

## MOBILE SPORTS APPLICATION FOR USE AT CAESARS ENTERTAINMENT SPORTS BOOKS

### TERMS OF SERVICE

These Terms of Service were last updated on September 1, 2017. You may always view the most recent version of these Terms of Service here:

**YOUR USE OF THIS GAMING SERVICE MEANS THAT YOU ACCEPT THE FOLLOWING TERMS OF SERVICE WHICH ARE LEGALLY BINDING. IF YOU DO NOT AGREE TO BE BOUND BY THEM, YOU SHOULD EXIT THE SERVICE IMMEDIATELY. PLEASE READ THESE TERMS OF SERVICE (the "Terms of Service") CAREFULLY BEFORE USING THIS SERVICE.**

As used herein, the term "Company" or "We" shall mean and refer to each of the following entities, individually or collectively, at which a Race & Sports Book ("**Race & Sports Book**") is operated ("**Properties**"), and all of their respective parent, affiliate and subsidiary companies:

Harrah's Las Vegas, LLC d/b/a Harrah's Casino Hotel, Las Vegas, Flamingo Las Vegas Operating Company, LLC d/b/a Flamingo Las Vegas, Desert Palace, Inc. d/b/a Caesars Palace, Rio Properties, LLC d/b/a Rio All-Suite Hotel & Casino, Harrah's Laughlin, LLC d/b/a Harrah's Laughlin, Harvey's Tahoe Management Company, Inc. d/b/a Harvey's Resort Hotel/Casino, Harvey's Lake Tahoe Management Company, Inc. d/b/a Harrah's Casino Hotel Lake Tahoe, Caesars Entertainment Operating Company, Inc. d/b/a Harrah's Casino Hotel Reno, 3535 LV Corp d/b/a The LINQ Hotel & Casino, Parball Newco, LLC d/b/a Bally's Las Vegas, Paris Las Vegas Operating Company, LLC d/b/a Paris Las Vegas, and PHWLV, LLC d/b/a Planet Hollywood Resort and Casino.

The Properties are licensed and regulated by the Nevada Gaming Control Board and the Nevada Gaming Commission ("**Nevada Gaming Authorities**") for the purposes of operating and offering real-money Internet-based race and sports book services (hereinafter referred to as the "**Gaming Services**" or "**Services**"). When you (hereinafter referred to as "**You**") use the Mobile App, or Services, these Terms of Service (hereinafter referred to as the "**Terms of Service**" or "**Agreement**") shall apply to such use.

To use the Gaming Services, you must first complete a wagering account application and present valid picture identification (e.g., driver's license, government-issued ID) at a Caesars Entertainment Race & Sports Book located at one of the Properties. Once We verify the information in your wagering account application, We will give you instructions on how to download the Gaming Services mobile application ("**Mobile App**").

You must be a verified Total Rewards® member to use the Gaming Services. You may sign up for the Total Rewards program at the Total Rewards Center at any Caesars Entertainment property. See <https://www.totalrewards.com/casino-directory.html> for a list of properties. Your participation in the Total Rewards program is subject to the Total Rewards Rules and Regulations available at <http://www.totalrewards.com/rules>.

In addition to this Agreement, the Privacy Policy, which can be found at <http://www.caesars.com/privacy> ("**Privacy Policy**") applies to Your use of the Mobile App and the Services, and You should review it prior to any use of the Mobile App or the Services.

Your use of the Gaming Services is subject to all additional rules applicable to the Gaming Services, including, but not limited to, the Responsible Gaming Policy, which can be found at <http://caesarscorporate.com/about-caesars/responsible-gaming/> ("Responsible Gaming Policy") and the House Rules, which can be found at <http://www.caesars.com/mobile-sports> ("House Rules") (together the "**Additional Rules**") in each case as We may update from time to time. The Privacy

Policy and Additional Rules are incorporated by reference into this Agreement and shall constitute an integral part thereof.

## **1. Introduction**

1.1 By registering with the Company via the Mobile App and/or by using the Gaming Services, You agree to be bound by this Agreement, the Privacy Policy and the Additional Rules in their entirety and without reservation. As such, this Agreement constitutes a binding legal agreement between You and the Company and, this Agreement shall govern Your use of the Mobile App and the Gaming Services.

1.2 The Company operates the Mobile App and offers the Services under an Interactive Gaming License issued to the Properties by the Nevada Gaming Commission. All Gaming Services transactions between You and the Company must take place in Nevada.

1.3 The software offered by the Company (the "**Software**"), allows You to use the Gaming Services currently available via the Mobile App. The Company reserves the right to suspend, modify, remove or add to the Services in its sole discretion with immediate effect and without notice, subject to any statute, regulations or direction from the Nevada Gaming Authorities. To the greatest extent permitted by applicable law, Your use of the Gaming Service constitutes the waiver of any loss or claim against the Company resulting from any changes made to the Software or Services.

1.4 You may only have one mobile sports account for which You will register using Your own legal name. You shall access the Software and use the Services only via Your account, and You may never access the Software or use the Services by means of another person's account. Should You attempt to open more than one account, under Your own name or under any other name, or should You attempt to use the Services by means of any other person's account, We may block use of Your account pending investigation, and/or notify the Nevada Gaming Authorities of the suspected activity, which may result in the closure of Your account, any other accounts opened in connection with other specific brands of the Company, and the preclusion from Your future use of the Services.

