

This is a contract between “You” and “Operator”

TERMS AND CONDITIONS OF USE

All persons riding on the **High Roller Observation Wheel** and/or visiting the High Roller’s premises at 3545 S. Las Vegas Blvd, Las Vegas, NV 89109 (the “Premises”) do so subject to the following Terms and Conditions, you must read and agree to these terms and conditions (the “Terms and Conditions”) or you may not enter the Premises:

1. GENERAL

1.1 Any ticket holder or any person riding the High Roller or entering the Premises (“You”) is deemed to have accepted these Terms and Conditions and have understood them to be binding on You. It is Your responsibility to read and inform Yourself as to these Terms and Conditions.

1.2 Caesars LINQ, LLC (“Operator”) and its employees, representatives, agents or contractors (“Management” or “Staff”) reserve the right to refuse entry or remove any person from the Premises or any part of the Premises for failure to comply with any of these Terms and Conditions.

1.3 Operational hours are subject to change without notice and may be reduced or extended due to weather or operational requirements.

1.4 Operator will use reasonable efforts to ensure that the Premises are open for use by visitors during normal advertised opening hours. However, Operator reserves the right, in its absolute discretion, whether for safety reasons, weather or otherwise, to close the Premises or any part of the Premises, or to cancel a ride on the High Roller. In the event of such closure or cancellation, the Operator shall reschedule ride bookings to an alternative time, and or date, but shall otherwise have no liability whatever, including no liability for consequential losses or expenses, in respect of closure of part or all of the Premises or cancellation of any ride.

1.5 You are responsible for your own personal property and the property of those persons under your care or supervision while on the Premises. You must keep your personal property with you at all times, no lockers or storage facilities are available for the use of guests to store personal property while riding on the High Roller or at other times. Operator is not responsible for any damage of any kind caused to personal property during a ride. Due to operational requirements, restrictions on large bags, suitcases and heavy items apply and these may only be allowed on board with the approval of Management. Any personal property of guests left on the Premises are left at the guest’s risk. No bailment of any kind is hereby created.

1.6 The High Roller, including its design and systems, are protected by copyright and other intellectual property and proprietary rights. You are not authorized not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the High Roller.

1.7 Operator may amend these terms at any time. Any such amendment shall be effective as of the date of the posting of these revisions. If you do not agree with the change to the Terms and Conditions, you must not enter the Premises.

2. TICKETING

2.1 The number and mix of persons per cabin may vary and is at the absolute discretion of Management. The maximum capacity per cabin is up to 40 passengers.

2.2 Tickets may be purchased for rides on the High Roller in a shared cabin (“General Admission Tickets”) or a cabin may be hired exclusively (a “Private Cabin”). A Private Cabin can only be reserved by those 18 years of age or older. Only Private Cabin reserved by those 21 years of age or older will be allowed the option of bar service. Only persons holding valid tickets are allowed to enter the premises and to board the High Roller. All tickets must be retained at all times and submitted for inspection at the request of Staff.

2.3 Unless a Private Cabin has been specifically booked, You must progress through the line as instructed without stopping and load into the next available cabin. Refusing to board or waiting for your own cabin is not permitted and may result in forfeiture of your ticket, without compensation.

2.4 Unless a Private Cabin has been booked, groups of persons may not always be able to travel in the same cabin.

2.5 Persons booked in a Private Cabin must arrive at the check-in point at least 30 minutes prior to their designated ride time. Latecomers may not be accommodated and may forfeit their ticket without a refund or compensation of any kind.

2.7 For special event functions special terms and conditions may apply and will be available on request.

2.8 From time to time, the Operator may sell tickets as an agent for other parties. Events, trips, meals and other services to be provided as a result of sale, shall be in accordance with the terms and conditions of the provider of such services and the Operator shall not be responsible to any customer in respect of any loss or damage which arises out of or in connection with or as a consequence of the provision or non-provision of any of those services.

2.9 Tickets are non-refundable. In the event of cancellation of a ride due to unplanned closure, that ride will be rescheduled to another time and, or date. Lost, damaged or stolen tickets will not be replaced. The Operator shall have no liability for consequential losses, damages or expenses whatsoever, including no liability for travel or any out-of-pocket expenses.

2.10 General Admission Tickets are not valid for High Roller Special Events.

2.11 Gift vouchers will be redeemable for up to 12 months from the date of purchase.

2.12 General Admission Tickets will indicate an arrival time window. This time is indicative only and at busy times, delays can be expected. Operator will use reasonable efforts to keep any waiting time to a minimum.

2.13 The duration of each ride is approximately 30 minutes, but this time may vary.

2.14 Tickets are available for purchase at various locations including ticket kiosks, the ticket office on the Premises and through the website www.the.linq.com. If purchasing your ticket through this website, You will gain access to an online page containing a print at home ticket or an e-ticket. You must present such ticket at the check in point. Operator is not responsible for any loss or inconvenience caused by computer error, or unauthorized duplication or sale of electronic tickets. In the event that duplicated electronic tickets are presented for admission, Operator reserves the right to refuse entry.

