## Gas N Wash Q1 2024 Promotion Rules ("Official Rules")

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING INTO THIS PROMOTION, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES, WHICH CONSTITUTE A CONTRACT, SO READ THEM CAREFULLY. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT, DO NOT ENTER THIS PROMOTION.

- 1. GAS N WASH Q1 2024 PROMOTION OVERVIEW: The "Gas N Wash Q1 2024 Promotion" (this "Promotion") is sponsored by Gold Rush Amusements, Inc. ("Gold Rush Gaming"), Accel Entertainment Gaming, LLC ("AE") and each of the locations set forth on Exhibit A, attached hereto, that are serviced by Gold Rush Gaming or AE, as applicable (each, a "Participating Location", collectively the "Participating Locations", and together with Gold Rush Gaming and AE, the "Sponsors"). Gold Rush Gaming's principal place of business is located at 5277 Trillium Blvd., Hoffman Estates, IL 60192 ("Gold Rush Gaming's Main Office") and AE's principal place of business is located at 140 Tower Drive, Burr Ridge, IL 60527 ("AE's Main Office").
- 2. ELIGIBILITY: Patrons may enter this Promotion through an on-site entry via the Gold Rush Player Rewards Program or the AE Player Rewards Program, as applicable, as described below (each, an "Entry", and collectively "Entries"). This Promotion is open to patrons of each Participating Location who are (i) enrolled in the Gold Rush Player Rewards Program or the AE Player Rewards Program, as applicable (regardless of whether such patron has or intends to play a video gaming terminal or otherwise make a purchase); (ii) if enrolled in the Gold Rush Player Rewards Program, a resident of Illinois, Wisconsin or Indiana; (iii) if enrolled in the AE Players Reward Program, a resident of Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Missouri, Tennessee, or Wisconsin; and (iv) twenty-one (21) years of age or older at the time of entry (an "Eligible Entrant"). Patrons may be required to show a valid identification card (either a driver's license or other government issued photo identification) with the patron's picture, name, address and date of birth at the time of Entry to participate. Each person who enrolls in this Promotion is referred to herein as a "Participant". The following persons are ineligible to participate in this Promotion and/or to win a prize, even if they otherwise meet the definition of an Eligible Entrant: employees, officers, directors, agents, owners, successors and assignees of the Sponsors, their respective parent, subsidiaries and affiliated companies, any advertising, promotional agencies, or other entity otherwise involved in the creation, administration or fulfillment of this Promotion (all of the above entities mentioned in Section 1 collectively referred to herein as "Promotion Parties"), and the immediate family members (defined as spouse, parent, child, sibling, or grandparent; whether biological adoptive, step or in-law) and those living in the same household (defined as those persons whether related or not who live in the same residence as an Eligible Entrant at any time during the Promotional Period, as defined below) of such Promotion Parties. Each Participant is limited to creating one (1) account for the Gold Rush Player Rewards Program and one (1) account for the AE Player Rewards Program.
- PROMOTION DATES: This Promotion will begin on Friday, March 1, 2024 at 12:01am CST and conclude on Tuesday, April 30, 2024 at 11:59pm CST (the "Promotional Period"). At approximately 12:00pm CST on April 1, 2024 and May 1, 2024 (each, a "Secondary Prize Drawing") an Entry will

be selected as a winner from each participating location (each, a "Secondary Prize Winner", collectively, the "Secondary Prize Winners"). A Participant need not be present to be selected as a Secondary Prize Winner. On Thursday, May 9, 2024, at approximately 6:00pm CST at LENNY'S GAS N WASH LAGRANGE ROAD, LLC d/b/a Lenny's Gas N Wash LaGrange Road, located at 19990 South La Grange Road, Mokena, IL 60448 (the "Grand Prize Drawing"), each of the Secondary Prize Winners will be eligible for the Grand Prize (as defined below). A Secondary Prize Winner must be present to be selected as a Grand Prize Winner (as defined below). If a Secondary Prize Winner is unable to attend, they can send a representative on their behalf, in which case they must notify either Gold Rush Gaming or AE, forty-eight (48) hours prior to the Grand Prize Drawing. A representative is not eligible to become the Secondary Prize Winner or Grand Prize Winner and cannot win the prizes. To inform the relevant party of your designated representative, kindly direct your inquiries to the team member who apprised you of your finalist position via the email or phone number provided to you. Alternatively, you may contact AE at (630) 972-2235 or Gold Rush Gaming at (630) 307-0500