## **2. Acceptance of Terms and Conditions**

2.1 IF YOU DO NOT AGREE TO ANY OF THE PROVISIONS OF THIS AGREEMENT YOU SHOULD IMMEDIATELY STOP USING THE MOBILE APP AND REMOVE THE MOBILE APP FROM YOUR MOBILE DEVICE. BY REGISTERING WITH US, USING THE SERVICES, USING THE SOFTWARE OR LOGGING ONTO THE MOBILE APP, YOU EXPRESSLY CONSENT TO THE TERMS OF THIS AGREEMENT.

2.2 We reserve the right to amend, modify, update and change any of the terms and conditions of this Agreement (including any of the Additional Rules) from time to time and We will notify You of any such amendment, modification or change by publishing the new version of this Agreement (including any of the Additional Rules) on the relevant page of the Mobile App. Unless otherwise stated, any modified version of this Agreement will take effect upon its publication on the Mobile App and Your continued use of the Services or the Software after any modification will be deemed to constitute Your acceptance of the changes to this Agreement. It remains Your responsibility to ensure that You are aware of the correct, current terms and conditions of this Agreement and We advise You to check for updates on a regular basis.

2.3 We take our responsibilities in relation to Your privacy very seriously and therefore changes to the Privacy Policy are strictly subject to the modification provisions found therein.

2.4 Other than in relation to the Privacy Policy, please note that this Agreement shall prevail in the event of any conflict between this Agreement and any of the Additional Rules or other documents

referred to in this Agreement. For the avoidance of doubt, the Privacy Policy shall prevail in the event of any conflict with this Agreement.

2.5 Your attention is drawn to our Privacy Policy at <http://www.caesars.com/privacy> which describes how We deal with and protect Your personal information. By accepting these Terms of Service, You are also acknowledging and accepting the Privacy Policy and the Additional Rules.

### **3. Compliance with Laws and Location Verification**

3.1 Use of the Services is restricted to users who are playing from within the State of Nevada. You represent, warrant and agree to ensure that Your use of the Mobile App and the Gaming Services will comply at all times with all applicable laws, statutes and regulations.

3.2 You acknowledge that You must be physically within the State of Nevada during any time of play and You will comply with any of Company's requirements in connection with verifying Your physical location at time of play. In order to use the Gaming Services, You must allow the Mobile App to transmit, collect, maintain, process and use your location data. If you adjust or turn off your mobile device's location services settings, you will not be able to use the Gaming Services. By downloading or using the Mobile App, You consent to the Company transmitting, collecting, maintaining, processing and using Your location data, including the real-time geographic location of your mobile device, in order to provide, analyze and improve the Gaming Services and any other location-based services available in the Mobile App.

3.3 The Company shall not be responsible for any illegal or unauthorized use of the Mobile App and/or the Services by You. Please consult an attorney if You have any doubts about the legality of Your use of the Mobile App and the Services under the laws of any jurisdiction that applies to You. By accepting these terms, You agree to assist the Company, to the extent You are able, with its compliance with applicable laws and regulations.

3.4 Persons located outside of the State of Nevada, at the time of their activity, may not use the Services for real money play.

3.5 UNDER NO CIRCUMSTANCES WILL WE NOR ANY OF OUR AFFILIATES OR THIRD PARTY SERVICE PROVIDERS AND THEIR RESPECTIVE AFFILIATES BE RESPONSIBLE OR LIABLE IN ANY RESPECT FOR ANY LOSSES YOU MAY INCUR AS A RESULT OF YOUR LOCATION NOT BEING ABLE TO BE PROPERLY VERIFIED FOR ANY REASON. BY USING THE GAMING SERVICES, YOU UNDERSTAND AND AGREE THAT SUCH RESPONSIBILITY OR LIABILITY IS BORNE EXCLUSIVELY BY YOU.

### **4. Permitted Participation**

4.1 No one under the age of 21 (individuals 21 or older referred to herein as "**Legally of Age**") may download the Mobile App or use the Services under any circumstances and any person not Legally of Age who downloads the Mobile App or uses the Services will be in breach of the terms of this Agreement and the laws of the State of Nevada. Use of the Services by someone not Legally of Age, and anyone who facilitates use of the Services by someone not Legally of Age has committed a criminal offense and shall be prohibited from using the Services. The Company reserves the right to request proof of age at any time, to verify that persons not Legally of Age are not using the Services. The Company may terminate a person's account and exclude a person from using the Mobile App or the Services if proof of age is not provided or if the Company suspects that a person using the Mobile App or the Services is not Legally of Age. Any initial deposits made in such account shall be returned within 60 business days of cancellation. Company may, in its sole discretion, stop the transmission of any bonuses or winning funds to a person who is not Legally of Age.

