISING AND PROMOTION AGENCIES, CONSULTANTS, AND ANY OTHER COMPANIES PARTICIPATING IN THE PROMOTION, ADMINISTRATION OR FULFILLMENT OF THIS SWEEPSTAKES (COLLECTIVELY THE "RELEASEES") AND INSTAGRAM AND X/TWITTER FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE TO PERSONS OR PROPERTY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES) AND ACTIONS OF ANY KIND (AND AGREE TO WAIVE ANY SUCH CLAIMS, ETC.) RELATED TO OR ARISING OUT OF THIS SWEEPSTAKES (INCLUDING,

WITHOUT LIMITATION, MY PARTICIPATION IN THE SWEEPSTAKES) OR RESULTING FROM THE ACCEPTANCE OR USE OF ANY OF THE PRIZES AWARDED INCLUDING, BUT NOT LIMITED, TO PERSONAL INJURY, DEATH, DAMAGE TO OR LOSS OF PROPERTY, INVASION OF THE RIGHT OF PRIVACY OR PUBLICITY.

Releasees shall not be liable to any winner or any other person for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control. Releasees shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by any persons.

Releasees are not responsible for and shall not be liable for: (i) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (ii) technical, hardware, software, or telephone failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled, or delayed computer transmissions which may limit or interfere with a participant's ability to take part in the Sweepstakes; (iii) unauthorized human intervention in any part of the entry process of the Sweepstakes; (iv) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (v) late, lost, delayed, misdirected, incomplete, unreadable, inaccurate, undeliverable, damaged or stolen entries or notices (including winner notifications, if applicable); (vi) data corruption, theft, destruction, unauthorized access to or alternation of entry or other materials; (vii) any printing, typographical, human, administrative or technical errors or omissions in any material associated with the Sweepstakes; and/or (viii) any injury, loss, costs, expenses or damages to persons or property (including, but not limited to, damage to any computer system or mobile device related to participation in, accessing or downloading information related to the Sweepstakes) which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or any Sweepstakes related activity.

If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes unless it is not possible to award another entry due to discontinuance or completion of the Sweepstakes.

**8. Publicity:** Except where prohibited by law, by accepting a prize, winner agrees and acknowledges that Sponsor and its designees may, without any limitation or further compensation, use his or her name, voice, biographical data and/or likeness in any and all media now known or hereinafter devised, throughout the universe and in perpetuity, for any commercial purpose including, but not limited to, social marketing, advertising and promoting the Sweepstakes or any other promotion, contest or sweepstakes sponsored by the Sponsor.

**9. General Conditions:** Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend this Sweepstakes (or any portion of the Sweepstakes) should an error, virus, bug, computer

problem or other cause or issue corrupt, restrict, prevent or inhibit the administration, security or proper operation of the Sweepstakes and, in such situation, to select the winner from the remaining eligible non-suspect entries received prior to and/or after such action or in such manner as deemed fair and appropriate by Sponsor in its sole discretion. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, Sponsor determines entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair practices or intending to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives. No more than the stated number of prizes will be awarded. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**10. Disputes:** Except where prohibited, entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively under NRS 463.362; (ii) any and all claims, judgments and awards against one or more of the Releasees shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees (or other professionals' fees); and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim and/or seek indirect, punitive, incidental, special and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any all rights to have damages multiplied or otherwise increased.

If applicable, each entrant must be the rightful owner or have authorized use of the email account associated with the entrant's submitted email address (if provided). If a dispute arises about who submitted an entry, the entry will be deemed submitted by the authorized account holder of the email account provided. The "authorized account holder" is deemed the natural person who is assigned to an email address by an Internet access provider, service provider, or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning entry and that all eligibility requirements are met.

**11. Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed 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. By entering (or participating in any Sweepstakes -related activity), entrants (and others) consent to the jurisdiction and venue of federal, state and local courts located in Clark County, Nevada.

**12. Entrant's Personal Information:** By participating in the Sweepstakes, you acknowledge and agree that information collected from you is subject to Sponsor's privacy policy available at <http://mgmresorts.com/privacy.htm>. Sections 3 and 5 of Sponsor's privacy policy describe the categories of personal information we collect and the purposes for which it may be used.

**13. Official Rules:** For a copy of these rules, send a self-addressed, stamped envelope (Vermont residents need not affix return postage) to: Marketing (attn.: October 2024 Center Stage Ticket Giveaway Sweepstakes), [10777 Northfield Road Northfield, OH 44067](mailto:10777.Northfield.Road.Northfield.OH.44067). All requests for the Official Rules must be received by April 4, 2025..

**14. Winner List:** For a list of the prize winner, send a self-addressed stamped envelope to: Marketing (attn.: October 2024 Center Stage Ticket Giveaway Sweepstakes), [10777 Northfield Road Northfield, OH 44067](mailto:10777.Northfield.Road.Northfield.OH.44067). All winner list requests must be received by April 4, 2025.

**RESPONSIBLE GAMING:** MGM Resorts International™ endorses responsible gaming and strictly adheres to the Code of Conduct established by the American Gaming Association (AGA). Commitment to this includes employee training, public awareness and support of research initiatives by contributing to the National Center for 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.