- 4. **PROMOTION PROCEDURES:** Patrons may enter this Promotion by visiting a Participating Location and accessing the Gold Rush Player Rewards Program or the AE Player Rewards Program, as applicable, that is available at the designated kiosk near the gaming area at the Participating Location during normal business hours.
  - a. Participants entering via the Gold Rush Player Rewards Program can enter this Promotion as follows:
    - i. <u>Redeem a Promotion Kiosk Check-In Entry</u>: Eligible Entrants can check-in on the Player Rewards Kiosk at the Participating Location during the Entry Period. Eligible Entrants can view the "Offers/Promotions" section in their account to select the "Redeem Promotion Entry" option for entry into the Promotion. Eligible Entrants are allowed to redeem one (1) Kiosk Promotion Check-In Entry per day.
    - ii. <u>Redeem Kiosk Check-In/Out Promotion Prize Entry</u>: Eligible Entrants that checkin at a Participating Location and participate in the daily check-in/out game(s) may receive one or more entries as part of the Check-In/Out Promotion (as defined in the Official Gold Standard Rewards Player Reward Program Rules). Eligible Entrants may enter the Promotion by properly redeeming such vouchers at the Participating Location within the Promotional Period. Entries must be redeemed in the month awarded.
  - b. Participants entering via the AE Player Rewards Program will be automatically entered into this Promotion upon completion of a valid check-in at the Participating Location by either entering all requested information on the AE Rewards Program kiosk, where available, and submit as directed, or via the AE Player application on a compatible smart phone device while physically located inside the Participating Location. Participants are limited to one (1) check-in Entry per person per one (1) hour period per Participating Location.

Following the selection of the Secondary Prize Winners, all Entries submitted prior to such Secondary Prize Drawing will be discarded. In the event that a Participant does not comply with any of the requirements contained in this Section or that are otherwise provided for herein, at the sole determination of the Sponsors, such Participant shall be disqualified. Each Secondary Prize Winner shall be notified by telephone call, using the Secondary Prize Winner's telephone number on the Gold Rush Player Rewards Program's or the AE Player Rewards Program's system, as applicable. In the event that the Secondary Prize Winner has entered an invalid telephone number, such Participant shall be disqualified from this Promotion, and a new winner shall be selected. Moreover, at the sole determination of the Sponsors, all of that Participant's Entries may be deemed null and void, not honored or acknowledged, and may be grounds for forfeiture of his/her prize. By entering this Promotion, each Participant agrees that (A) they have read and accepted these Official Rules; (B) they have read and accepted the Official Gold Rush Player Rewards Rules and/or the Official AE Player Rewards Rules, as applicable; (C) they have read and accepted Gold Rush Player Rewards and/or AE Player Rewards privacy policy, as applicable, which is available at www.goldrushgaming.com/privacy-policy/ and www.aeplayer.com/privacy-policy; and (D) they have read and accepted Gold Rush Player Rewards' and AE Player Rewards' Terms of Use, as applicable, which are available at www.goldrushgaming.com/terms-of-use/ and www.aeplayer.com, both of which are incorporated by reference and made a part of these Official Rules. A Participant is eligible to be a Secondary Prize Winner one (1) time. If a Secondary Prize Winner's name is drawn again/repeated, a new winner shall be selected.

- 5. NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS PROMOTION. FURTHER, A PURCHASE (INCLUDING, WITHOUT LIMITATION, PLAY OF VIDEO GAMING TERMINALS OR THE PURCHASE OF ANY PRODUCT, GOOD OR SERVICE SOLD BY ANY SPONSOR) WILL NOT IMPROVE A PARTICIPANT'S CHANCES OF WINNING A PRIZE IN THIS PROMOTION.
- PRIZES, PRIZE VALUES, ODDS OF WINNING AND COLLECTING PRIZES: The following outlines the prize distribution.
  - a. Twenty-five (25) Two Hundred Fifty Dollar (\$250) cash prizes will be given away on each of the following dates at approximately 12:00pm CST (one (1) Secondary Prize Winner at each of the Participating Locations):

Date	Prize	Quantity	Total Cost
April 1, 2024	\$250 Cash	25	\$6,250
May 1, 2024	\$250 Cash	25	\$6,250
Total for Secondary Prizes			\$12,500