4.2 You hereby explicitly consent that We may verify Your registration details, such as Your name, physical address where You reside, Your date of birth and social security number, and Your passport identification (for nonU.S. residents) to confirm that You are Legally of Age. We reserve the right to verify that You have not been previously self-excluded with the Company and/or any affiliated casino property or any program offered by a governmental agency and otherwise remain on the Company's self-exclusion list. By requesting certain documents, We reserve the right to verify Your information, including Your e-mail address, at any time. Requested documents shall include, but are not limited to, (a) A valid government-issued photo ID, such as a valid passport or driver's license, or (b) proof of address, such as a utility bill. Should the documents fail the Company's internal security check (for example, if We suspect that the documents have been tampered with, or are in any way provided to mislead or misrepresent), Company shall be under no obligation to accept such documents as valid, and shall be under no obligation to provide feedback on the exact nature of the Company's findings with regards to the documents.

4.3 You hereby explicitly consent to the Company performing background checks on You for any reason, including, but not limited to, any investigation into Your identity, any credit checks performed on the member, or any inquiries into Your personal history. The basis for such investigations will be dependent on the specific case, but could include, but is not limited to, verification of Your registration details, such as the name, address and age, verification of Your financial transactions, and verification of Your gaming activity. The Company shall be under no obligation to advise You of such an investigation taking place. Such activities may include the use of specific third party companies who perform the investigations as required. The Company may decide, in its sole discretion, to block Your account, and withhold any funds that are present therein, on the basis of such an investigation. Any initial deposit funds in such account shall be refunded to You.

## 5. Information Technology/Intellectual Property

5.1 The Company hereby grants You the non-exclusive, non-transferable, non-sub-licensable right to install and use the Mobile App and all content derived from the Mobile App, including, but not limited to, the copyright and all other intellectual property rights therein, exclusively in connection with the use of the Services in accordance with this Agreement. The Mobile App's code, structure and organization are protected by intellectual property rights. Without limiting the generality of the foregoing, you must not: (a) copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise; (b) sell, assign, sublicense, transfer, distribute, lease or grant a security interest in the Mobile App; (c) make the Mobile App available to any third party through a computer network or otherwise; (d) export the Mobile App to any country (whether by physical or electronic means); (e) collect, compile, aggregate, display, market, sell or otherwise distribute data or statistics obtained from the Services or Mobile App; (f) use cheats, automation software (bots), hacks, or any other unauthorized third-party software designed to modify the Services or Mobile App or collect data from the Services or Mobile App, including without limitation, modifications and collections that violate the terms of this Agreement or the Additional Rules; or (g) use the Mobile App in a manner prohibited by applicable laws, regulations and/or this Agreement (together the "**Prohibited Activities**").

5.2 You will be solely liable for any damages, costs or expenses arising out of or in connection with the commission of any Prohibited Activities. You shall notify the Company immediately upon becoming aware of the commission by any person of any of the Prohibited Activities and shall provide the Company with reasonable assistance with any investigations it may conduct in connection with the commission of any Prohibited Activities.

5.3 The brand names relating to the Mobile App and Services, any derivatives thereof and any other trademarks, service marks, trade names, domain names and logos used by the Company are owned by the Company, its affiliated entities, or its licensors with respect to the Services regardless of the platform (hereinafter referred to as the "**Trademarks**") and the Company, its affiliated entities and

licensors (as applicable) reserve all rights to such Trademarks. You shall not use the Trademarks, or any confusingly similar marks except as expressly permitted herein.

5.4 In addition to the rights to its Trademarks, the Company or one of its affiliated entities and/or its licensors and/or its service providers own the rights in all other content including, but not limited to, the Software, games, images, pictures, graphics, photographs, animations, videos, music, audio and text available via the Software or on the Mobile App or in connection with the Services (the "**Site Content**"). The Site Content is protected by copyright and/or other intellectual property rights. You shall not modify any of the Site Content and shall not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any Site Content or information or work contained in the Software or on the Mobile App or used in connection with the Services, except as expressly permitted herein.

5.5 You hereby acknowledge that by using the Services or the Mobile App You obtain no rights in the Trademarks or the Site Content and You may only use the same in complete accordance with this Agreement.

5.6 You agree not to upload, post, email, transmit or otherwise make available through the Services or on the Mobile App any material or information that infringes any copyright, trademark, trade secret, patent, right of privacy, right of publicity or other right of any person or entity, or impersonates any other person.

5.7 Notice and Procedure for Making Claims of Copyright or Intellectual Property Infringement:

The Company respects the intellectual property rights of others and requires You to do the same. The Company may in its sole discretion immediately remove or disable any content or block or terminate Your account if You are found to have infringed on the rights of the Company or of a third party, or that has otherwise violated any intellectual property laws or regulations, or this Agreement. The Company will, in appropriate circumstances, terminate the accounts of repeat infringers. If You believe any material available on the Mobile App infringes upon a copyright, or otherwise violates Your intellectual property rights, You should notify the Company's Copyright Agent by providing the following information:

- (a) Identify the copyrighted work or other intellectual property that You claim has been infringed;
- (b) Identify the material on the Mobile App that may be an infringement with enough detail so that We may locate it on the Mobile App;
- (c) A statement by You indicating a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (d) A statement by You declaring under penalty of perjury that (i) the above information in Your notice is accurate, and (ii) that You are the owner of the copyright interest involved or that You are authorized to act on behalf of that owner;
- (e) Your address, telephone number, and email address; and
- (f) Your physical or electronic signature.

