

## **Wynn Slots Terms of Service**

THESE TERMS OF SERVICE REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURT OR JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. PLEASE REVIEW THEM CAREFULLY BEFORE YOU USE THE SITE OR APP.

### **1. Acceptance of the Terms.**

Welcome to the Wynn Slots website, provided by Wynn Social Gaming, LLC (“Wynn Social”, “us”, “we”, “our or “Company”). These Terms of Service (“Terms”) govern your use of our website at <https://wynnslot.com> and any related social sites (collectively, the “Site”), including but not limited to, Facebook, the Wynn Slots App (“App”), or any of the services offered on the Site or the App (collectively, the “Service”). BY ACCESSING, DOWNLOADING, OR USING THE SITE OR THE APP, YOU REPRESENT THAT YOU: (A) HAVE READ, UNDERSTOOD, ACCEPT, AND AGREE TO BE BOUND BY THESE TERMS; AND (B) ARE AT LEAST 21 YEARS OF AGE. IF YOU DO NOT WISH TO BE BOUND BY THE TERMS OR ARE NOT AT LEAST 21 YEARS OF AGE, YOU MAY NOT ACCESS OR USE THE SITE OR THE APP.

The Service is provided by Wynn Social in conjunction with Torpedo Labs (“Developer”), a provider of social gaming platforms and games. The games offered for play on this Site or App are for amusement purposes only. This Service does not offer real money gambling. Your success at the games offered by this Service is in no way indicative of any future success at real money gambling.

We have the right, but not the obligation, to take any of the following actions without providing any prior notice to you:

- change or terminate all or any part of our Service;
- restrict or terminate your access to all or any part of our Service; or
- refuse, move, or remove any content that is available on the Site or App and any material that you submit to the Site or App.

If at any time you do not agree to any portion of the Terms, your permission to use the Service shall immediately terminate and you must immediately stop using the Service.

The Terms consist of the terms and conditions on this page, as well as the terms included in any additional policies provided on the Site or App which are hereby incorporated into these Terms by reference. Capitalized words and terms that are used, but not defined, in this document or in a particular policy may be defined elsewhere in the Terms. Please read these Terms (including the additional policies) carefully, as they govern your use of the Service.

### **2. Eligibility**

You are expressly prohibited from using the Site and App if you:

- Are under 21 years of age;
- Are a resident of the European Economic Area, United Kingdom, People’s Republic of China or Macau SAR;
- Reside in a jurisdiction in which use of the Services is prohibited; or

- Are otherwise prohibited from using the Services by any law, regulation, or rule.

If you are prohibited from using the Site or App, you must navigate away or cease use of the Site and App immediately.

### **3. Privacy Policy.**

By accessing or using the Site or App, you agree that you have reviewed and consent to our Privacy Policy, available at <http://www.wynnslot.com/doc/wlv-privacy-policy.pdf?v=v2>. You expressly consent to our collection, use, storage, and sharing of your personal information as described in our Privacy Policy.

### **4. App Terms and Other Rules.**

Software applications for mobile devices, unless provided under a different license agreement, are also subject to these Terms.

Your use of the Site and App is also governed by any additional policies and guidelines that may be posted from time to time on the Site or App.

### **5. SPECIAL TERMS PROVIDING EXPRESS CONSENT TO RECEIVE CALLS AND TEXT MESSAGES**

By agreeing to these Terms of Service, you expressly consent to the following additional conditions regarding being contacted via email or text message:

You warrant and represent to Wynn Social that you are either the account owner of any mobile or residential phone numbers you provide to us, or you have the express permission of the account holder to provide such numbers (“Provided Numbers”).

You expressly consent that Wynn Social and/or any of its affiliated companies, including without limitation, Wynn Las Vegas, LLC or Wynn MA, LLC, may call any Provided Number or text any Provided Number with account, marketing and advertising messages made using an automatic telephone dialing system or an artificial or prerecorded voice to any mobile or residential phone numbers you provide to Wynn Social or to any of its agents.

You also understand that consent to receive calls and text messages is not a requirement for your use of this Website. You may obtain more information by texting “HELP” or revoke your consent at any time by responding “STOP” to the message or contacting Wynn Social at: [webmaster@wynnlasvegas.com](mailto:webmaster@wynnlasvegas.com).

### **6. Access to the Service.**

To use the Service, you must download and install the App. You may then register and create an account (“Account”). To be eligible to create an Account, you must be at least 21 years old. When you set up your Account and/or to redeem certain Rewards or Loyalty Rewards (as defined below), you will be required to create log-in credentials by providing certain types of personal information (“Login Credentials”). For more information on the types of personal information we will collect in order to create your Login Credentials, please review our Privacy Policy. You are responsible for maintaining the confidentiality of your Login Credentials, and are solely responsible for all activities that occur using your Login Credentials. You agree not to allow a

third-party to use your Login Credentials at any time. We reserve the right to terminate any username and password, which we reasonably determine may have been used by an unauthorized third-party, including without limitation, terminating any Virtual Currency (as defined below), Rewards or Loyalty Rewards associated with the Account. You agree to provide true, accurate, current and complete Login Credentials. If you provide any information that is untrue, inaccurate, incomplete or not current, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, we have the right to refuse any and all current or future use of the Service (or any portion thereof). You understand that on certain of our Sites your user ID number, name and profile picture will be publicly available and that search engines may index your name and profile photo.

You may also link your Account with certain third-party sites, including, but not limited to, Facebook through which you connect to the Service or have an account with the applications provider for your mobile device (each an "SNS"). By accessing the Service through an SNS, you authorize us to access and use any and all information that you have configured such SNS to make available to third-party service providers in connection with providing the Service, and to post notifications to your Account on the SNS regarding your use of the Service. PLEASE NOTE THAT YOUR RELATIONSHIP WITH AN SNS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH SNS.