The odds of an entry being randomly selected as the Secondary Prize Winner depends entirely on the number of Entries received during the applicable Promotional Period at each applicable Participating Location for each Secondary Prize Drawing. The Secondary Prize Winners will be randomly selected.

b. The following outlines the Grand Prize Drawing prize distribution (the "Grand Prize")

Item	Prize	Prize Value	# of winners	Total Cost
1st Place	\$25,000 Cash	\$25,000	1	\$25,000

2 <sup>nd</sup> Place	\$10,000 Cash	\$10,000	1	\$10,000
3 <sup>rd</sup> Place	\$1,000 Cash	\$1,000	5	\$5,000
Total for Grand F	\$40,000			

- c. On Thursday, May 9, 2024 at approximately 6:00pm CST, a designated Sponsor team member or manager will select at random, from all eligible Secondary Prize Winners, seven (7) Grand Prize Winners (each a "Grand Prize Winner", collectively, the "Grand Prize Winners") beginning in reverse order with the five (5) third place prizes, and concluding with the first place Grand Prize Winner. The Secondary Prize Winners have a 1 in 50 chance of being a Grand Prize Winner. The Sponsor employee or representative will conduct the Grand Prize Drawing. The Grand Prize may not be transferred and must be accepted as awarded. It is the Participant's responsibility to read and understand all information, if any, which accompanies the Grand Prize. A Grand Prize Winner will be required to verify eligibility and to show a valid identification card (either a driver's license or other government issued photo identification) with the patron's picture, name, address, and date of birth at the Grand Prize Drawing; and if he/she does not produce proof of such documentation, an alternative winner may be selected and the original winner's rights to the Grand Prize will be automatically forfeited.
- 7. PRIZE WINNERS' NOTIFICATION PROCEDURES: The Secondary Prize Winners will be notified by telephone, at the telephone number used in connection with the Gold Rush Player Rewards or the AE Player Rewards Program account by a representative of Gold Rush Gaming or AE, as applicable, no later than forty-eight (48) hours from the time the Secondary Prize Drawing was conducted. Each Secondary Prize Winner will have seventy-two (72) hours to collect his or her prize. If the Secondary Prize Winner does not claim the prize within the applicable claim period, the prize shall be forfeited and a secondary drawing may occur, at the discretion of Gold Rush Gaming and/or AE, as applicable. Eligible Secondary Prize Winners must be present at the time of the Grand Prize Drawing to win the Grand Prize. The Secondary Prize Winners and the Grand Prize Winners must complete an "Affidavit of Eligibility" and/or a "Receipt, Release and Discharge" form, as requested by Gold Rush Gaming and/or AE, before accepting winnings. The Secondary Prize Winners and the Grand Prize Winners must complete all necessary paperwork, which may include а W9 form and а сору of а valid identification card.
- 8. CONDITIONS: All taxes and fees on prizes are the sole responsibility of each winner. Each winner will be required to provide tax information and will be sent a Form 1099-MISC, as required by the Internal Revenue Service ("IRS"). Each winner is solely responsible for reporting and paying all applicable federal, state and local taxes related to the prize. No prizes are transferable.

## 9. MISCELLANEOUS:

a. By entering, Participant unconditionally agrees to be bound by these Official Rules and the decisions of the Sponsors, which shall be final. The Sponsors reserve the right to disqualify any Participant or winner who, in its sole suspicion, tampers with the entry process, violates these rules, or acts in an unsportsmanlike or disruptive manner. In the

event of a discrepancy between these Official Rules and any creative/collateral materials relating to this Promotion, these Official Rules will prevail.