The Company's designated agent for notices of claims of copyright or other intellectual property infringement is:

Caesars Enterprise Services, LLC

Attn: Copyright Agent  
One Caesars Palace Drive  
Las Vegas, NV 89109  
(702) 407-6300 (phone)  
(702) 407-6420 (fax)

[copyrightagent@caesars.com](mailto:copyrightagent@caesars.com)

## **6. Your Representations and Undertakings**

In consideration of the rights granted to You to use the Services and the Mobile App, You represent, warrant, covenant and agree that:

6.1 You are Legally of Age, as defined in this Agreement, of sound mind and capable of taking responsibility for Your own actions.

6.2 All details You provide to the Company either during the registration process or at any time thereafter, are true, current, correct, and complete.. You will promptly notify us of any changes to details previously provided by You to the Company. Should any of the information that You provide to the Company be untrue, inaccurate, misleading or otherwise incomplete, You will be in breach of this Agreement and We reserve the right to terminate Your account immediately and/or prevent You from using the Mobile App or the Services, in addition to any other action that We may choose to take. You shall not transfer any funds to any other player or account holder.

6.3 Your account with the Company is solely for Your benefit. You shall not allow anyone (including a relative) to use Your account, password or identity to access or use the Services or the Mobile App and You shall be fully responsible for any activities undertaken on Your account by a third party. You will not reveal Your account username or password to any person and You shall take all steps to ensure that such details are not revealed to any person. You shall inform us immediately if You suspect that Your account is being used by a third party and/or any third party has access to Your account username or password, and You will cooperate in any investigation of such matter.

6.4 You are responsible for the security of Your username and password on Your own computer /or mobile device on which the Mobile App is or may be accessible including an internet access location. If this username/password combination is "hacked" from Your computer and/or mobile device, due to any virus or malware that may be present on the computer and/or mobile device that You access Your account with, this is Your responsibility. You are responsible for reporting any possible hacking attempts or security breaches from Your computer or mobile device immediately to the Company.

6.5 You have verified and determined that Your use of the Services does not violate any laws or regulations of any jurisdiction. You fully understand this Agreement, the Privacy Policy, the Additional Rules, the methods, rules and procedures of the Services and Internet gaming in general. You understand that it is Your responsibility to ensure the details of bets and games are correct. You will not commit any acts or display any conduct that damages the reputation of the Company. The Company is responsible for ensuring You are Legally of Age, and You meet the identification and location requirements of the jurisdiction in which You are using the Services and You shall cooperate with the Company in its efforts to verify the same. You are not located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and You are not listed on any U.S. Government list of prohibited or restricted parties.

6.6 You are fully aware that there is a risk of losing money when gaming by means of the Services and You are fully responsible for any such loss. You agree that Your use of the Services is at Your sole option, discretion and risk. In relation to any loss or claim arising out of or in any way related to the Services, You shall have no claims whatsoever against, and You fully release the Company or any company within the same group of companies as the Company or their respective directors, officers, employees, service providers, agents, or any affiliates of any of the foregoing subject to any applicable law.

6.7 You acknowledge that by registering and using the Services You have to provide the Company with certain personal details about Yourself (including details regarding Your methods of payment), which will be handled as provided for in the Privacy Policy. Your use of the Mobile App or Service shall constitute Your agreement that You have read the Privacy Policy and You agree with the Company's policies on how Your information is handled.

6.8 You agree to use the Mobile App, Services and Software in complete accordance with this Agreement and the Additional Rules, as amended from time to time, and shall abide by all rules and instructions for playing the games that comprise the Services.

6.9 You are solely responsible for all taxes and tax reporting to any relevant governmental, taxation or other authority on any winnings paid to You by the Company or any other related or affiliated entity, subject to applicable local, state and/or federal tax regulations.

6.10 You are solely responsible for any telecommunication network and Internet access services and costs, other consents and permissions required in connection with Your use of the Mobile App and the Services. In case of any disconnection or interference with the connection or any alteration to Your system made by You, the Company may not guarantee that the Mobile App shall recall Your exact status prior to the disconnection event.

6.11 You shall use the Services and the Mobile App only in good faith towards both the Company and the other players using the Services. In the event that the Company deems You have been using the Services or the Mobile App in violation of this Agreement, in violation of any applicable law and/or to cause direct or indirect harm or injury to the Company or any user of the Services, the Company shall have the right, to terminate Your account with the Services and any other accounts You may hold with the Company and the Company shall be entitled to retain all monies therein. Subject to any applicable law, You hereby expressly waive any future claims against the Company in such regard.

6.12 You acknowledge and agree that should You choose to exclude Yourself from the Services operated by the Company or its affiliates, You shall not be permitted to open or use a new account with any other Mobile App operated by the Company or use the Services during Your selected self-exclusion period, until such self-exclusion has been lifted and the original account has been reopened. In the event You are in breach of the foregoing, the Company will block any new account You open with another Mobile App operated by the Company, refund any funds You may deposit (or have previously deposited) therein, and shall not be liable to refund You any funds You may have wagered or won through such account.

