



“EMERGENCY FLASHLIGHT-RADIO GIVEAWAY”

**ALL MEMBERS
OFFICIAL RULES**

(Updated 7/15/10)

- 1. Eligibility:** This promotion is open to 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; 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, or consultant, or 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, participants 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. Furthermore, 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. False and/or deceptive entries or acts shall render participants ineligible.
- 3. Contest Period:** Monday, August 23, 2010
- 4. Method of Entry:** Beginning at 10am on Monday, August 23, 2010 thru close of business (2 a.m. Tuesday), Player Extras Members that earn 10 base points by playing any video gaming machine with their own Player Extras Card inserted may check in at Player Extras to receive an emergency flashlight radio; while supplies last. No duplicates, reproductions or facsimiles will be accepted. A valid photo ID must also be presented to a Player Extras Club Representative to receive the flashlight/radio.

5. **Flashlight/Radio Prize:** Player Extras Members that earn 10 base points by playing any video gaming machine with their own Player Extras Card inserted are eligible to receive a flashlight/radio; while supplies last. Members must check in at Player Extras to receive their flashlight/radio prize. Limit one flashlight/radio per Member.
6. **Prize Acceptance:** Valid identification must be presented prior to receiving any prize. By accepting their prize, winner acknowledges any and all restrictions, expiration dates and liabilities. 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 within 14 days of issuance. 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 non-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.
7. **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 participants 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.
8. **Sponsor:** Finger Lakes Gaming & Racetrack, P.O. Box 25250, Farmington, NY 14425.
9. **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.
10. **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.