- b. All federal, state, and local laws apply, and all applicable federal and state taxes are the sole responsibility of the winner.
- c. For the Grand Prize Winners, the IRS requires the Sponsors to issue Form 1099-MISC for U.S. residents for each winner who receives a prize, if the amount of the prize is six hundred dollars (\$600.00) or more. Gold Rush Gaming and AE, as applicable, will send the winner a W9, which must be completed and returned to Gold Rush Gaming and/or AE, as applicable, for the winner to receive the Grand Prize. Any winner who fails to promptly (i.e., within ten (10) business days) provide a completed W9, including, without limitation, his or her social security number, shall forfeit any and all rights to the Grand Prize.
- d. The Sponsors and, as applicable, Promotion Parties are not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; (ii) any condition caused by events beyond the control of the Sponsors that may cause this Promotion to be disrupted or discontinued; (iii) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, or use of a prize, or from participation in this Promotion; (iv) any printing or typographical errors in any materials associated with this Promotion; or (v) late, lost, delayed, or damaged delivery of the prize. The Sponsors reserve the right at their sole discretion to suspend, modify or terminate this Promotion (or portion thereof) for any or no reason, including if the Sponsors determines that any portion of this Promotion is compromised for any reason, and, if terminated, at the Sponsors' discretion, the Sponsors may select the potential winner(s) for the drawing(s) at issue from among all non-suspect, eligible entries received for the applicable drawing(s) prior to action taken. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.
- e. For the name of the winner(s) and/or an additional copy of these Official Rules, send a self-addressed stamped envelope request to Gas N Wash, Attention: Q1 2024 Promotion Winners, at 8200 185<sup>th</sup> Street, Unit K, Tinley Park, Illinois 60487.
- f. Any inquiries or questions regarding this Promotion may be sent by regular mail to Gold Rush Gaming's Main Office and/or AE's Main Office.
- 10. **SOCIAL MEDIA DISCLOSURE:** Although this Promotion may be advertised on the Facebook pages, Twitter accounts, Instagram accounts, YouTube channel or other social media platforms of the Sponsors, this Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, YouTube or other social media platforms. Participants are providing their information to the Sponsors and not to Facebook, Twitter, Instagram, YouTube or other social media platforms. The information a Participant provides will only be used by the Sponsors and its agents. By entering, Participants provide a complete release of Facebook, Twitter, Instagram or YouTube from any and all responsibilities implied or provided by the Sponsors and that this Promotion is in no way sponsored, endorsed or administered by, or associated with,

Facebook, Twitter, Instagram or YouTube.

- 11. USE OF DISCLOSED INFORMATION: Information transmitted to the Sponsors will generally be treated as non-confidential and non-proprietary. Except where prohibited by law, entry constitutes permission to use each winner's name, biographical information and/or likeness for online posting and /or any other written or photographic advertising and publicity without additional compensation. Further, by entering this Promotion, a Participant is granting the Sponsors permission to use his/her contact information to (i) contact him/her regarding a prize and (ii) provide him/her with marketing or other informational materials related to the Sponsors.
- 12. ARBITRATION: Except where prohibited by law, as a condition of participating in this Promotion, Participant agree that (a) any and all disputes and causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Sponsors; (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will a Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and Participant further waives all rights to have damages multiplied or increased. PARTICIPANT, BY ENTERING, SPECIFICALLY AND KNOWINGLY WAIVES ANY RIGHT TO A TRIAL BY JURY AND A TRIAL BY JURY IS HEREBY WAIVED BY BOTH SPONSORS AND PARTICIPANT. PARTICIPANT UNDERSTANDS THAT PARTICIPANT IS WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS READ AND UNDERSTANDS, AND HEREBY EXPRESSLY WAIVES, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."
- 13. CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participant and the Sponsors in connection with this Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of Illinois, USA. This Promotion is subject to compliance with the Illinois Video Gaming Act and the rules and regulations promulgated thereunder. The Sponsors reserve the right to revise these rules to comply with applicable law.
- 14. **SEVERABILITY:** If any provision(s) of these Official Rules is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. The Sponsors reserve the right in its sole discretion to supplement or make changes to these Official Rules without notice.

15. **GENERAL:** By participating in this Promotion, Participants agree to be bound by these Official Rules and any determinations of the Sponsors, as determined in its sole discretion, on all matters relating to this Promotion, and to any prize, all of which are final and binding. In the event that any Sponsor is prevented from continuing with this Promotion, or the integrity and/or feasibility of this Promotion as planned is undermined by any event including but not limited to any error, virus, bugs, non-authorized human intervention, action of Participants or other causes beyond the control of Sponsors that corrupt or impair the administration, security, fairness or proper play of this Promotion, or any fire, flood, weather event, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, or order of any court or jurisdiction, the Sponsors shall have the right, in its sole discretion, to disqualify you and to abbreviate, modify, suspend, cancel or terminate this Promotion.

