

Caesars Spend. Earn. Win. Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Caesars Spend. Earn. Win. (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least twenty-one (21) years old at the time of entry and who are Caesars Rewards Visa® credit cardholders as of July 12, 2020. Employees of Caesars Interactive Entertainment, LLC, Comenity Bank and affiliates, Merkle Inc., and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

Comenity Bank issues the Caesars Rewards Visa Credit Card and is in no way affiliated with or responsible for this sweepstakes. Any disputes concerning awards or benefits under the sweepstakes will not affect any payments or other obligations to Comenity Bank. Visa and its client financial institutions have not sponsored or offered this sweepstakes in any way.

2. Sponsor: Caesars Interactive Entertainment, LLC, One Caesars Place Drive, Las Vegas Nevada 89109. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Promotion begins on July 12, 2020 at 12:00 a.m. Eastern Time ("ET"), ends on August 22, 2020 at 11:59 p.m. ET (the "Promotion Period") and consists of six (6) weekly entry periods (each a "Weekly Entry Period") and a grand prize entry period (the "Grand Prize Entry Period"), as outlined below.

Entry Period	Start at 12:00 a.m. ET	End at 11:59 p.m. ET	Mail-In Post Mark Date	Mail-In Received by Date	Approximate Drawing Date
Weekly 1	7/12/2020	7/18/2020	7/18/2020	7/24/2020	8/5/2020
Weekly 2	7/19/2020	7/25/2020	7/25/2020	7/31/2020	8/12/2020
Weekly 3	7/26/2020	8/1/2020	8/1/2020	8/7/2020	8/19/2020
Weekly 4	8/2/2020	8/8/2020	8/8/2020	8/14/2020	8/26/2020
Weekly 5	8/9/2020	8/15/2020	8/15/2020	8/21/2020	9/2/2020
Weekly 6	8/16/2020	8/22/2020	8/22/2020	8/28/2020	9/9/2020
Grand Prize	7/12/2020	8/22/2020	8/22/2020	8/28/2020	9/9/2020

Administrator's computer is the official time-keeping device for this Promotion.

4. How to Enter:

- a. **Sweepstakes:** During the Promotion Period, there are two (2) ways to enter the Sweepstakes, as outlined below:
 - i. **Make a Purchase:** During the Promotion Period, visit SpendEarnWin.com and complete and submit the registration form including providing a valid email address associated with your Caesars Rewards Visa credit card. Then, use your Caesars Rewards Visa credit card everywhere Visa is accepted. You will receive

two (2) Sweepstakes entries into the applicable Weekly Entry Period drawing and two (2) Sweepstakes entries into the Grand Prize drawing for every \$5.00 spent at Caesars. You will receive one (1) Sweepstakes entry into the applicable Weekly Entry Period drawing and one (1) Sweepstakes entry into the Grand Prize drawing for every \$5.00 spent anywhere else.

- ii. **Alternate Method of Entry:** To enter without making a purchase, hand print your name, address, day and evening phone numbers, email address associated with your Caesars Rewards Visa credit card, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Caesars Spend. Earn. Win.," c/o Merkle Inc., P.O. Box 5021, Department 844100, Kalamazoo, MI 49003-5021. You will receive two (2) Sweepstakes entries into the applicable Weekly Entry Period and two (2) Sweepstakes entries into the Grand Prize drawing. Limit: One (1) entry request per envelope. All mail-in entries must be handwritten and must be postmarked by and received by the dates listed in Section 3 above. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.
- b. **Instant Win Game:** During the Promotion Period, visit SpendEarnWin.com and complete and submit the registration form including providing a valid email address associated with your Caesars Rewards Visa credit card. You automatically will receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each entrant may play the Instant Win Game one (1) time per day during the Promotion Period; each entrant may receive up to ten (10) Sweepstakes entries per Weekly Entry Period during the Promotion Period, regardless of method of entry or combination of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. 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 submitted address. Potential winners may be required to show proof of being the authorized account holder.

5. Sweepstakes/Instant Win Game: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the applicable Entry Period, on or around the dates listed in Section 3 above. Non-winning Weekly Entry Periods entries will carry over into any subsequent Weekly Entry Period. Instant Win Game: Forty-eight (48) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.

7. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by mail, email or phone. The potential Sweepstakes Grand Prize winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted or fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded. First and Second Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

8. Prizes:

Sweepstakes Prizes: ONE (1) GRAND PRIZE: A trip for two (2) to Las Vegas, NV. Trip package 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; four (4) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); \$800 spa credit; \$500 resort credit; and travel agent services. Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Travel companion must be twenty-one (21) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Approximate Retail Value ("ARV"): \$5,000.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. SIX (6) FIRST PRIZES (one (1) awarded per Weekly Entry Period): A \$250 Caesars Reward Gift Card. ARV: \$250.00. Odds of winning a Sweepstakes prize depend on the number of eligible entries received during the applicable Entry Period. Limit: One (1) Sweepstakes prize per person.

Instant Win Game Prizes: FORTY-EIGHT (48) SECOND PRIZES: 5,000 Caesars Rewards points. ARV: \$35.00. Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays. Limit: One (1) Instant Win Game prize per person.

For All Prizes: Terms and conditions of Gift Cards apply. No cash equivalent and all prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: \$8,180.00.

9. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, Comenity Bank and affiliates, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

10. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game 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 Sweepstakes or the Instant Win Game 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.

12. Limitations of Liability: The Released Parties are not responsible for: (1) 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 Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

13. Disputes: Except where prohibited, entrant agrees that: (1) 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 by the United States District Court for the District of Nevada or the appropriate Nevada State Court located in Clark County, Nevada U.S.A.; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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 Promotion, 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.

14. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy <https://www.caesars.com/privacy>.

15. Winner List: For a winner list, visit <http://bit.ly/37GNdcN>. The winner list will be posted after winner confirmation is complete.

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