6.13 You hereby consent to the Company and/or the Nevada Gaming Authorities monitoring and recording Your wagering communications and geographic location information at any or all times and You shall have no claims against the Company in such regard.

## **7. Prohibited Uses of the Sites and Services**

7.1 You declare that the source of funds used by You for gaming on the Mobile App is not illegal and that You will not use the Services in any way as a money transfer system. You will not use the

Services for any unlawful or fraudulent activity or prohibited transaction (including money laundering) under U.S Federal laws and/or the laws of the State of Nevada, the Regulations of the Nevada Gaming Commission and/or any directives or instructions of the Nevada Gaming Control Board. If the Company has a suspicion that You may be engaging in or have engaged in fraudulent, unlawful or improper activity including, without limitation, money laundering activities, or conduct otherwise in violation of this Agreement, Your access to the Services may be terminated immediately and/or Your account blocked. If Your account is terminated or blocked in such circumstances, the Company is under no obligation to refund You any funds that may be in Your account, In addition to terminating Your access to the Services and/or blocking Your account, the Company reserves the right to prevent You from accessing any of the Company's other Mobile Apps or servers, or accessing any other services offered by the Company. The Company shall be entitled to inform relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions (together "**Interested Third Parties**") of Your identity and of any suspected unlawful, fraudulent or improper activity. You agree to cooperate fully with the Company to investigate any such activity.

7.2 The use of any automated tool which in the Company's opinion is designed among other things to provide assistance in placing bets or which is used in any way in connection with Your use of the Services is strictly prohibited. Therefore, the use of any software, program or robot which in the Company's opinion is endowed with artificial intelligence or any external devices, programs or applications (hereinafter referred to as "**Software Aid**") in connection with Your use of the Services is strictly prohibited. We constantly review the use of the Services in order to detect the use of any Software Aid and in the event that We deem it has been used, Company reserves the right to take any action We deem fit, including immediately blocking access to the Services to the offending user and terminating such user's account. If Your account is terminated or blocked in such circumstances, the Company is under no obligation to refund You any of the funds that may be in Your account, with such funds being forfeited. In addition to terminating Your access to the Services and/or blocking Your account, the Company reserves the right to prevent You from accessing any of the Company's other Mobile Apps or servers, or accessing any other properties or services offered by the Company.

7.3 If We have reason to suspect that an account or group of accounts are operating systematically - for example employing specific wagering techniques or wagering as a group, the Company shall have the right to block or terminate all accounts and in such circumstances, the Company shall be under no obligation to refund You any funds that may be in Your account, with such funds being forfeited.

7.4 The Company will not provide any information to You with regards to investigations or any subsequent outcome which it conducts into Your use of the Services.

## **8. Your Account**

8.1 Your account is for Your sole personal use only and shall not be used for any professional, business or commercial purpose.

8.2 Company shall not be responsible for any third party access to Your account. Under no circumstances shall the Company be liable for any losses incurred by You as a result of misuse of Your password by any person or for any unauthorized access to Your account. All transactions where Your username and password have been entered correctly will be regarded as valid whether or not authorized by You.

8.3 Monies held in Your account shall not gain any monetary interest.



8.4 Wagering accounts will be suspended after 16 months without wagering activity. To Re-activate a suspended wagering account the account holder must appear in person at the Caesars Entertainment Race & Sports Book with valid, government issued photo identification

8.5 We reserve the right to limit or refuse any bet made by You or through Your account. The Company does not extend credit to any player for any reason for wagering or playing or any related activities on the Mobile App.

## **9. Obligations of the Company**

9.1 The Company has no obligation to check whether users are using the Services in accordance with this Agreement or the Additional Rules, as updated from time to time.

9.2 Company may investigate or pursue complaints made by a player against any other player using the Services and may take any action in connection therewith, or take any action against a player for any reason, including without limitation for violating the terms of this Agreement. The Company may, at its sole discretion, decide to take appropriate action against any person it suspects of engaging in any unlawful behavior or otherwise violating the terms of this Agreement, but is under no obligation to do so. Additionally, complaints may be filed with the Nevada Gaming Control Board.

9.3 The Company has no obligation to maintain account names or passwords. If You misplace, forget or lose Your username or password because of anything other than the Company's error, the Company shall not be liable. The System allows You the ability to reset Your password on the Mobile App; however, obtaining Your account name requires You to contact customer service.

9.4 All personal information provided by You shall be subject to the Privacy Policy.

## **10. Dispute Resolution**

10.1 You understand and agree that (without prejudice to your other rights and remedies) the Company records shall be the final authority in determining the terms of your use of the Services and you shall have no right to dispute the Company's decisions in regard to such matters.

10.2 In relation to any and all disputes between You and the Company which are less than \$500, You have the right to request that the Nevada Gaming Control Board conduct an investigation pursuant to the Nevada Gaming Control Act. Disputes over \$500 are reported to the Nevada Gaming Control Board pursuant to the Nevada Gaming Control Act. The award and/or determination of the Nevada Gaming Control Board in relation to any investigation into the Services shall be final and binding and judgment may be entered thereon in any court of competent jurisdiction.