## **7. Requirements for use of the Service.**

You agree to the following requirements for use of the Service:

- You shall not create an Account or access the Service if you are under the age of 21;
- You shall monitor your Account to restrict use by minors, and you will deny access to individuals under the age of 21. You accept full responsibility for any unauthorized use of the Service, including without limitation by persons under 21 years of age, in connection with your Account. You are responsible for any use of your credit card or other payment instrument (e.g. PayPal and Facebook Credits) by any individual under the age of majority in the state or jurisdiction in which he or she resides;
- You shall not have more than one Account at any given time, and shall not create an Account using a false identity or information, or on behalf of someone other than yourself;
- You shall not create an Account or use the Service if you are a convicted sex offender;
- You shall not have an Account or use the Service if you have previously been removed by us or previously been banned from playing any Wynn Social game;
- You shall not use the Service if you are located in a country embargoed by the United States or if you are on the U.S. Treasury Department's list of Specially Designated Nationals.
- You shall use your Account only for non-commercial purposes;
- You shall not use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spim and spam) to anyone;
- You shall not use your Account to engage in any illegal conduct;
- You shall not sublicense, rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account, any Virtual Currency or any Reward associated with your Account to anyone without our written permission;
- You shall not access or use an Account or Virtual Items that have been sublicensed, rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the original Account creator without our written permission; and

- If you access the Service from an SNS you shall comply with its terms of service/use as well as these Terms.

We reserve the right to terminate any Account which we reasonably determine may have been used in violation of these requirements, including without limitation, terminating and cancelling any Virtual Currency, Rewards or Loyalty Rewards associated with the Account. You agree that in the event of such termination, any canceled Virtual Currency shall have no monetary value.

## **8. Agreement to Follow Applicable Laws**

You certify that you will comply with all applicable laws (e.g., local, state, and federal laws) when using the Service as permitted and in accordance with this Agreement. You will be responsible for any cost, expense, fee, liability of any kind, and attorney's fees that Wynn Social or its affiliates incur if you break the law, misuse the services or information Wynn Social provides, or breach this Agreement. And if you break the law, misuse the services or information Wynn Social provides, or breach this Agreement, you acknowledge and agree that you will reimburse, indemnify, and hold harmless Wynn Social, its subsidiaries, its affiliated companies, and the employees, directors, officers, and agents of all aforementioned companies, from any money damages, costs, expenses, losses, liabilities, and attorney's fees resulting from any claim, threat, demand, suit, or investigation brought by another person, entity, or government. Without waiving any of these rights, Wynn Social may at its sole discretion defend itself against any such claim, threat, demand, suit, or investigation without your consent. All of your obligations in this paragraph survive and continue after any termination of this Agreement.

## **9. Account and Password Security.**

During the process of creating an Account to access the Service or to participate in certain services offered in the App, you may be required to select a password or to allow us to access your Account from a SNS ("Login Information"). The following rules govern the security of your Account and Login Information. For the purposes of these Terms, references to Account and Login Information shall include any account and account information, including user names, passwords or security questions, whether or not created for the purpose of using the Service, that are used to access the Service (for example, account information for a SNS account from which the Service is accessed):

You shall not share your Account or Login Information, nor let anyone else access your Account or do anything else that might jeopardize the security of your Account. We will not ask you to reveal your password and will not initiate contact with you asking for answers to your password security questions;

In the event you become aware of or reasonably suspect any breach of security, including, without limitation any loss, theft, or unauthorized disclosure of your Login Information or unauthorized access to your Account, you must immediately notify us at <http://www.wynnslot.com/contact> and modify your Login Information;

You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of your Login Information, including purchases, whether or not authorized by you;

You are responsible for anything that happens through your Account, whether or not such actions were taken by you. You therefore acknowledge that your Account may be terminated if someone else uses it to engage in any activity that violates the Terms or is otherwise improper or illegal.

You undertake to monitor your Account to restrict use to any other person. You accept full responsibility for any use of the Service or your Account by any third-party, and you acknowledge that you are responsible for any use of your credit card or other payment instrument (for example, Paypal) by any individual. We reserve the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third-party that a username violates the third-party's rights.

You understand that your user ID number, name and profile picture will be publicly available and that search engines may index your name and profile photo. We reserve the right to remove any profile picture at any time and for any reason including but not limited to, claims by a third-party that a profile pictures violates the third-party's rights.

Any personal information you provide to us when creating or updating your Account, which may include your name, birth date, e-mail address, and, in some cases, payment information, will be held and used at our discretion, including being shared with our subsidiary and affiliated companies and third-party partnerships for any use which they see fit and is permissible by applicable law. You agree that you will supply accurate and complete information to us, and that you will update that information promptly after it changes.

#### **10. Use of Interactive Areas.**

The Service may allow you to submit, post or upload videos, images, files, information, postings, tags, comments, messages, and other text ("Content"). The Services also may contain areas that allow for user interaction, including blogs, forums, bulletin board services, chat areas or other message and communications features ("Interactive Areas"). You are entirely responsible for all content that you upload, post, email or otherwise transmit via the Service. You agree to post only messages, comments or other information that are proper, lawful, and related to the particular Interactive Area. In addition, but without limitation, you may not post Content or engage in any other activity on the Service that:

- defames, threatens, abuses or otherwise violates the legal rights of others;
- is harmful to children, profane, obscene, indecent or racially or ethnically offensive;
- infringes another's rights to intellectual property, publicity, or privacy;
- collects or stores personal information about other Site users;
- contains advertisements, promotions, commercial solicitations, contests or surveys (unless you have written consent from us to do so);
- contains, transmits or disseminates spam, chain letters, or information intended to assist in the placement of a bet or wager;
- contains, transmits or disseminates viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another's computer, the Service, or any software, hardware or other related equipment;
- disrupts or otherwise interferes with the Service or the networks or servers used by us;
- impersonates any person or entity or misrepresents your connection or affiliation with a person or entity; or
- constitutes illegal activity or promotes illegal activity.

