



5 Casinos | 500+ Restaurants | One Card

## TERMS AND CONDITIONS

- These Terms & Conditions ("Terms") govern participation in the Golden Nugget 24K Select Club program (the "Club"), offered by Golden Nugget Atlantic City, LLC, a New Jersey limited liability company, Riverboat Corporation of Mississippi, a Mississippi corporation, Golden Nugget Lake Charles, LLC, a Louisiana limited liability company, GNLV, Corp., a Nevada corporation and GNL, Corp., a Nevada corporation and one or more of their affiliated companies which are controlling, controlled by, or under common control with, such entities (collectively "Golden Nugget"). Participation in the Club by a Member constitutes such Member's agreement to these Terms.
- Membership is free. Each person who wishes to join the Club must complete all forms required by Golden Nugget and provide a valid form of identification and such other identifying information as may be requested by Golden Nugget. Each person who properly registers in the Club is referred to herein as a "Member". Upon completed registration, membership will be valid at all Golden Nugget Casinos. Golden Nugget reserves the right to deny an application to participate in the Club at any time in its sole discretion.
- Each Member must be an individual, 21 years of age or older, to participate. Corporations or other entities are not eligible to participate or join. Individuals who are excluded from casino facilities, through a government program, their own request, at the discretion of Golden Nugget, or for any other reason, are also not eligible to participate. Golden Nugget reserves the right at any time to prohibit Golden Nugget employees and their immediate families from being or becoming eligible for membership in the Club.
- Golden Nugget reserves the right at any time to request confirmation of ID and such additional identifying information which Golden Nugget determines necessary in its sole discretion.
- Each Member is responsible for selecting a confidential Personal Identification Number (PIN) for keeping it secure. Each Member is responsible for maintaining the confidentiality of his or her PIN. Members are solely responsible for keeping all contact information up to date and notifying Golden Nugget of any name, address, e-mail address, or Telephone number changes to continue to receive information relating to the Club. Members' personal information will be subject to the terms of the Golden Nugget Privacy Policy which may be found by clicking the foregoing link.
- Through participation in the Club, Members may, depending on casino location, have the right to accrue points redeemable for Free Slot Play (does not apply to Golden Nugget Atlantic City), "Comp Dollars" to be used in authorized outlets or as part of other authorized programs, and/or other rewards which may be made available from time to time (collectively "Club Benefits") based on slot and select live casino gaming play performed by a Member while the Member is using his/her Club card. Club Benefits and any other benefit or offer have no cash value. The specific Club Benefits and rate at which Club Benefits are earned vary depending on several factors, including without limitation (i) the gaming device or select live game played, (ii) the length of time a Member participates in gaming, (iii) the amount wagered by a Member, (iv) the Golden Nugget property at which you are conducting your gaming, and (v) the level of the member's Club Card. Golden Nugget may revise the method and terms for earning Club Benefits for one or more properties at its discretion. The current schedule for earning Club Benefits is available at each Golden Nugget property's 24K Select Club Booth. Club Benefits may not necessarily be earned on any Free Slot Play coupons, Free Table Bet vouchers, Promo Chips or any other form of free play offered. Currently, no benefits may be earned through wagering on any online gaming websites operated by Golden Nugget. Comp Dollars will accumulate in a single account across all Golden Nugget properties. Tier Points will accumulate in a single account across all properties.
- You can use your Comp Dollars 1:1 at any participating Landry's, Inc. restaurant location throughout the United States and at other non-gaming outlets across all Golden Nugget Properties, subject to property rules (see property for details). When you use your Comp Dollars at an off-property Landry's restaurant, you may redeem up to \$300 per cardholder per day, or \$1,000 per day at Mastro's (exclusions apply; including for all restaurants in NJ, NY, and PA; see property or restaurant for details). Banquets may not be eligible for Comp Dollar redemption; see property or restaurant for details. When you redeem at a Landry's, Inc. restaurant at a Golden Nugget property, you may redeem all available Comp Dollars (\$300 limit per person per day at Golden Nugget Laughlin). At all off-property (outside of Golden Nugget Hotel & Casino properties) Landry's, Inc. restaurants, you must redeem a minimum of \$5 in Comp Dollars. You must have your valid 24K Select Club Card and your valid state ID to redeem your Comp Dollars. Your ability to use Comp Dollars for the purchase of liquor, beer and wine is subject to local and state laws which may be in effect from time to time, as we may determine in our sole discretion. Yak & Yeti Quick Serve, Build-A-Bear®, Build-A-Dino®, Paleo Zone at T-REX Cafe, Morton's in Saratoga, NY, Rainforest Niagara Falls, Chick-fil-A Galveston and International locations (except Toronto and British Columbia, Canada) are not included in this program. Comp Dollars cannot be used to purchase Landry's Gift Cards and cannot be used for tax and tip.
- From time to time you may be presented with the opportunity to participate in certain benefits, offers or special promotions made available by third party companies ("Third Parties") to Club members (e.g., rental cars, hotels and various products). Providing you with any Third Party Offer should not be deemed to be or construed as an endorsement by Golden Nugget of the products or services offered, nor any warranty, whether express or implied, as to such products or services. Golden Nugget is not responsible for, or liable to you for, and you hereby expressly waive, any claims by you against Golden Nugget arising out of or in connection with the products or services offered or provided by such Third Parties companies that you may choose to do business with through the benefits, offers or special promotions made available to Club members.
- Golden Nugget may introduce other promotions or programs that operate in association with the Club, including but not limited to programs offered by non-gaming affiliates of Golden Nugget.
- All rules, conditions and procedures for these promotions or programs will be subject to and detailed in the terms and conditions of each specific associated promotion or program.
- Golden Nugget may impose certain maximum limits on the number of Comp Dollars accrued in any given Member's account at one time, which may be changed from time to time and may vary among Golden Nugget properties. Upon a Member reaching the maximum limit of accrued Comp Dollars in such Member's account, as long as the maximum amount remains in the account, no additional Comp Dollars will be earned. After the use of all or a portion of any accrued Comp Dollars resulting in a Comp Dollar balance below the maximum limit, the Member will be able to accrue additional Comp Dollars up to maximum through subsequent play. The current maximum limits on accrued Comp Dollars imposed by Golden Nugget may be obtained from the 24K Select Club Booth at each property. See property for details on policy.
- Complimentary services are extended to Members at the discretion of management and may be revoked at any time.
- Club Benefits discrepancies must be brought to the attention of a Club representative immediately. Golden Nugget may, at its sole discretion, adjust any Club Benefit balance due to equipment malfunction, operational errors, improper use or other use in violation of the Terms of a Club card.
- Comp Dollars that have been earned and accrued must be used within twelve (12) months following the date that they are earned. Any unused Club Benefits will expire following such period without prior notice.
- It is the Member's responsibility to properly use his/her Club card. When playing slots, Members are solely responsible for inserting their Club card into the machine and confirming that the Club card has been read. When playing eligible live games, Members are solely responsible for presenting their Club card prior to wagering and ensuring that a supervisor is aware of level of wagering while playing.
- Golden Nugget is not responsible for lost, stolen, or misused cards, Comp Dollars, Club Benefits or any other program related offers.