## EXHIBIT A PARTICIPATING LOCATIONS

Locations Serviced by Gold Rush Gaming:

- Lenny's Gas N Wash 159th & Gougar Road LLC d/b/a Gas N Wash 159th & Gougar Road, 15930 W 159th Street, Homer Glen, IL 60491;
- 2. Lenny's Gas N Wash 49th & Central, LLC d/b/a Lenny's Gas N Wash 49th & Central, 4901 S Central Avenue, Stickney, IL 60638;
- 3. Lenny's Gas N Wash 50TH & Central, LLC d/b/a: Gas N Wash 50TH & Central, 4957 S Central Ave Stickney, IL 60638
- 4. Lenny's Gas N Wash Route 30, LLC, d/b/a Gas N Wash Route 30, 700 E Lincoln Highway, New Lenox, IL 60451;
- 5. Lenny's Gas N Wash Route 6 and Gougar, LLC, d/b/a Gas N Wash Route 6 and Gougar, 3000 Maple Road, Joliet, IL 60432;
- 6. Lenny's Gas N Wash Cicero and Pershing, LLC, d/b/a Gas N Wash Cicero and Pershing, 3800 S Cicero Avenue, Stickney, IL 60402;
- Lenny's Gas N Wash Orchard and Jericho, LLC, d/b/a Gas N Wash Orchard and Jericho, 1055 Orchard Road, Montgomery, IL 60538;
- 8. Lenny's Gas N Wash Plano, LLC, d/b/a Gas N Wash Plano, 10000 E. Rt. 34Plano, IL 60545;
- 9. Lenny's Gas N Wash Green Oaks, LLC, d/b/a Gas N Wash Green Oaks, 14010 W Rockland Rd, Green Oaks, IL 60044

Locations Serviced by AE:

- Lenny's Food N Fuel Vetter Road, LLC, d/b/a Lenny's Food N Fuel, 2951 Centerpoint Way, Joliet, IL 60436;
- 2. Lenny's Food N Fuel, LLC, d/b/a Lenny's Food N Fuel, 2560 N Cedar Road, New Lenox, IL 60451;

- 3. Lenny's Gas N Wash 127th and Kostner, LLC d/b/a Gas N Wash 127th and Kostner, 4361 W. 127th Street, Alsip, IL 60803;
- 4. Lenny's Gas N Wash Bourbonnais, LLC, d/b/a Gas N Wash Bourbonnais, 5916 N. Convent Bourbonnais, IL 60914;
- 5. Lenny's Gas N Wash Harlem Avenue, LLC, d/b/a Gas N Wash Harlem Avenue, 19420 South Harlem, Tinley Park, IL 60487;
- Lenny's Gas N Wash Lagrange Road, LLC, d/b/a Gas N Wash Lagrange Road, 19990 S La Grange Road, Mokena, IL 60448;
- Lenny's Gas N Wash Sauk Trail, LLC, d/b/a Gas N Wash Sauk Trail, 1445 E Sauk Trail, Sauk Village, IL 60411;
- 8. Lenny's Gas N Wash, LLC, d/b/a Lenny's Gas N Wash, 8810 W. 191st Street, Mokena, IL 60448;
- 9. Lenny's Rt. 66 Fuel Stop, LLC, d/b/a Route 66 Food N Fuel, 2401 S. Chicago Street, Joliet, IL 60436;
- 10. Lenny's Gas N Wash Yorkville, LLC, d/b/a Gas N Wash, 4100 N. Bridge Street, Yorkville, IL 60560;
- 11. Lenny's Gas N Wash 183rd Street, LLC, d/b/a Gas N Wash 183rd St., 7451 W. 183<sup>rd</sup> Street, Tinley Park, IL 60477;
- 12. Lenny's Gas N Wash Theodore and Drauden, LLC, d/b/a Gas N Wash Theodore and Drauden, 5951 Theodore Street, Joliet, IL 60586;
- 13. Kankakee Gas And Wash, LLC, d/b/a Kankakee Gas N Wash, 174 West Court Street, Kankakee, IL 60901;
- 14. Diamond Gas And Wash, LLC, d/b/a Diamond Gas N Wash, 3010 E Division Street, Diamond, IL 60416;
- 15. Lenny's Gas N Wash Schoolhouse, LLC, d/b/a Gas N Wash Schoolhouse, 1951 Laraway Road, New Lenox, IL 60451;
- 16. Food N Fuel Route 6 and Hollywood, LLC, d/b/a Food N Fuel Route 6 and Hollywood, 3201 Channahon Road, Joliet, IL 60436