We reserve the right (but not the obligation) to review, edit, or delete any Content you post to this Site or App and to terminate your access to the Service or to any Interactive Area at any time without notice for any reason whatsoever. Without limiting the generality of these Terms, the following actions are examples of behavior which violates these Terms and may result in terminating your access to the Service or to any Interactive Area:

- Posting, transmitting, promoting, or distributing any content that is illegal;
- Harassing or threatening any other user of the Service or any employee or agent of Wynn Social, including without limitation, making false complaints or reports, posting or communicating any user's personal information;
- Impersonating another person or attempting to mislead users by indicating that you represent Wynn Social or its affiliates in any way;
- Attempting to obtain a password, other account information, or other private information from any other user;
- Uploading or transmitting, or attempting to upload or transmit, any material that acts as a passive or active information collection or transmission mechanism;
- Using or launching any automated system, including, without limitation, any spider, bot, cheat utility, scraper or offline reader that accesses the Service, or using or launching any unauthorized script, emulator or other software;
- Using a false e-mail address or otherwise disguising the source of any content that you submit within the Service, or using tools which anonymize your internet protocol address;
- Interfering or circumventing any security feature or any feature that restricts or enforces limitations on use of or access to the Service;
- Attempting to sell, barter, exchange, or trade any part of a Virtual Currency, Reward or account access in exchange for real currency or items of monetary or other value;
- Attempting to set up multiple accounts regardless of how many devices User may have; and
- Engaging in cheating or any other activity which conflicts with the spirit of the Service.

#### **11. Submissions to Interactive Areas and Licensing of Content.**

You acknowledge that all Interactive Areas are public and not private communications; therefore, any information or Content you post to an Interactive Area may be read by others. We recommend that you avoid posting or otherwise disseminating any personally identifiable information in the Interactive Area.

We do not endorse or control the Content, messages or information found in any Interactive Area and, therefore, we specifically disclaim any liability with regard to the Interactive Areas and any actions resulting from your participation in them. You acknowledge and agree that we may archive, preserve, store or use any submissions to the Service, including any Content or Metadata you submit, post or upload to the Service, and may also disclose submissions if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) comply with state or federal laws, regulations, or guidelines; (iii) enforce these Terms; (iv) respond to claims that any submission violates the rights of third parties; or (v) protect the rights, property, or personal safety of us, the Service, its users and the public.

You agree that any Content published by you through the Service is done so through the use of technology and tools provided by us. You agree that you are publishing such Content willingly and you represent that you own such Content, that you have all rights to publish said Content, and that our use of such Content will not infringe the intellectual property rights of any third-party,

or constitute defamation, slander, or libel, or invade any third-party right of privacy or publicity, and that your publishing of the Content complies with all applicable laws. You understand and agree that you may not distribute, sell, transfer or license this Content and/or application in any manner, in any country, or on any social network, or other medium without our explicit prior written permission. You grant Wynn Social Gaming the right to act as an agent on your behalf as the owner of the Site and App and the Service's operator.

By submitting Content to the Interactive Areas, or otherwise to the Service or us or our affiliates (including, without limitation, via email), you agree that such Content and any geographical identification metadata (geotags) or other metadata, attributes, features or characteristics relating to the Content ("Metadata") is non-confidential for all purposes. If you submit, post or upload any Content to the Service or if you submit any business information, idea, concept or invention to us or the Service, you automatically grant, or warrant that the owner of such Content or intellectual property has expressly granted, us a royalty-free, fully paid-up, perpetual, irrevocable, world-wide, nonexclusive license to use, copy, process, adapt, transmit, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, display and sublicense the Content and Metadata relating to the Content in any media or medium, or any form, format, or forum now known or hereafter developed (the "License"). You agree that this License includes the right for us to make such Content available to other companies, including such third-party companies with which we enter into partnership agreements, organizations or individuals who partner with us for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to these Terms regarding Content use. If you wish to keep any Content, information, Metadata, ideas, concepts or inventions private or proprietary, do not post or submit them to the Interactive Areas, us or the Service. You agree that in the event we receive any royalties, compensation or other payments associated with exercising the rights granted to it under the License, you shall not claim any right to any portion of such royalties, compensation or other payments. You further agree that we may, at its sole discretion, use any Content for which we have a License in a manner that may link to, refer to or reference your name, such as use of your Content on the Service or an affiliated or partner website.

Subject to your agreement and compliance with these Terms, we grant you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited permission to access and use the Service solely for your own, personal, private, non-commercial entertainment purposes and for no other purpose whatsoever. You hereby acknowledge that your license to use the Service is limited by these Terms, and, if you violate or if, at any point, you do not agree to any of these Terms, your license to use the Service shall immediately terminate, and you shall immediately refrain from using the Service. If the Service or any part thereof is determined to be illegal under the laws of the country or state in which you are situated, you shall not be granted any permission to use the Service, and must refrain from using the Service.

## **12. Requirements for Virtual Currencies and Goods.**

The Service may include an opportunity to obtain, accumulate, manage, and purchase virtual, in-game currency and other digital and/or virtual assets, including coins or credits (the "Virtual Currency") that may require you to pay a fee using real money to obtain the Virtual Currency. Virtual Currency represent a nontransferable limited right to utilize certain features of the Service, have no monetary value, and can never be transferred or redeemed for real money, goods, or any other item of monetary value from Wynn Social or any other party. You understand that you have no right or title in the virtual in-game items, spins or Virtual Currency, regardless of the term "win", "buy", or "spend" or other terms we may use in relation to the issuance and use of Virtual Items.