5 Casinos | 500+ Restaurants | One Card

## TERMS AND CONDITIONS

- Membership is non-transferable and program benefits, including without limitation, Club Benefits, may not be sold, traded, bartered or otherwise transferred, including upon death or divorce of the Member. In addition, only the Member may personally accrue Club Benefits. A Member may not accrue Club Benefits by distributing his or her card to other players. Permitting another person to use your card is strictly prohibited and is grounds for revocation of Club privileges and all accrued and future benefits.
- Any misuse of the card or improper play as determined by Golden Nugget in its sole discretion may result in the forfeiture of all Club Benefits and any other Member benefits and may result in the cancellation of a Member's eligibility to participate in the Club.
- Subject to applicable laws, Golden Nugget may either terminate or suspend membership benefits of Members who (i) have been issued credit and are in default in repayment of that credit, (ii) have had a check cashed and returned for non-payment, or (iii) are in any other way delinquent with respect to payments or indebtedness owed to Golden Nugget. If the suspended Member becomes current on all payments owed to Golden Nugget, Golden Nugget may reinstate the Member's membership benefits and Reward Credits; however, the decision whether or not to reinstate such membership benefits, Club Benefits, and/or comps is at the sole discretion of Golden Nugget. Members who qualify for gaming-related allowance programs which may result in reduction of the Member's gaming indebtedness are not eligible to earn additional points in the Club; any such allowance/reduction in indebtedness to Golden Nugget may also result in a proportionate reduction in any Club Benefits previously earned, at the discretion of Golden Nugget and subject to any necessary regulatory approval.
- The Club, and all Member benefits provided under these Terms, are offered at the discretion of Golden Nugget. Golden Nugget reserves the right to amend or modify these Terms and Conditions, in whole or in part, at any time, for any reason. Golden Nugget may also send notification of any changes to Members for whom Golden Nugget has valid email addresses, though Golden Nugget is under no obligation to do so. If a Member does not agree to abide by the revised Terms, then the Member's sole remedy will be to discontinue his/her further membership in the Club. Without limiting the foregoing, this means that Golden Nugget may, at any time, among other things, (a) amend, modify, supplement or revoke any part(s) of the these Terms, (b) cancel, modify, forfeit or revoke any Member's status, Club Benefits, or other benefits, (c) change the structure or terms of any benefits or programs or promotional offers, (d) adjust point or tier credit balances and/or otherwise restrict the continued availability of any awards or benefits, (e) shorten the period allowed by Golden Nugget for you to utilize your benefits prior to their expiration, (f) suspend or revoke the use of any offers or rewards (including without limitation Cash Back, Free Play, and Comp Dollars) at any time.
- Any and all applicable taxes relating to the Club Member receiving any awards is the sole responsibility of the Member.
- All Club membership cards are, and shall at all times remain, the property of Golden Nugget, and must be returned immediately upon request of Golden Nugget.
- All decisions regarding the interpretation of these Terms, any promotion or program rules, eligibility, Club Benefits accumulation, or other matter relating to the Club lie solely with Golden Nugget management whose decisions shall be final and binding. Golden Nugget management will resolve any dispute or situation not covered by these Terms and that decision shall be final and binding. If it is determined that a Member was improperly denied a credit, benefit or award, the Member's sole and exclusive remedy shall be the issuance of the improperly denied credit, benefit or award, if available, or such other alternative comparable benefit as determined by Golden Nugget management, and Golden Nugget shall not have any additional liability whatsoever. In no event shall Golden Nugget be liable to any Member, or anyone claiming through a Member, for any indirect or consequential damages, or lost revenue or profits, claimed to arise out of the acts or omissions of the Program management or any participating Golden Nugget in connection with the Program.
