

#### **SWEEPSTAKES RULES**

Date Updated: August 22, 2025

NO PURCHASE OR PAYMENT NECESSARY TO PARTICIPATE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING.

Smiles Casino is an online platform which offers Participants the chance to play games for entertainment and enjoyment. We also give away sweepstakes entries referred to as "Smile Coins" as set out in these Rules. Smile Coins can be used to play sweepstakes games for a chance to win further Smile Coins that **can then later be redeemed for real prizes**.

These Rules are to be read in conjunction with our Terms and Conditions of Use (the "Terms of Use," "Terms," or "Agreement") at <u>Terms and Conditions</u>.

Terms which are defined in the Terms of Use have the same meaning in these Rules.

# 1. ELIGIBILITY TO PLAY

- a. The sweepstakes promotion ("Sweepstakes") is only open to legal residents of the United States that are physically located within the U.S. (including the District of Columbia but excluding outlying territories and the States of Nevada, New York, Connecticut, Delaware, Michigan, Montana, Kentucky, Idaho, Maryland, Louisiana, New Jersey, and Washington), who are at least twenty-one (21) years old at the time of entry, and have a verified mobile phone number. PARTICIPATION IS VOID WHERE PROHIBITED BY LAW.
- b. A person who participates in the Sweepstakes is a **PARTICIPANT**.

- c. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. It is the sole responsibility of a Participant to determine whether the Sweepstakes is legal and compliant with all regulations in the jurisdiction in which the Participant resides.
- d. Participation constitutes the Participant's full and unconditional agreement to these Rules and Sponsor's/Promoter's decisions, which are final and binding in all matters related to the Sweepstakes.
- e. Winning a prize is contingent upon fulfilling all requirements set out in these Rules.
- f. Employees of 10 Ten Gaming LLC, any of their respective affiliates, subsidiaries, holding companies, advertising agencies, or any other company or individual involved with the design, production, execution or distribution of the Sweepstakes and their immediate family (spouse, parents, siblings and children, whether the relationship is by birth, marriage or adoption) and household members (people who share the same residence at least 3 months of the year) can participate but not redeem prizes.

#### 2. SPONSOR/PROMOTER

The Sponsor/Promoter of the Sweepstakes is 10 Ten Gaming LLC, 1013 Centre Road Suite 403-B, Wilmington, Delaware 19805, USA.

Sponsor's decisions as to the operation and administration of the Sweepstakes, receipt of entries, and the type and number of winnings/prizes are final and binding.

#### 3. HOW TO OBTAIN SMILE COINS

- a. To participate, you must have an active Smiles Casino User Account. If you do not have a User Account, you can create one free of charge at <a href="SmilesCasino.com"><u>SmilesCasino.com</u></a>. To enter the Sweepstakes, a Participant must access our site at www.Smilescasino.com and sign into their User Account.
- b. Once they have accessed our site, there are five (5) potential ways for a Participant in the United States (including the District of Columbia but excluding outlying territories and the States of Nevada, New York, Connecticut, Delaware, Michigan, Montana, Kentucky, Idaho, Maryland, Louisiana, New Jersey, and Washington) to collect Smile Coins:
- i. Receive Smile Coins as a free bonus when purchasing Gold Coins Each Participant may receive Smile Coins as a bonus upon the purchase of specifically marked packs of Gold Coins. Gold Coins can be used for social game play on our site. Gold Coins cannot be redeemed for prizes. The number of Smile Coins a Participant will receive as a bonus for each relevant Gold Coin purchase will be stated

- in the website purchase window. All purchases of Gold Coins are final, and no refunds will be given.
- ii. Receive Smile Coins when entering Smile Coins no-cost giveaway contests on Our official Social Media channels. The Sponsor/Promoter regularly holds Smile Coins no-cost giveaway contests which Participants can enter by following the instructions provided in the contest. These giveaways may require sharing the social media posts or answering various game related questions to be eligible for entry. The amount of Smile Coins given away will be stated on the applicable Smile Coins nocost contest post and will be credited to each contest winner's User Account. iii. Receive Smile Coins as a one-time welcome gift when creating your User Account.
- iv. Receive Smile Coins by logging into your account. Participants can receive free Smile Coins (or a portion of a Smile Coin) on a daily basis by taking the following Steps (Daily Bonus):
  - 1. Log into your Account;
  - 2. If you are eligible, a pop-up screen will appear for you to claim your Daily Bonus;
  - 3. Click the "Claim" button at the bottom of the Daily Bonus pop-up.