Your purchase of Virtual Currency is final and not refundable, transferable or exchangeable, except at our sole discretion. You may not purchase, sell, or exchange Virtual Currency outside the Service. Doing so is a violation of the Terms and may result in termination of your Account and/or legal action taken against you. We retain the right to manage, control, modify and/or eliminate Virtual Currency or any other form of virtual currency at our sole discretion. Prices and availability of Virtual Currency are subject to change without notice. Virtual Currency may only be held by legal residents of countries and states where access to and use of the Service are permitted. If you are located in the State of Washington, you cannot purchase additional Virtual Currency, but may earn them within the App.

Virtual Currency may only be purchased or acquired from us and through means we provide on the Site or App, or otherwise expressly authorize. You agree and acknowledge that we may deny or place limitations or restrictions on any purchase, issue, or redemption of Virtual Currency, individually or with respect to general volume, at any time and for any reason. We may halt, suspend, discontinue, or reverse any Virtual Currency transaction (whether proposed, pending or past) in cases of violation of these Terms, actual or suspected fraud, violations of other laws or regulations, or deliberate disruptions to or interference with the Service, or the service of any affiliated or related third-party. When you purchase Virtual Currency, they will reside in your Account until discharged through use of the Service. Virtual Currency are lost upon any termination of your right to use the Service. When purchasing Virtual Currency or other content as may be made available, you agree to pay us the applicable charges for your purchase, including applicable taxes, using a valid credit card or other payment method we may accept in accordance with the billing terms and prices in effect at the time the fee or charge becomes payable. All sales of Virtual Currency and/or other content are final.

You are responsible for and agree to reimburse us for all reversals, charge-backs, claims, fees, fines, penalties and other liability incurred by us (including costs and related expenses) that were caused by or arising out of payments that you authorized or accepted. You understand that we may suspend or terminate your Account if for any reason a charge you authorize us to make to your credit card or other method of payment cannot be processed or is returned to us unpaid and, if such event occurs, you shall immediately remit to us payment for such charge through an alternative payment method.

### **13. Wynn Social Rewards.**

You may obtain virtual gems, VIP points, VIP levels or other items (“Rewards”) as an additional benefit as you reach different levels, are awarded bonuses within games or tournaments, purchase virtual goods or at other times, all at our sole discretion. Rewards have no cash value, are not transferable, may not be substituted, and may only be used for the purpose intended and stated within the Site or App. We may, at our sole discretion, make goods and services or discounts available to you in exchange for the redemption of your Rewards (“Loyalty Rewards”) at an exchange rate determined by us, which exchange rate is subject to change without notice. You may obtain VIP points through various activities such as collecting daily rewards, completing specific in-app quests or by making purchases. Your VIP points will determine your VIP Level which unlocks Loyalty Reward redemption opportunities. Your ability to redeem your Loyalty Rewards for certain goods and services or discounts may be determined by the VIP Level you have achieved or maintained in the immediately preceding 90 days in addition to any other Reward (e.g., how many gems you have). We may, at our sole discretion, change the manner in which you accumulate gems, VIP points, VIP Level thresholds and the associated Loyalty Rewards redemptions without notice. Goods and services or discounts redeemed in exchange



for Loyalty Rewards must be used within the valid dates as stated for the applicable good, service or discount and in accordance with the applicable Terms and Conditions.

For a Loyalty Reward redemption for The Buffet pass, Loyalty Reward is limited to one (1) complimentary pass for you to The Buffet for the date specified in the reservation, is valid one (1) time only and is for general admission and seating. Blackout dates may apply, subject to availability. Alcoholic beverages, Endless Pour Package, VIP Buffet Package and gratuities are not included with the Loyalty Reward. Any additional beverages or food items consumed beyond offer allowance will be charged and taxed accordingly. You will receive a sixteen (16) digit code associated with your pass, which must be shown to cashier on the day of the reservation during normal hours of operation of The Buffet for redemption. If you chose to redeem a guest pass, your guest will be included in your reservation and your reservation code will be valid for two (2) persons to enter The Buffet. You and your guest must enter at the same time or the guest pass will be void and non-refundable. The maximum reservations used in a calendar month may vary depending on your VIP Level; however, you cannot make more than one (1) reservation for The Buffet for any single day nor have more than one (1) reservation for the Buffet on the App at any given time. You may book one reservation, complete the reservation and then book a separate reservation, or you may cancel an existing reservation in accordance with cancellation policies and book a new reservation. If you choose to redeem a guest pass, your reservation will count as two (2) redemptions for purposes of maximum allowable monthly redemptions. This offer is non-transferable, may not be substituted or combined with any other offer, and has no cash value. Once you have redeemed a Loyalty Reward for a pass to The Buffet: (i) if you cancel the Loyalty Reward (i.e. cancel The Buffet reservation) at least 24 hours prior to the applicable reservation, you will be refunded 100% of the gems used in the original redemption and the gems will be credited back to your account; or (ii) if you do not cancel the Loyalty Reward at least 24 hours prior to the applicable reservation, you will not receive a refund of any of the gems used in the original redemption.

For a Loyalty Reward redemption for a room, reservations are limited to Wynn Las Vegas Deluxe Resort Rooms, subject to availability, limited to single or double occupancy, and are only available on select dates as displayed on the Site or App. Blackout dates may apply. The number of consecutive nights you may book per trip depends on your VIP Level and is subject to change at our sole discretion. Room upgrades are not available for reservations booked using Loyalty Rewards. You may only have one (1) reservation for rooms on the App at any given time; you may book one, complete the stay and then book a separate reservation, or you may cancel an existing reservation in accordance with cancellation policies and book a new reservation. If room nights are purchased beyond the complimentary room nights booked under a Loyalty Reward redemption, a daily resort fee of \$45 plus tax may be added to your room account for each complimentary and purchased room night, which entitles you to receive complimentary fitness center access for two (2) each day, local and long distance phone calls, access to digital daily newspapers and magazines, priority access to Wynn nightclubs for tickets purchased through Wynn Concierge, and in-room Internet access. The total shown from your online reservation does not include this daily fee. This offer is non-transferable, may not be available over holidays, may not be combined with any other offer, and has no cash value. Offer is not valid for any group bookings, conventions or existing reservations, and is non-commissionable. A \$50 surcharge per guest shall be added for each guest exceeding the two (2) person limit. If room nights are purchased beyond the room nights booked using Loyalty Rewards, a deposit of the first night of room and tax will be charged at the time of booking and cancellations must be received at least 72 hours prior to arrival date or deposit (if applicable) will be forfeited. Once rooms have been booked using Loyalty Rewards, a refund or return of Loyalty Rewards may only be processed through the App by clicking the "Cancel Reservation" button. A valid credit card authorized to