- These Terms and Conditions, and the relationship between Members and Golden Nugget, shall be governed by, and interpreted solely and exclusively in accordance with the internal laws of the State of Texas applicable to contracts made and performed in the State of Texas, without regard to principles of conflicts of laws; provided, however, that these Terms and Conditions shall be subject at all times to any rules or regulations of the applicable governmental authority having jurisdiction over the property at which a Member participates.
- Any dispute relating to the Club or these Terms must be addressed first to Golden Nugget via Customer Service to seek resolution through consultation and good faith negotiations which shall be a precondition to either party initiating any formal legal action. Notwithstanding the foregoing, members acknowledge and agree that Golden Nugget's records shall be the final authority in determining any gaming activity or other transactions with Golden Nugget and that Golden Nugget is not required to consider any dispute a Member may have with regard to Golden Nugget's decisions in such matters. This provision does not prejudice any rights or remedies a Member may have at law or in equity.
- Any disputes not resolved as described above shall be adjudicated in the state or federal courts located in Harris County, Texas. The parties expressly consent to the exclusive jurisdiction of such courts, irrevocably consent to personal jurisdiction in such courts, and hereby waive, for all purposes, their right to challenge the lack of personal jurisdiction of such courts over any disputes arising in connection with, out of, or as a result of these Terms or any participation in the Club.
- Members and Golden Nugget further agree that any disputes shall be conducted in their individual capacities only and not as a class action or other representative action, and they expressly waive their right to file a class action or seek relief on a class basis.
- If any of these Terms are found to be invalid, all other provisions herein shall remain in effect.
- Nothing herein shall be deemed to contradict any applicable gaming regulatory requirements in any applicable jurisdiction or to prevent the applicable gaming regulatory authorities having jurisdiction over such dispute from adjudicating or resolving any dispute relating in any way to the Club or these Terms in accordance with applicable laws and regulations. Regulatory player bans and self-exclusions at any Golden Nugget location will be recognized across the company.
- Golden Nugget shall have the right to assign its rights, obligations and interests in and to these Terms at any time to any person or entity, and Member will be deemed to have consented to such assignment. Without limiting the foregoing, Golden Nugget's right to assign these Terms shall include the right to assign these Terms to a third party in connection with any merger, consolidation, a sale of all or a portion of the ownership interests in one or more entities comprising Golden Nugget (whether now or in the future) or a sale of one or more properties owned or operated by Golden Nugget (whether now or in the future).
- Gaming offers are generally based on historical play. Therefore, in the event of a mailing, printing or other error resulting in an offer not substantiated by prior gaming play, the incorrect offer may be voided. In such event, Golden Nugget, in its sole discretion, reserves all rights to void, replace or substitute this offer.
- Golden Nugget Atlantic City Only: For Chairman Members, \$10 Comp Dollars per person will be deducted from Member's account for entry into the Chairman's Club. Maximum of three guests allowed per member. Must earn a minimum of \$1 Cash Back or Comp Dollars before they can be redeemed. Comp Dollars are valid for 12 months from the day they are earned. Rewards and offers are based upon most recent rated play. Individuals prohibited from gambling by the NJCCC are not eligible for a 24K Select Club Card. Free Slot Play cannot be cashed out and must be wagered or abandoned. Downloaded Free Slot Play will expire after one gaming day. Golden Nugget is not responsible for abandoned Free Slot Play or Cash Back once credited to the machine. All offers and events are subject to change or cancellation at management's discretion. Must show qualifying play on date of event to be eligible for future offers. Must not be on any exclusionary list.
- Gambling Problem? Call 1-800-522-4700. In Louisiana: 1-877-770-STOP.