10.3 Claims or disputes should be submitted within seven days after the date of the original transaction or giving rise to the dispute and all claims or disputes should be raised with the customer service department at [caesarsmobilesupport@caesars.com](mailto:caesarsmobilesupport@caesars.com).

10.4 You hereby consent to the jurisdiction of the State of Nevada to resolve any disputes arising out of the Gaming Services or use of the Mobile App.

## **11. NO WARRANTY**

11.1 THE SERVICES AND THE MOBILE APP ARE PROVIDED "AS IS". THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED (WHETHER BY LAW, STATUTE OR OTHERWISE) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES

AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS OR ACCURACY OF THE SERVICES OR THE MOBILE APP OR INFRINGEMENT OF APPLICABLE LAWS AND REGULATIONS. THE ENTIRE RISK AS TO THE USE, QUALITY AND PERFORMANCE OF THE MOBILE APP LIES WITH YOU.

11.2 THE COMPANY MAKES NO WARRANTY THAT THE MOBILE APP OR SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS OR REPRESENTS THE FULL FUNCTIONALITY, ACCURACY, RELIABILITY OF THE MATERIALS OR AS TO RESULTS OR THE ACCURACY OF ANY INFORMATION OBTAINED BY YOU THROUGH THE SERVICES.

11.3 IN THE EVENT OF SYSTEMS OR COMMUNICATIONS ERRORS OR MALFUNCTIONS, BUGS OR VIRUSES RELATING TO ACCOUNT SETTLEMENT OR OTHER ELEMENTS OF THE SERVICES OR RESULTING IN LOSS OF DATA OR WINNINGS OR ANYTHING ANALGOUS THERETO BY YOU OR ANY OTHER DAMAGE TO YOUR COMPUTER EQUIPMENT OR SOFTWARE, THE COMPANY SHALL IN NO WAY BE LIABLE TO YOU AND THE COMPANY RESERVES THE RIGHT TO VOID ALL GAMES IN QUESTION AND PAYMENTS IN RELATION THERETO AND MAY TAKE ANY OTHER ACTION TO CORRECT SUCH ERRORS EXCEPT THAT THE COMPANY IS NOT REQUIRED TO PROVIDE ANY BACK UP NETWORK AND/OR SYSTEMS OR SIMILAR SERVICES.

11.4 THE COMPANY SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS MADE BY YOUR INTERNET SERVICE PROVIDER OR OTHER THIRD PARTY WITH WHOM YOU HAVE CONTRACTED TO GAIN ACCESS TO THE SERVER THAT HOSTS THE SITE.

## **12. Limitations of Liability**

You acknowledge and agree that:

12.1 You are free to choose whether to use the Services and do so at Your sole option, discretion and risk.

12.2 The Company, its affiliated companies, any third party service provider (the "**Affiliates**"), and its third party licensors shall not be liable to You or any third party in contract, tort, negligence, or otherwise for any loss or damage whatsoever arising from or in any way connected with Your use or any third party's use of the Mobile App or the Services, whether direct or indirect, including, without limitation, damage for loss of business, loss of profits (including loss of or failure to receive anticipated winnings), business interruption, loss of business information, or any other pecuniary or consequential loss (even where We have been notified by You of the possibility of such loss or damage).

12.3 Neither the Company nor its Affiliates nor its third party licensors shall be liable in contract, tort, negligence, or otherwise for any loss or damage whatsoever arising from or in any way connected with Your use of any link contained on the Mobile App or otherwise via the Services. The Company, its Affiliates and its third party licensors are not responsible for the content contained on any Internet site linked to or from the Mobile App or otherwise via the Services.

12.4 The Company, its Affiliates and its third party licensors shall not be liable to You or any third party for any modification to, suspension of or discontinuance of the Software or the Services.

12.5 In the event that the Mobile App or Services fails to operate correctly as a result of, but not limited to, any delay or interruption in operation or transmission, any loss or corruption of data or communication or lines failure, any person's misuse of the Mobile App, Services, or their respective

content, or any error or omission in content or any other factors beyond our control: (a) the Company, its Affiliates and its third party licensors will not be responsible for any loss, including loss of winnings, that may result from the circumstances detailed in the paragraph above; and (b) if any such errors result in an increase in winnings owed or paid to You, You shall not be entitled to the winnings falling within such increase. You shall immediately inform the Company of the error and shall repay any winnings credited to Your account in error to the Company (as directed by the Company) or the Company may, in its discretion, deduct an amount equal to those winnings from Your account or set off such amount against any money owed to You by the Company. If the Company is able to determine the Mobile App or Services fails to operate correctly as a result of factors within the Company's control, the Company shall determine how to handle player compensation.

12.6 Nothing in this Agreement will operate so as to exclude any liability of the Company for fraud, death or personal injury that is caused by the Company's negligence.