cover room (if applicable), resort fees and tax, plus \$150 a night for incidentals must be presented upon check-in. Once you have redeemed a Loyalty Reward for a room: (i) if you cancel the Loyalty Reward (i.e. cancel a room reservation) at least 72 hours prior to the applicable reservation, you will be refunded 75% of the gems used in the original redemption and the gems will be credited back to your account; or (ii) if you do not cancel the Loyalty Reward at least 72 hours prior to the applicable reservation, you will not receive a refund of the gems used in the original redemption.

Participants and their guests must be at least 21 years of age. Any player redeeming a Loyalty Reward in violation of these Terms or any hotel policy will have their Account immediately terminated, their reservation(s) cancelled and will forfeit any associated deposits and Loyalty Rewards. Wynn Social reserves the right to cancel, suspend or modify this offer at its sole discretion. This offer is property of Wynn Social and cannot be published or posted on any third-party websites without the prior written approval of Wynn Social. Employees of Torpedo Labs, Wynn Resorts™ or their affiliates who choose to play the Service are not eligible to receive a Loyalty Reward. This offer is subject to all applicable federal, state and local laws and regulations. Problem Gambling HelpLine (800) 522-4700. Know Your Limits®.

#### **14. Disclaimers; Limits on Liability.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT LIMITING ANYTHING ELSE IN THESE TERMS, IN NO EVENT WILL WYNN SOCIAL OR ANY OTHER THIRD-PARTY PLATFORM PROVIDER PROVIDING SERVICES TO THE SERVICE (COLLECTIVELY, THE "SERVICE PARTIES") BE LIABLE FOR:

A. PERSONAL INJURY, PROPERTY DAMAGE, THEFT, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF REPORTS, LOSS OF CONTENT, BUSINESS INTERRUPTION, MOBILE DEVICE FAILURE, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; AND

B. DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR YOUR USE OF THE SERVICE, CONTENT, OR ANY RELATED SERVICES.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(A) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND INFORMATION AND MATERIAL IN THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITH RESPECT TO THE SERVICE AND INFORMATION AND MATERIAL IN THE SERVICE, THE SERVICE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SERVICE WILL BE WITHOUT ERROR OR

INVULNERABLE TO VIRUSES, WORMS, OR OTHER HARMFUL SOFTWARE OR HARDWARE. YOU HEREBY ACKNOWLEDGE THAT THE SERVICE MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, WITHOUT LIMITATION, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE SERVICE, TELECOMMUNICATIONS INFRASTRUCTURE, OR DISRUPTION, AND THEREFORE SERVICE PARTIES EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY REGARDING SITE OR APP USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY OR PERFORMANCE CAUSED BY SUCH FACTORS.

(B) THE SERVICE PARTIES MAKE NO WARRANTY THAT: (i) THE SERVICE AND INFORMATION AND MATERIAL THEREIN WILL MEET YOUR REQUIREMENTS; (ii) THE FUNCTIONS CONTAINED IN THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR INFORMATION AND MATERIALS THEREIN WILL BE ACCURATE, RELIABLE, OR AVAILABLE; (iv) ANY ERRORS IN THE SERVICE OR INFORMATION OR MATERIALS THEREIN WILL BE CORRECTED; AND (v) THE SERVICE AND ITS CONTENTS AND SERVER THAT MAKES THE SERVICE AVAILABLE ARE FREE OF ANY VIRUSES OR OTHER HARMFUL COMPONENTS.

(C) ANY MATERIAL, INFORMATION, PRODUCTS OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

(D) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ANY OF THE SERVICE PARTIES OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

(E) NONE OF THE PARTIES OFFERING THE SERVICES AND THEIR AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS ("SERVICE PARTIES") MAKE ANY WARRANTIES ABOUT THE SERVICE AND SERVICES AND WILL NOT BE HELD LIABLE FOR ANY HARMS INCURRED BY EITHER.

EXCLUSIONS AND LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "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."

WAIVER AND RELEASE. IF YOU ARE ACCESSING THE SERVICE FROM NEW JERSEY, YOU: (i) ASSUME ALL RISKS OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE; (ii) IRREVOCABLY WAIVE ALL LOSSES OR

INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) THAT MAY OCCUR AS A RESULT OF YOUR USE OF THE SERVICE; (iii) EXPRESSLY AGREE TO RELEASE AND DISCHARGE THE SERVICE PARTIES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE SERVICE; AND (iv) VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST THE SERVICE PARTIES FOR LOSSES OR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, INCLUDING ANY CLAIM BASED ON ALLEGED NEGLIGENCE ON THE PART OF THE SERVICE PARTIES AND THEIR AGENTS AND EMPLOYEES. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS SECTION, "WAIVER AND RELEASE", AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

### **15. Other Disclaimers**

We are not liable for any downtime, server disruptions, lagging, or any technical or political disturbance to the game play. We are not liable for any acts or omissions made by your internet service provider or any third-party with whom you have contracted to gain access to the server that hosts the Service. Software and Services are provided 'as is' and we make no warranties or representations, 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 Service or infringement of applicable laws and regulations. We expressly disclaim any obligations or promises with regards to the quality and performance of the Service.