Participants can only claim a Daily Bonus once per day (the daily clock resets at 00:00 EST).

v. Receive Smile Coins by sending a request by post. Participants can receive free Smile Coins by obtaining a Postal Request Code and sending a standard post card or piece of white paper (Request Card) which must be 4" x 6", unfolded, blank and unlined and placed inside a stamped envelope addressed in handwriting to the following address and satisfying the requirements set out below:

Smiles Casino Sweepstakes Department

P.O. Box 516

Newark

New York, 14513

USA

Participants must then:

- 1. Handwrite in blue or black ink the words "Sweepstakes Entries", and their return address in the upper left corner on the front of the envelope, and,
- 2. Handwrite all of the following in blue or black ink on only one side of the Request Card inserted inside the envelope:
- a. In the top-left corner, one (and only one) unique one-time Postal Request Code (see clauses 3.d. and 3.e. of these Rules for further information) and, under the Postal Request Code, handwrite in blue or black ink in the following order:
- b. Their full name as shown on their government issued identification;
- c. The email address registered to their Smiles Casino Account;
- d. The Username registered to their Smiles Casino Account;
- e. The following statement:

"I wish to receive Smile Coins to participate in the sweepstakes promotions offered by Smiles Casino. By submitting this request, I hereby declare that I have read, understood, and agree to be bound by the Smiles Casino Terms and Conditions and Sweepstakes Rules."

For each Request Card a Participant submits in accordance with the above C. requirements, the Participant will receive two (2) Smile Coins. There is a limit of one (1) Sweepstakes Coins request card per outer envelope. The Smile Coins will be added to the Participant's User Account. NOTE: A Participant must ensure that their handwriting is legible. If the Participant's handwriting is not legible, the entry will be void and the Smile Coins will not be credited to the Participant's Account. The legibility of a Participant's handwriting shall be determined by Sponsor/Promoter in its sole discretion. The Postal Request Code must belong to the users account and still be valid. Any Postal Request Code that is invalid or for another account, will not be accepted. All Postal Request Codes will be valid for 56 days. Requests made by any other individual or any entity (including but not limited to commercial sweepstakes subscription notification and/or entering services) or posted from a State different to the Participant's verified residential address will be declared invalid and Smile Coins will not be credited to the Participant's Account. Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device to automate the Smile Coins request/entry process, is prohibited and any requests/entries deemed by Sponsor/Promoter, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted a request or whether a request satisfies the requirements set out above cannot be resolved to Sponsor/Promoter's satisfaction, the affected request/entry will be deemed ineligible.

- d. A Postal Request Code is a unique combination of 12 digits that Participants can obtain by following the steps outlined in clause 3.b.(v) of these Smiles Rules. A Postal Request Code is unique and can only be used once. The purpose of a Postal Request Code is to assist with the efficient and effective processing of a Participant's Request Card. A POSTAL REQUEST CODE CAN ONLY BE USED BY THE PARTICIPANT WHOSE CUSTOMER ACCOUNT WAS USED TO GENERATE THAT POSTAL REQUEST CODE. Any Participant suspected by Sponsor/Promoter to have directly or indirectly provided a Postal Request Code to another person may, in the sole discretion of Sponsor/Promoter, be disqualified and lose their eligibility to Participate in the Sweepstakes.
- e. A Postal Request Code can be obtained by following each of these steps: i. Sign into your Account; ii. Click on the "Postal Request Code" link; iii. Click on the "Postal Request Code" button and follow the prompts.

The Postal Request Code is then displayed for a period of time to enable a Participant to record it on their Request Card.

The amount of Smile Coins a Participant has will be displayed in their Account on the website. The amount of Smile Coins to be allocated to Participants can be changed at any time by the Sponsor/Promoter in its sole discretion.

Sponsor/Promoter is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected Smile Coins requests or allocations.

In the event of a dispute regarding the identity of the person submitting an entry into a Game, the entry will be deemed submitted by the person in whose username the entry was submitted, or if possession of the username itself is contested, the name of the Authorized Account Holder. "Authorized Account Holder" is defined as the natural person who is the age of majority in his or her Jurisdiction of residence and who is assigned the submitted e-mail address for registration with the Service.

Use of any automated or other system(s) to Participate, to acquire Smile Coins or play the games is prohibited and will result in disqualification and loss of eligibility to Participate in the games.

Smile Coins may also be forfeited if a Participant's Account is deactivated for any reason.

#### 4. USING SMILE COINS TO PLAY GAMES

a. Participants with Smile Coins can use those Smile Coins to play sweepstakes games

within our site for a chance to win additional Smile Coins. Smile Coins won through game play can be redeemed for real prizes if eligibility requirements are met (e.g., the participant has a verified account, the minimum redemption request of 100 Smile Coins is satisfied, etc.).