### **13. Breach of Terms and Conditions**

13.1 You agree to fully indemnify, defend and hold the Company, Affiliates, third party service providers and licensors and their respective companies, and their respective officers, directors and employees harmless immediately on demand from and against all claims, demands, liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of:

(a) any breach of this Agreement by You;

(b) any violation by You of any law or the rights of any third party;

(c) any use by You of the Services or Mobile App or use by any other person accessing the Services or Mobile App using Your user identification, whether or not with Your authorization; or

(d) any acceptance of any winnings.

13.2 In addition to any other remedy available to the Company, if You breach this Agreement or the Additional Rules or the Company has reasonable grounds for suspecting that You have breached this Agreement or the Additional Rules, Your winnings may be forfeited at the discretion of the Company, in compliance with the Nevada Gaming Authorities, and the Company may retain any positive balance then existing in Your account based on any damages or other amounts owed by You to the Company pending investigation and/or the conclusion of any legal proceedings. Failure to comply with this Agreement may also result in disqualification, account closure and/or legal action being taken against You. Additionally, disputes may be investigated by the Nevada Gaming Control Board.

### **14. Duration and Termination**

14.1 This Agreement shall be in full force and effect immediately upon Your completion of the registration process and download of the Mobile App with the Company and shall continue in full force and effect unless and until terminated in accordance with its terms.

14.2 We may terminate this Agreement and Your account (including Your username and password) immediately without notice:

(a) in the event, for any reason the Company decides to discontinue to provide the Services in general or specifically to You;

(b) in the event Company believes that You have breached any of the terms of this Agreement;

(c) in the event Your use of the Services has been in any way improper or breaches the spirit of this Agreement;

(d) in the event Your account is associated in any way with any existing account that has been terminated. If Your account is associated with, or related to, existing blocked accounts, We may terminate Your account, irrespective of the nature of this relationship, and the registration details provided on said accounts;

(e) upon instruction of the appropriate law enforcement agency or regulatory body; or

(f) for any other reason Company may determine.

Unless otherwise provided herein, or as required by law or regulation, on termination of this Agreement any balance in Your account will be returned to You within a reasonable time of Your request, subject to Company's right to deduct any amounts owed by You to Company.

14.3 You may terminate this Agreement and Your account (including Your username and password) at any time by sending an email to us at [caesarsmobilesupport@caesars.com](mailto:caesarsmobilesupport@caesars.com), such termination is to take effect upon the Company terminating Your account (including username and password), which shall occur within 7 calendar days after receipt by the Company of Your email on our servers in Nevada, provided that You shall remain responsible for any activity on Your account between sending us an email and the termination of Your account by the Company.

14.4 On termination of this Agreement You shall:

(a) discontinue the use of the Mobile App and the Services;

(b) pay all amounts due and owing to the Company; and

(c) remove and permanently delete the Mobile App from Your computer equipment and/or mobile device and destroy all related documentation in Your possession, custody, power or control.

14.5 The right to terminate this Agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

14.6 Upon the termination of this Agreement for any reason, except as otherwise provided in this Agreement and subject to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other party under this Agreement.

14.7 In the event of our termination of this Agreement on account of Your breach of this Agreement (including the Additional Rules), Your account will be closed, and any funds in Your account shall be returned to You. In addition to terminating Your access to the Services and/or blocking Your account, the Company reserves the right to prevent You from accessing any of the Company's other Mobile Apps or servers, or accessing any other properties or services offered by the Company and You shall have no claims against the Company in such regard.

14.8 If You have chosen to close Your account - for example, if You have self-excluded Yourself from any of our Services, it is Your obligation to abide by this restriction for the duration of the set period. If You open new accounts, while under a period of self-exclusion or cooling off, from any of the brands

operated under the Company's umbrella, Company shall close all accounts as soon as detected. Company is not obligated to refund to You any funds You may have wagered or won through such accounts.

14.9 If You have previously self-excluded under our responsible gaming program at any of our casinos or on-line gaming sites or under any state-sponsored program, it is Your responsibility to refrain from opening new accounts during the period of such exclusion. Responsible gaming exclusions apply to all Company-owned, managed, or operated properties or gaming services. While Company will take reasonable steps to deny access, it is not obligating itself to prevent access. It is Your obligation to refrain from opening new accounts in any of the brands operated by the Company. If You do open any new accounts, We will close all accounts as soon as detected. Company shall not be obligated to refund You any funds You may have wagered or won through such account.

## **15. General**

15.1 If any part of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of this Agreement and shall not affect the validity and enforceability of any of the remaining provisions of this Agreement. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.

15.2 No waiver by us of any terms of this Agreement shall be construed as a waiver of any preceding or succeeding breach of any terms of this Agreement.

15.3 Unless otherwise expressly stated, nothing in this Agreement shall create or confer any rights or any other benefits to third parties.

15.4 Nothing in this Agreement shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between You and us.

15.5 This Agreement, together with the Privacy Policy and the Additional Rules contain the entire agreement between the Company and You, relating to Your use of the Mobile App and the Services and supersedes any and all prior agreements between the Company and You in relation to the same. You confirm that, in agreeing to accept this Agreement, You have not relied on any representations other than this Agreement, the Company's Privacy Policy and the Additional Rules.