We shall not be liable for computer malfunctions, failure of telecommunications service or Internet connections nor attempts by you to participate in any games or activities in Service by methods, means or ways not intended by us. You are solely responsible for any telecommunications devices and services utilized by you to access and interact with Service.

We do not provide advice to players regarding tax and/or legal matters. Players who wish to obtain advice regarding tax and legal matters are advised to contact appropriate advisors and/or authorities in the jurisdiction in which they are domiciled and/or resident.

### **16. Content.**

All offers, invitations, discounts, promotional codes, packages and pricing are subject to change at any time. The information on the Service may contain inaccuracies and typographical errors, including, but not limited to, inaccuracies relating to pricing or availability that are applicable to your transaction. We shall not assume any responsibility or liability for any such inaccuracies, errors or omissions, and shall have no obligation to honor transactions or information affected by such inaccuracies. We reserve the right to make changes, corrections, cancellations and/or improvements to the information on the Service, and to the products, services and packages described on the Service, at any time without notice, including after confirmation of a transaction.

It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, statements, representations, services, and other information provided through the Service. You acknowledge that you may not rely on any content on the Service. We do not endorse or represent the reliability, accuracy or quality of any information, or non-Wynn Social

goods, services or products displayed or advertised on the Service. We make no representations or warranties, express or implied, with respect to the information provided on this Site or App.

#### **17. Third-Party Websites.**

The material and links to third-party websites and resources that may be included on the Service are provided for informational purposes only. Providing links to these sites by us should not be interpreted as endorsement or approval by us of the organizations sponsoring these sites or their products or services. We make no representations or warranties, express or implied, with respect to the information provided on this Site or any third-party website which may be accessed by a link from this Site, including any representations or warranties as to accuracy or completeness. Because we have no control over third-party websites and resources, you acknowledge and agree that we are not responsible for the information and contents of such third-party websites and do not endorse and are not responsible or liable for any content, statements, representations, advertising, products, services or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use or reliance on any such content, information, goods, or services available on or through any such site or resource.

#### **18. Proprietary Rights.**

You acknowledge and agree that content contained in the Service or information presented to you through the Service may be protected by copyright, trademark, or patent law, or other proprietary rights and laws. Except as expressly authorized by us, you agree not to modify, distribute, copy, reproduce or create derivative works based on the proprietary portions of this Site or App, in whole or in part. You may not reverse engineer, decompile, or disassemble the Service or its underlying technologies, except to the extent the foregoing restriction is expressly prohibited by applicable law. Those portions of the Service owned by Wynn Social are the copyright of their respective owner. All rights reserved. You agree that the name "Wynn Social," "Wynn Resorts," "Wynn Las Vegas," "Encore Boston Harbor," "Encore," "Wynn Macau" or any other trademark, trade name or service mark of Wynn Resorts Holdings, LLC or any of its affiliates are trademarks and are property of Wynn Resorts Holdings, LLC (the "Wynn Marks"). You agree not to display or use in any manner the Wynn Marks, without the express prior permission of Wynn Resorts Holdings, LLC.

#### **19. No Reproduction or Resale.**

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## **20. Indemnification.**

You agree to indemnify, defend and hold us, our affiliates and ours and their respective directors, officers, employees, agents, and other partners harmless from and against any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your use of the Service, your connection to the Service, your violation of the Terms or your infringement of any intellectual property or other right of any other person or entity, including any claim that a user submission made by you has caused damage to a third-party.

## **21. Enforcement.**

We do not assume responsibility to you or others for any failure by us to enforce the provisions contained in these Terms.

## **22. Termination.**

You agree that we, at our sole discretion and with or without notice, may terminate your use of the Service (or any part thereof) for any reason, including, without limitation, for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of the Terms, or in the case of any activity by you that may harm our or other users, including, but limited to, fraud, abuse of promotions or privileges, or misuse of the Service or the Service. We may also in our sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. Further, you agree that we shall not be liable to you or any third-party for any termination of your access to the Service.

In addition to the foregoing, we may selectively remove, revoke or garnish Benefits associated with your Account. "Benefits" mean licensed rights granted, awarded, gifted, provided to and/or purchased by you to access and/or use online or off-line elements or features of the Service and/or products, and include but are not limited to paid and free downloadable content, Virtual Currency, digital and/or virtual assets, Rewards, unlockable content, rights of use tied to unlock keys or codes, serial codes and/or online authentication of any kind, and in-game achievements, as well as any Benefits from our brand partners to which you may be entitled due to your use of the Service. If your Account, or a particular subscription for the Service associated with your Account, is terminated, suspended and/or if any Benefits are selectively removed, revoked or garnished from your Account, no refund will be granted, no Benefits will be credited to you or converted to cash or other forms of reimbursement, and you will have no further access to your Account or Benefits associated with your Account or those particular Service.

We, in our sole and absolute discretion, may limit the availability of Benefits to individuals twenty-one (21) years of age and older.

In the event that we terminate your Account, you may not participate in any of the Service again without our express permission. We reserve the right to refuse to keep Accounts for, and provide access to the Service or other services to, any individual. You may not allow individuals whose Accounts have been terminated by us to use your Account.

## **23. General Acknowledgments.**

You acknowledge that we may establish general practices and limits concerning your use of the Service. You agree that we have no responsibility or liability for the failure of the Service and the deletion of other content maintained or transmitted by the Service. We reserve the right at any

time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Service. You further acknowledge that we reserve the right to change these general practices and limits at any time, at our sole discretion, with or without notice.

The terms and conditions of Wynn Social's Privacy Policy are located at <http://www.wynnslot.com/doc/wlv-privacy-policy.pdf?v=v2> and are incorporated herein by reference. In the event of a conflict between the terms of this document and those in the Privacy Policy, the terms of the Privacy Policy shall govern.