2.15 Tickets may not be resold without the prior written consent of the Operator. If the Operator reasonably believes that a ticket has been resold without its prior consent, the holder may be refused entry to or be removed from the High Roller without refund or compensation of any kind.

3. CODE OF CONDUCT

3.1 You must comply with these Terms and Conditions, all rules, directions and safety requirements which apply to persons riding on the High Roller and/or visiting the Premises. Failure to do so may lead to You being removed from the Premises without refund or compensation of any kind. In addition to these Terms and Conditions, You are required to comply with all local, state and federal laws, as well as individual policies, rules and instructions posted or otherwise listed on the Premises.

3.2 You must remain within permitted guest areas and must obey all reasonable written and verbal instructions and warnings given by the Operator and/or Management and/or Staff without objection.

3.3 You must not behave in a way which disrupts the safety or enjoyment of other persons on any part of the Premises. Offensive, irresponsible or unsafe behavior, unnecessary noise, theft or vandalism, will not be tolerated. We expect You to behave in a family-friendly manner. Line-jumping, profanity, intoxication, impairment and unruly behavior maybe offensive or disruptive to other guests and may be cause for ejection without refund or compensation of any kind at the sole and absolute discretion of the Operator.

3.4 Smoking is strictly prohibited on the Premises.

3.5 No outside food or beverages of any nature may be brought onto the Premises.

3.6 Pets or animals of any nature are expressly prohibited on the Premises, except for service animals.

3.7 Appropriate clothing must be worn at all times on the Premises. Persons without shirts or wearing offensive clothing will not be permitted entry into the Premises or onto the High Roller.

3.8 Appropriate footwear must be worn at all times on the Premises and on the Premises. Persons who fail to comply will not be permitted entry into the Premises or onto the High Roller.

3.9 No running is permitted on or in the vicinity of the High Roller, on the boarding platform, or anywhere within the Premises.

3.10 Firearms, weapons or any other articles which may cause injury or cause distress or discomfort to other persons, including but not limited to fireworks, glass bottles and flammable liquids are prohibited on the Premises and may not be brought onto the High Roller.

3.11 You are admitted to the Premises subject to a condition that, if requested to do so, You will allow your belongings and your person to be searched. The Operator reserves the right to inspect, scan or search You and your bags at any time. Failure to submit to a security check may cause the Operator to cancel your ticket or refuse You entry without refund or compensation of any kind.

3.12 Skateboards, scooters, bicycles, roller blades and other similar equipment are not permitted within the Premises.

3.13 Operator, Management and Staff reserve the right in their sole and absolute discretion to remove from the Premises, any person or persons who (a) have been convicted of a criminal offense which, in the opinion of Operator is likely to affect the safety or enjoyment of others; (b) have behaved in a manner which, in the opinion of Operator, is likely to affect the safety or enjoyment of other visitors, (c) have used threatening, abusive or insulting words or behavior or in any way provokes or behaves in a manner which may cause a breach of the peace or (d) have not complied with any of the Terms and Conditions set forth herein.

4. HEALTH AND SAFETY

4.1 The High Roller is a ride in which guests travel at low speed in enclosed cabins, which remain in motion at all operational times. It is strongly recommended that persons with medical conditions, persons with a fear of heights or fear of enclosed spaces do not ride on the High Roller. You should seek the advice of a qualified medical practitioner if You are uncertain as to whether You should participate.

4.3 The duration of the ride on the High Roller is approximately 30 minutes and there are no toilet or washroom facilities inside the cabins.

4.5. Due to operational requirements, restrictions on strollers apply and these may only be allowed on board with the approval of Management. In general, strollers must be carried on board and must be folded. All other strollers must be left outside the Premises at the owner's risk.

4.6 Motorized and non-motorized wheelchairs and scooters used by guests with mobility disabilities will be permitted on the High Roller. Due to operational requirements, once inside the cabin the wheelchair or scooter shall be switched off, and non-motorised wheelchairs should have the brakes applied. Segways will not be permitted in the cabin due to safety considerations. However, users with mobility disabilities will be permitted to leave their Segways on the exit platform where they can reclaim them after the ride. Upon arrival at the Premises guests with mobility limitations should notify Management so that assistance may be provided for boarding.

4.7 Cabin capacity may be reduced at the absolute discretion of Management.

5. CHILDREN

5.1 Guests aged 3 years and under may travel free, when accompanied by a paying parent or legal guardian.

5.2 Guests aged 12 years and under must be supervised by an adult and shall remain under the control or supervision of an adult at all times whilst on the Premises, particularly whilst on or in the vicinity of the High Roller.

5.3 If You bring children onto the Premises, You are responsible for the care, conduct and supervision of those children at all times. You are responsible for any acts committed by children whom You have brought onto the Premises.