15.6 The Company reserves the right to transfer, assign, sublicense or pledge this Agreement, in whole or in part, in the event of a reorganization of the corporate group in which the Company exists or in the event of a merger, sale of assets or other similar corporate transaction in which the Company may be involved in.

15.7 You agree to not transfer, assign, sublicense or pledge in any manner whatsoever any of Your rights or obligations under this Agreement.

15.8 Nothing in this Agreement shall be construed so as to grant You any security interest whatsoever over the assets of the Company, including for the avoidance of doubt on any amounts standing to the credit of Your account.

15.9 Pursuant to State and/or Federal law, You may be required to complete certain tax forms before winnings that exceed a taxable threshold can be released to You. By using the Services, You agree to comply in full with all applicable tax laws, and hereby release Company from any liability associated with Your compliance therewith.

## **16. Nevada Regulations**

Notwithstanding anything contained herein, the Services are provided in accordance with the Nevada Gaming Control Act, the Nevada Gaming Commission Regulations, and all other applicable law and regulations.

## **17. Customer Support, Contact Information and Special Promotions**

17.1 For service quality assurance, calls made by You to the customer service department may be recorded.

17.2 You hereby expressly consent to the Company using the contact details provided by You on registration to occasionally contact You directly in relation to Your use of the Services or any other products or services offered by the Company, its partners or affiliates from time to time.

17.3 The Company will not tolerate any abusive behavior exhibited by users of the Service to the Company's or its service provider's employees. In the event that the Company, in its sole discretion, deems that Your behavior, via telephone, live chat, email or otherwise, has been abusive or derogatory towards any of the Company's or its service provider's employees, the Company shall have the right to block or terminate Your account with the Company.

17.4 The Company may, from time to time, offer You special promotions. These promotions may be communicated to You by various means, including but not limited to (i) email, (ii) telephone, (iii) SMS text message, and (iv) additional windows opening from within the Mobile App. Promotions begin at 12:01am and end at 11:59 pm Pacific on specified dates, unless stated otherwise in the promotion's Terms & Conditions.

17.5 Company shall provide You with an opt-out option in relation to various types of marketing communications from the Company and should You choose to opt-out from communications, the Company shall respect Your wishes in such regard.

17.6 If you have any questions, complaints, or claims, with respect to the Mobile Sports App or require assistance or support please contact Company. You may contact Company by email at [caesarsmobilesupport@caesars.com](mailto:caesarsmobilesupport@caesars.com), or at the following address: One Caesars Palace Drive, Las Vegas, NV 89109, Attn: Mobile Sports.

## **18. Minimum Hardware Requirements**

In order to enjoy the Services, You are required to install a downloadable application.

18.1 To download the Mobile App on your iPhone or iPad, you must have at least the iOS 7.0x operating system.

18.2 To download the Mobile App on your Android device, you must have at least the Android™ version 4.1.2 operating system.

## **19. Governing Law**

This Agreement including the Additional Rules and Privacy Policy and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of the State of Nevada. You hereby consent to the exclusive jurisdiction of the courts in the State of Nevada to resolve any disputes arising out of Internet or mobile gaming.

## **20. Language Discrepancies**

This Agreement has been drafted in the English language. In the event of any discrepancy between the meanings of any translated versions of this Agreement and the English language version, the meaning of the English language version shall prevail.

## **21. Regulatory Body**

If You are not satisfied with the resolution offered by the Company, You may contact the Nevada Gaming Control Board. The Company and You consent to the jurisdiction of the State of Nevada to resolve any disputes arising out of interactive gaming that cannot be resolved between the Company and You.

## **22. No Liability Against Vendors or Distributors; Third Party Beneficiaries.**

You acknowledge and agree that (i) this Agreement is between You and Company, and not any Company third-party vendors (such as any wireless carriers, technology developers, advertisers, sponsors, licensors, distributors and/or service providers) ("Vendors") or the distributors of the Mobile Sports App (such as, and/or including, but not limited to, Apple®) ("Distributors") and their subsidiaries, (ii) Company, (and not the Vendors or the Distributors), are solely responsible for the Services and Mobile Sports App, (iii) the Vendors and Distributors have no responsibility whatsoever to furnish any maintenance and support services with respect to the Services and Mobile Sports App, (iv) to the maximum extent permitted by applicable law, the Vendors and the Distributors will have no other warranty obligation whatsoever with respect to the Services and Mobile Sports App, (v) the Vendors and Distributors are not responsible for any claims (including, product liability claims, any claims that the Services or Mobile Sports App fails to conform to any applicable legal or regulatory requirement, or arising under consumer protection or similar legislation) that you or third-parties have arising out of your use of the Services and Mobile Sports App, (vi) the Vendors and Distributors will have no responsibility whatsoever for the investigation, defense, settlement or discharge of any third-party claim that the Services and Mobile Sports App infringe on a third party's intellectual property rights, and (vii) the Vendors and Distributors and their subsidiaries are third party beneficiaries of this Agreement and, upon your acceptance of this Agreement, the Vendors and Distributors will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary.

PLEASE PRINT OFF AND RETAIN A HARD COPY OF THIS AGREEMENT FOR YOUR RECORDS.