#### **24. Intellectual Property (IP) Ownership.**

We and our licensors (including without limitation Wynn Resorts Holdings, LLC) retain all rights in the Service materials (including, but not limited to, applications, software, designs, graphics, texts, information, pictures, video, sound, music, and other files, and their selection and arrangement) (collectively, "Service Materials"). The entire contents of the Service are protected by applicable copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. If you make or provide any suggestion, feedback, idea, or proposal relating to any current or future product or service of ours, including any feature development, enhancement, bug report, or other information ("Feedback") you agree that such Feedback is provided on a non-confidential basis (regardless of any message to the contrary in any accompanying communication), and you agree that by providing us any Feedback you grant us and our successors and assigns an unlimited, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty free, fully paid up right and license (without any obligation) to use such Feedback for any purpose, and to practice any method therein, without payment, attribution, or other compensation to you or any other person.

You shall not, nor shall you cause any other party to modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Service pursuant to these Terms or otherwise exploit any of the Service Materials without our explicit, prior written permission. The foregoing shall not apply to your own User Content that you post through the Service in accordance with these Terms. All other uses of copyrighted or trademark material, including any derivative use, require explicit, prior written permission from us. Any reproduction or redistribution of materials not in accordance with these Terms is explicitly prohibited and may result in the termination of your Service account as well as severe civil and criminal penalties.

We and/or our licensors and affiliates (including without limitation Wynn Resorts Holdings, LLC) own all right, title, and interest, including copyrights and other intellectual property rights, in and to all the Service Materials. You hereby acknowledge that you do not acquire any ownership rights by using the Service or by accessing any of the Service Materials, or rights to any derivative works thereof.

#### **25. Notice and Procedure for Copyright Infringement Claim.**

Pursuant to 17 U.S.C. Section 512, as amended by Title II of the Digital Millennium Copyright Act (the "Act"), we reserve the right, but not the obligation, to terminate your right to use the Service if we determine in our sole and absolute discretion that you are involved in any activity that may be infringing, including alleged acts of infringement, regardless of whether the material or activity

is ultimately determined to be infringing. In addition, we will promptly terminate without notice the Accounts of those determined by us to be “repeat infringers”.

We accommodate and do not interfere with standard technical measures used by copyright owners to protect their materials. In addition, pursuant to 17 U.S.C. Section 512(c), as amended, we have implemented or will implement procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. Our designated agent to receive notification of claimed infringement is:

Wynn Resorts Holdings, LLC  
Attn: Legal Department  
3131 Las Vegas Blvd. South  
Las Vegas, NV 89109

Phone: 702.770.2110

Email: [webmaster@wynnlasvegas.com](mailto:webmaster@wynnlasvegas.com)

We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the designated agent listed above with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (ii) a description of the copyrighted work or other intellectual property that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Service; (iv) your address, telephone number, and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

## **26. DISPUTE RESOLUTION; CHOICE OF LAW**

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

YOU AGREE THAT BY USING THE SERVICE, YOU AND WYNN SOCIAL ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AND WYNN SOCIAL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

You and Wynn Social agree that any and all claims and disputes arising from or relating in any way to the subject matter of these Terms, your use of the Service, or your and Wynn Social’s dealings with one another shall be finally settled and resolved through BINDING INDIVIDUAL ARBITRATION as described in this section. This agreement to arbitrate is intended to be interpreted broadly. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (“AAA”), as modified by this section. The arbitration will be conducted by an arbitration organization or arbitrator that you and Wynn Social both agree upon in writing or that is appointed



pursuant to section 5 of the Federal Arbitration Act. For any claim where the total amount of the award sought is \$10,000 or less, the arbitrator, you, and Wynn Social must abide by the following rules: (i) the arbitration shall be conducted solely based on telephone or online appearances and/or written submissions; and (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in Las Vegas, Nevada. The arbitrator's ruling is binding and may be entered as a judgment in any court of competent jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

There is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited. Neither you nor Wynn Social will be able to have a court or jury trial or participate in a class action or class arbitration. You and Wynn Social each understand and agree that by agreeing to resolve any dispute through individual arbitration, YOU AND WYNN SOCIAL ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ANY DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. The arbitrator may not consolidate the claims of multiple parties.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF SERVICE, YOUR USE OF THE SERVICE, OR YOUR AND WYNN SOCIAL'S DEALINGS WITH ONE ANOTHER MUST BE COMMENCED IN ARBITRATION WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUES. AFTER THAT TWO (2)-YEAR PERIOD, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. SOME JURISDICTIONS DO NOT ALLOW TIME LIMITATIONS OTHER THAN THOSE SET FORTH IN SUCH STATE'S STATUTE OF LIMITATIONS LAWS. IN SUCH CASES, THE APPLICABLE STATUTE OF LIMITATIONS PROVIDED FOR UNDER THE LAWS OF UCH STATE SHALL APPLY.

You and we agree that all challenges to the validity and applicability of the arbitration provision—i.e., whether a particular claim or dispute is subject to arbitration—shall be determined by the arbitrator. Notwithstanding any provision in these terms to the contrary, if the class-action waiver above is deemed invalid or unenforceable, you agree that you shall not seek to, and waive any right to, arbitrate class or collective claims. If the arbitration provision in this section is found unenforceable or do not apply for a given dispute, then the proceeding must be brought exclusively in the state courts of competent jurisdiction located in Las Vegas, Nevada or the United States District Court located in Las Vegas, Nevada, as appropriate, and you agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes, and you still waive your right to a jury trial, waive your right to initiate or proceed in a class or collective action, and remain bound by any and all limitations on liability and damages included in these Terms. This arbitration agreement will survive termination of your use of the Service and your relationship with Wynn Social. This arbitration agreement involves interstate commerce and, therefore, shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"), and not by state law. Information on AAA and how to start arbitration can be found at [www.adr.org](http://www.adr.org) or by calling 800-778-7879.

