



“FINGER LAKES SUMMER CONCERT SERIES HOT SEATS”

(Updated 7/20/10)

- 1. Eligibility:** This promotion is open to all active members of the Finger Lakes Gaming & Racetrack Player Extras Club, who are 18 years old or older, and who abide by the rules and regulations of the Player Extras Club. Employees of Finger Lakes Gaming & Racetrack; its subsidiaries and affiliates; people key licensed by the New York State Division of the Lottery, and people licensed by the NY State Racing & Wagering Board as on-the-grounds employees; vendors directly associated with this contest, their subsidiaries, affiliates and agencies; and any immediate family members residing in the same household of any of the foregoing individuals are ineligible to participate in the program. Any licensee, registrant, contractor, subcontractor, consultant, officer, or employee of a contractor, subcontractor, licensee, registrant, or consultant, that is directly involved in the operation or observation of video lottery gaming or drawings, or the processing of video lottery gaming prize claims or payments is ineligible to participate in the program. All federal, state and local rules and regulations apply. Void where prohibited or restricted by law. By entering this contest, entrants agree to abide by all terms of these official rules.
- 2. Sponsor:** (as defined below), Finger Lakes Gaming & Racetrack, their respective affiliates, subsidiaries, parent corporations, and their respective officers, directors, shareholders, employees and agents are not responsible for any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omission, interruption, deletion, or defect of any telephone network, computer online system, computer equipment, servers, providers, software or satellite transmission, including any injury or damage to participant or any other person relating to or resulting from participation in this program. Neither the sponsor nor any of the aforementioned are responsible for theft, tampering, destruction, or unauthorized access to, or alteration of applications; data processing that is processed late, incorrectly or is incomplete or lost due to computer or electronic malfunction; printing or other errors; or any combination thereof. All entries become the property of the Sponsor and will not be returned. False and/or deceptive entries or acts shall render entrants ineligible.
- 3. Contest Period:** Wednesdays: July 21, August 4, August 11, and August 25, 2010.
- 4. Method of Entry:** Three (3) times each hour from 9:00pm to 11:00pm, one (1) Player Extras Member will be selected at random using the “pick random player” application of the Casino Marketplace player tracking system, from all Player Extras Members actively playing any video gaming machine with their Player Extras Card inserted into the machine. Contestants will pick three guitar images from the prize platform game board and win the sum of all three guitars in the free play amount specified.
- 5. Prize Drawings:** A total of 6 hot seat drawings will occur between 9:00pm and 11:00pm. FLGR reserves the right to delay hot seat selections and promotion engagement due to unforeseeable issues, until such time as the promotion may proceed.

If the player has left his/her seat, or does not wish to participate, another player will be selected at random as outlined above.

All costs/expenses incurred in accordance with the prize awarded (if applicable) are the responsibility of the winner to pay. Winner is responsible for all sales and income taxes

6. **Prizes:** Each Player Extras Member chosen will select three guitar images from the prize cart and win the total amount specified in Free Play. The prize breakout is as follows:

Autographed Concert Memorabilia-1

\$100 Free Play- 2

\$50 Free Play- 4

\$25 Free Play- 6

If no participant wins the concert memorabilia, a drawing will be held among all participants at the end of the promotion period to award the prize. Winner must be present within 5 minutes of name being announced or an alternate winner will be drawn and awarded the prize.

7. **Prize Acceptance:** All costs/expenses incurred in accordance with the prize awarded (if applicable) are the responsibility of the winner to pay. By accepting their prize, winners acknowledge any and all restrictions, expiration dates and liabilities. If winner does not claim prize within 60 days of drawing, an alternate winner will be selected. Winners will be required to complete, execute and return an Affidavit of Eligibility/ Release of Liability and (except where prohibited) a Publicity Release and a completed IRS W-9 form (when prize value exceeds \$600) to receive prize. Failure to return all required documents in this time period might result in the winner being disqualified and an alternate winner selected. No substitution for a prize by the winner will be permitted unless otherwise stated in the official rules. If necessary due to unavailability, a prize of equal or greater value will be awarded at the discretion of the Sponsor. Prizes are not transferable, assignable or redeemable for cash, unless otherwise stated. The winner's entry and acceptance of any prize constitutes permission for the Sponsor to use said winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), in all forms of media, in perpetuity, without notice or further compensation.
8. **Terms and Conditions:** This sweepstakes is subject to all applicable federal, state and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes Administrator, and waive any right to claim ambiguity in the sweepstakes or these Official Rules. Winners and entrants also agree to release, discharge, indemnify and hold harmless the Sponsor, vendors associated with this sweepstakes, and the respective officers and employees of these entities, from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, or participation in this sweepstakes. Any person attempting to defraud or in any way tamper with the sweepstakes mechanics and/or implementation will be declared ineligible and may be prosecuted to the full extent of the law. Finger Lakes Gaming & Racetrack reserves the right to make changes in the rules of this contest, which will become effective upon announcement.

9. **Winner Information:** For name and city of residence of winners, send SASE (by 8/31/10) to: Finger Lakes Gaming & Racetrack, Concert Hot Seat Contest Winners Confirmation, P.O. Box 25250, Farmington, NY 14425.
10. **Sponsor:** Finger Lakes Gaming & Racetrack, P.O. Box 25250, Farmington, NY 14425.
11. **Sweepstakes Administrator:** Finger Lakes Gaming & Racetrack who is responsible for overseeing the awarding of all prizes, and whose decisions will be considered final in regard to all matters related to this promotion.
12. **Copyright.** Finger Lakes Racing Association, Inc. claims a copyright in this contest and all accompanying materials. No portion of this contest or the accompanying materials may be duplicated, manipulated or redistributed in any form. Violators of the copyright of Finger Lakes Racing Association, Inc. are subject to prosecution.