5.4 Persons under the age of 21 years, in the company of an adult, are permitted in a Private Cabin where alcoholic beverages may be available, but are prohibited from consuming alcohol.

6. PHOTOGRAPHY AND USE OF EQUIPMENT

6.1 The Premises is under video surveillance. Any videos, photographs or sound recordings taken by You while on the Premises must be for personal use only. Any use, reuse or production for commercial purposes, without the express written consent of the Operator is strictly prohibited. Operator reserves the right to refuse to allow videos, photographs or sound recordings of any kind by You while on the Premises.

6.3 Your image, likeness and/or voice may be captured in photographs, film, video, audio or other recordings or renderings at any time and be used by the Operator in publicity, promotional or advertising material in any format and media whatsoever, for sales of souvenir photographs, or for security or other purposes, either within or outside of the United States. By entering the High Roller and the Premises, You consent to your image, likeness and/or voice being recorded, captured and used for these purposes, and You acknowledge that all copyrights and other intellectual property and proprietary rights in these materials

are and will be owned by Operator, without identification of You or compensation or payment of any kind to You.

6.4 The use of mobile electronic equipment such as telephones, radios, music players and personal stereos that may cause annoyance to other passengers is not permitted on the Premises or within cabins.

6.5 At the discretion of Management, additional restrictions may apply to the use of large or professional types of video or photography equipment. Use of large tripods for photographic purposes in the cabins is not permitted.

7. LIABILITY AND DISCLAIMER

7.1 THERE ARE INHERENT RISKS IN THE PARTICIPATION IN OR ON ANY AMUSEMENT DEVICE OR ATTRACTION. AS A GUEST ON THE HIGH ROLLER, YOU ARE EXPRESSLY ACCEPTING THOSE RISKS OF WHICH A PRUDENT PERSON IS OR SHOULD BE AWARE AND ARE REQUIRED TO EXERCISE GOOD JUDGMENT AND ACT IN A RESPONSIBLE MANNER WHILE USING THE HIGH ROLLER.

7.2 EXCEPT AS OTHERWISE PROHIBITED BY LAW, YOU ACKNOWLEDGE THAT NONE OF THE OPERATOR, MANAGEMENT AND STAFF ARE LIABLE TO YOU FOR ANY LOSS, DAMAGE, INJURY OR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR ECONOMIC LOSS OR DAMAGE (INCLUDING LOSS OF OPPORTUNITIES, EXEMPLARY OR PUNITIVE DAMAGES) WHETHER TO PERSON OR TO PROPERTY ARISING OUT OF THE OPERATION OF THE HIGH ROLLER OR YOUR ATTENDANCE AT THE PREMISES AND WHETHER ARISING FROM DEFAULT, NEGLIGENCE, MISCONDUCT OR OTHERWISE BY THE OPERATOR, MANAGEMENT OR STAFF AND YOU INDEMNIFY THE OPERATOR, MANAGEMENT AND STAFF AGAINST ALL CLAIMS AND LIABILITY.

7.3 In the event of a technical fault in the operation of the High Roller or in cases of severe and unexpected inclement weather, it is possible that guests may need to remain in their cabins for an extended length of time until the fault is rectified or the weather improves or in an extreme case, guests may require to be evacuated. In this event, the Operator, Management and Staff shall not be liable for any loss or damage, direct or indirect, howsoever arising, including without limitation, for any distress, inconvenience or anxiety caused during the course of any ride or evacuation.

7.4 If any provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

7.5 No waiver of any provision of these Terms and Conditions shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision. These Terms and Conditions constitute the entire agreement between the parties to this agreement with respect to the subject matter hereof and supersede any and all previous agreements and communication with respect to such subject matter.

8. CHOICE OF LAW, JURY WAIVER AND FORUM SELECTION

8.1. These Terms and Conditions will be binding upon You, Your heirs, personal representatives, and assigns, and will be governed by and interpreted under the laws of the State of Nevada, without regard to choice of law principles. In the event of any dispute with respect to these Terms and Conditions, exclusive jurisdiction for resolution of such dispute shall be in the federal or state courts in and for Clark County, Nevada. YOU EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH MATTER.

8.2 DISCLAIMER OF WARRANTY. Operator makes no warranty of any kind regarding this site or any of the products and services provided. All products and services provided by Operator are provided "as is" and without any warranty of any kind, either express or implied. OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND/OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW FROM DEALING OR USAGE OF TRADE.

8.3 FORCE MAJEURE. Without limiting any of the foregoing, Operator shall not be liable for damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, weather conditions, acts of God, force majeure, strikes, civil commotions, embargoes, and wars or other hostilities, whether actual, threatened or reported, and/or any other cause beyond the reasonable control of Operator.

8.4 NO THIRD PARTY BENEFICIARIES. Nothing in these Terms and Conditions, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

The Operator reserves the right to change these Terms and Conditions at any time without notice.

These Terms and Conditions were last updated: February, 2014