If you wish to opt-out of the agreement to arbitrate, within 45 days of when you first use the Service or submit through the Service a request for information, you must send Wynn Social a letter stating "Request to Opt-Out of Agreement to Arbitrate" at the following address:

Wynn Resorts Holdings, LLC  
Attn: Legal Department  
3131 Las Vegas Blvd. South  
Las Vegas, NV 89109

Email: [webmaster@wynnlasvegas.com](mailto:webmaster@wynnlasvegas.com)

In the event you opt out of the arbitration provision, you agree to litigate exclusively in the state courts of competent jurisdiction located in Clark County, Nevada or the United States District Court located in Las Vegas, Nevada, as appropriate, and you agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes, and you still waive your right to a jury trial, waive your right to initiate or proceed in a class or collective action, and remain bound by any and all limitations on liability and damages included in these Terms. These Terms shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to that state's conflict of laws principles that would result in the application of the laws of a State other than Nevada.

Export Control. By using the Service you acknowledge that you may not download, export, or re-export the Service, or any portion thereof, (a) into, or to a national resident of, any country to which the United States has embargoed goods or that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) to anyone on the United States Treasury Department's list of Specifically Designated Nationals, the U.S. Commerce Department's Table of Deny Orders, or any other U.S. government list of prohibited or restricted parties. By downloading or using the Service, or any portion hereof, you are representing and warranting that you are not located in, under the control of, or a national resident of any such country or on any such list.

## **27. Responsible Gaming**

Wynn Social encourages responsible gaming by educating its employees and by making problem-gambling information available to its customers at the physical locations of its affiliates and on Wynn Las Vegas's website (<http://www.wynnlasvegas.com/Casino/ResponsibleGaming>). If you suspect that you or someone you know may be experiencing some of the warning signs of problem gambling, please visit the website at Nevada Council on Problem Gambling at [www.nevadacouncil.org](http://www.nevadacouncil.org) or call the Problem Gambling Help Line at 1-800-522-4700 for confidential information and assistance.

## **28. Waiver.**

Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

## **29. Severability.**

If any provision of these Terms is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable, and the remaining provisions shall constitute the parties' agreement.

### **30. Time Limitation.**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Terms or use of the Service must be filed within two (2) years after such claim or cause of action arose or be forever barred.

### **31. Headings.**

The section headings and sub-headings contained in the Terms are for convenience only and have no legal or contractual effect.

### **32. Support.**

If you have any questions or concerns about this Site, the Terms or the Privacy Policy, please contact: [webmaster@wynnlasvegas.com](mailto:webmaster@wynnlasvegas.com).

### **33. Special Terms for our Apps.**

In the event that we provide you with access to an App, the following additional terms will apply:

#### Acknowledgement

Wynn Social and you acknowledge that these Terms are established between Wynn Social and you only, and not with Apple or Google, and Wynn Social, not Apple or Google, is solely responsible for the App and the content thereof. To the extent these Terms provide for usage rules for the App that are less restrictive than the Usage Rules set forth for the App in, or otherwise is in conflict with, the App Store Terms of Service, the more restrictive or conflicting Apple or Google term applies.

#### Scope of License

The license granted to you for the Apps is limited to a non-transferable license to use the Apps on an iOS or Android Product that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.

#### Maintenance and Support

Wynn Social is solely responsible for providing any maintenance and support services with respect to the Apps, as specified in these Terms (if any), or as required under applicable law. Wynn Social and you acknowledge that neither Apple nor Google has any obligation whatsoever to furnish any maintenance and support services with respect to the Apps.

#### Warranty

Wynn Social is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Apps to conform to any applicable warranty, you may notify Apple or Google, and Apple or Google will refund the purchase price for the Apps to you (if any); and to the maximum extent permitted by applicable law, Apple and Google will have no other warranty obligation whatsoever with respect to the Apps, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Wynn Social's sole responsibility.

## Product Claims

Wynn Social and you acknowledge that Wynn Social, not Apple or Google, is responsible for addressing any claims of you or any third-party relating to the Apps or your possession and/or use of the Apps, including, but not limited to: (i) product liability claims; (ii) any claim that the Apps fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. This Terms does not limit Wynn Social's liability to you beyond what is permitted by applicable law.

## Intellectual Property Rights

Wynn Social and you acknowledge that, in the event of any third-party claim that the Apps or your possession and use of the Apps infringes that third-party's intellectual property rights, Wynn Social, not Apple or Google, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

## Legal Compliance

You represent and warrant that: (i) you are not located in a 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 (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## Developer Name and Address

Torpedo Labs is the developer of the App. Torpedo Lab's contact information for any end-user questions, complaints or claims with respect to the Apps is:

Torpedo Labs  
325 9<sup>th</sup> St.  
San Francisco, CA 94103

Email: [contact@torpedolabs.com](mailto:contact@torpedolabs.com)

## Third-Party Terms of Terms

You must comply with applicable third-party terms of agreement when using the Apps.

## Third-Party Beneficiary

Wynn Social and you acknowledge and agree that Apple and Google, and Apple and Google's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

### **34. Modifications.**

We reserve the right to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms on or within the Service. You are responsible for viewing these Terms periodically. Your continued use of the Service after a change or modification of these Terms has

been made will constitute your acceptance of any and all revised Terms. In the event that a change materially alters your rights or obligations hereunder, we will notify you of the change, such as by email to the address on record, or a notification to you the next time you log on to the Service, and such changes will be effective upon the earlier of: (i) your use of the Service with actual knowledge of the change or (ii) thirty (30) days following our posting of the change through the Service, and further provided that disputes arising hereunder will be resolved in accordance with the Terms in effect at the time the dispute arose. You agree that we may change any part of the Service, including its content, at any time or discontinue the Service or any part thereof, for any reason, without notice to you and without liability.

Updated: 03/11/2020