

## **MGM Resorts Best Friend “Live Menu Reveal Giveaway” OFFICIAL RULES**

### **NO PURCHASE NECESSARY**

**MGM Resorts Best Friend “Live Menu Reveal 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. 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., 6385 South Rainbow Blvd., Suite 500, Las Vegas, NV 89118** (“Sponsor”).

**3. Timing:** Sweepstakes entry period begins on December 5, 2018 at 12:00:01 p.m. Pacific Time (“PT”) and ends on December 11, 2018 at 11:59:59 p.m. PT (“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 Facebook entry; and (ii) via mail-in entry.

(i) Facebook Entry. To enter the Sweepstakes via Facebook, sign into your valid Facebook account and complete the following steps: (i) follow @bestfriendvegas on Facebook; and (ii) prepare a comment with the hashtag #Sweepstakes on the Best Friend Live Menu Reveal Facebook Live stream during the Entry Period (“Qualifying Post”). To be eligible for the Sweepstakes, a Qualifying Post must be posted during the Entry Period and no later than December 11, 2018 at 11:59:59 P.T. You only need to post one (1) Qualifying Post to receive an entry in the Sweepstakes. Only entries that comply with these Official Rules will be valid and deemed eligible entries. In order to follow @bestfriendvegas on Facebook, you must have a Facebook account which can be obtained at no charge from Facebook. To set-up a Facebook account and access Best Friend’s Facebook account, either visit [www.Facebook.com](http://www.Facebook.com) or use the Facebook mobile app.

(ii) Mail-in Entry. To enter by mail 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 Events and Nightlife, ATTN: Social Media, RE: MGM Resorts Best Friend Live Menu Reveal Giveaway, 3730 Las Vegas Blvd. S., Las Vegas, NV 89109.** All mail-in entries must be postmarked by December 11, 2018 and received by Sponsor no later than December 18, 2018. Each mail-in entry must be mailed separately.

**Limits.** Limit one (1) Sweepstakes entry per person subject to these Official Rules (regardless of method of entry). Limit one (1) Qualifying Post per person in response to Sponsor's Facebook Live stream described in Section 4(i). Limit one (1) person per Facebook account. All entries in excess of the limits described herein are ineligible and will be disqualified.

Any attempt by any entrant to obtain more than one entry by using multiple/different Facebook accounts, identities, registrations and logins, or use of any automated system or similar methods will void all of that entrant's entries beyond entrant's initial entry in the Sweepstakes and, in such situation, Sponsor reserves the right to also void entrant's initial entry. In the event of a dispute as to any Facebook registration, the authorized account holder of the Facebook account used to register will be deemed to be the registrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the email address which is associated with the relevant Facebook account. Each potential winner may be required to show proof of being the authorized account holder.

**IMPORTANT INFORMATION ABOUT DATA CHARGES FOR FACEBOOK ENTRY VIA MOBILE DEVICE.** If you enter the Sweepstakes via Facebook 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.

All terms and conditions of Facebook 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 Facebook'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 Facebook. You understand that you are providing your information to Sponsor and not to Facebook. 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 December 19, 2018, there will be three (3) winners 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. Each selected potential winner will be notified via email, via Facebook message and/or telephone, promptly after selection. Sponsor is not obligated to leave a voice, recorded, or other

message. Each selected potential winner will be required to respond to the notification within five (5) business days of the date notification was sent/attempted by Sponsor, with the required information or prize will be forfeited. Each 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 winners to sign and return to Sponsor, within five (5) days of the date notice or attempted notice is sent, an Affidavit of Eligibility and Liability & Publicity Release (“Affidavit”). This document will be sent out to potential winners by email (or other means) with instructions as to how to return them to Sponsor. Potential selected winners 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). Sponsor also reserves the right to require winners to complete and submit other documents (e.g., IRS W-9 form).

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 winners, is final and binding in all matters related to the Sweepstakes. Each 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:** Three (3) prizes are offered in this Sweepstakes. Three (3) winners will each receive a prize which consists of a \$200 dinner voucher at Best Friend at Park MGM Las Vegas in Las Vegas, Nevada (maximum approximate retail value (“ARV”): \$200.00). **Prize excludes airfare/transportation to/from Las Vegas, Nevada.**

**Total ARV of all prizes offered: \$600.00.**

Unless otherwise indicated herein, all expenses and travel costs including, but not limited to, all transportation, meals, incidental, surcharges, service charge or facility charges, personal charges at hotel, taxes or other expense, are the responsibility of the winner. All elements of prize are subject to availability, blackout days (which may include holidays, weekends and/or special events) and certain other restrictions. Prize must be used during the same visit. The prize must

be used no later than March 31, 2019 at 11:59:59 p.m. PT. Dinner vouchers are valid for food, beverage and applicable taxes; dinner vouchers are not valid for gratuity. Any unused portion of any voucher will become void, and will no longer be redeemable. If applicable, prize elements also subject to terms and conditions set forth in applicable prize certificate. Each 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. Winners are responsible for reporting and payment of all taxes and fees associated with prize receipt and/or use.

No changes may be made by any 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. PRIZES ARE 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 FACEBOOK 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 alteration 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, each winner agrees and acknowledges that Sponsor and its designees will, without any limitation or further compensation, use his or her name, Facebook username handle, 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, advertising and promoting the Sweepstakes or any other promotion, contest or sweepstakes sponsored by the Sponsor. Each winner agrees to filming consent upon prize redemption.

**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 winners 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.

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 filling out the entry form and submitting it, you acknowledge and agree that information collected from you is subject to Sponsor's privacy policy available at <http://mgmresorts.com/privacy.htm>.

**13. Official Rules:** For a copy of these rules, send a self-addressed, stamped envelope (Vermont residents need not affix return postage) to: **MGM Resorts International Events and Nightlife, ATTN: Social Media, RE: MGM Resorts Best Friend Live Menu Reveal Giveaway, 3730 Las Vegas Blvd. S., Las Vegas, NV 89109.** All requests for the Official Rules must be received by March 31, 2019.

**14. Winners List:** For a list of prize winners, send a self-addressed stamped envelope to: **MGM Resorts International Events and Nightlife, ATTN: Social Media, RE: MGM**

**Resorts Best Friend Live Menu Reveal Giveaway, 3260 Sammy Davis Jr. Drive, Las Vegas, NV 89109.** All winner list requests must be received by March 31, 2019.

**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.