- b. Within our site there are different games. The amount of Smile Coins required to play each game will be detailed next to the game. A Participant may be able to increase the amount of Smile Coins they play the game with so they can increase their potential winning eligibility.
- c. Only games played with Smile Coins provide the opportunity to **redeem winnings for real prizes**. The prize that can be won while playing a game will be shown on our site by clicking the "Win Table" or "Pay Table" button, denominated as "Smile Coins", "SSC", or "SC".
- d. Each Smile Coin that has been won through game play (rather than collected using one of the methods described in Section 3 above) can be redeemed **for a prize with value being equivalent** to \$1 USD if account eligibility requirements and minimum redemption thresholds are met.
- e. Sponsor's/Promoter's decisions as to the administration and operation of the Sweepstakes, the game and the amount of winnings are final and binding.
- f. Sponsor/Promoter reserves the right to change the prize win rates and odds of any of

the Sweepstakes at any time. A Participant can see the actual and any amended details by clicking on the "Win Table" or "Pay Table" button. It is a Participant's responsibility to check the prize win rate on each occasion before they participate.

#### 5. VERIFICATION AND CONFIRMATION OF POTENTIAL WINNERS

a. POTENTIAL SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR/PROMOTER (IN ANY MANNER IT MAY CHOOSE) AND THE DECISIONS OF SPONSOR/PROMOTER ARE FINAL AND BINDING IN ALL MATTERS RELATED

TO THE SWEEPSTAKES. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE ONLINE SCREEN INDICATES THEY ARE, UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAS BEEN

# VERIFIED AND THE PARTICIPANT HAS FULLY COMPLIED WITH THESE RULES AND BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR/PROMOTER WILL NOT ACCEPT SCREEN SHOTS OR OTHER PURPORTED EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

- **b.** Potential prize winners must comply with these Rules and winning is contingent upon fulfilling all requirements.
- **c.** A potential winner may be required to sign and return to Sponsor/Promoter, an affidavit/declaration of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize (if applicable).
- **d.** If a potential winner cannot be contacted, fails to properly execute and return the affidavit/declaration of eligibility and liability/publicity release within the required time period (if applicable), fails to comply with these Rules, or if the prize or prize notification is returned as undeliverable, that potential winner forfeits the prize.
- e. In the event that a potential winner of a Sweepstakes prize is disqualified for any reason, Sponsor/Promoter may, in its sole discretion, reseed the prize back into the Sweepstakes.

#### 6. PRIZES

- a. A Participant's Smile Coins balance is shown in the Participant's Account.
- b. Where a Participant has chosen to redeem prizes for cash, the cash payment will be paid in USD to the financial account from which you purchased Gold Coins, or if this is not technically possible, then to an alternative bank account you nominate. Sponsor/Promoter reserves the right to require the use of the same payment method for redemption of prizes as was used to purchase Gold Coins, or a specific payment method at Sponsor/Promoter's discretion.
- c. Sponsor/Promoter will only process a prize redemption if the redeemed value of the prize is \$100 USD or more (i.e., a minimum of 100 Redeemable Smile Coins). Consequently, a Participant's Account must have a balance of at least 100 Redeemable Smile Coins before requesting a prize redemption.
- d. TO BE ELIGIBLE FOR A SMILE COINS PRIZE OR A SMILE COINS PRIZE REDEMPTION:

i. A PARTICIPANT MUST BE A LEGAL RESIDENT OF THE UNITED STATES (INCLUDING THE DISTRICT OF COLUMBIA BUT EXCLUDING OUTLYING

TERRITORIES AND THE STATES OF NEVADA, NEW YORK, CONNECTICUT, DELAWARE, MICHIGAN, MONTANA, KENTUCKY, IDAHO, MARYLAND, LOUISIANA, NEW JERSEY, AND

WASHINGTON); AND ii. THE PARTICIPANT MUST HAVE A VERIFIED USER ACCOUNT.

- e. In Florida, the maximum redemption value of a Smile Coins prize won on any one spin or play, via a Participant's participation in the Sweepstakes is \$5,000 USD. Any redemption of a prize valued in excess of \$5,000 USD will not be allocated or paid.
- f. Sponsor/Promoter reserves the right, in its sole discretion, to limit a Participant's redemption of Smile Coins to \$10,000 USD per day. No more than the stated number of prizes will be awarded.
- g. Sponsor/Promoter is not responsible for any taxes or fees associated with a prize redemption. Participants are responsible for all applicable taxes and fees associated with prize receipt and/or redemption.
- h. Sponsor/Promoter is not responsible for any foreign exchange transaction fees, charges or related costs that may be incurred as a result of, or in relation to, a prize redemption, including but not limited to any losses or additional costs arising from foreign exchange fluctuations.
- i. **Smile Coins are not transferable**, and no substitution will be made except as provided herein at the Sponsor's/Promoter's sole discretion. Sponsor/Promoter reserves the right to substitute the listed prize of equal or greater value for any reason owing to circumstances outside Sponsor's/Promoter's reasonable control.
- j. Approved redemption requests will be notified by private message or email.

#### 7. ENTRY CONDITIONS AND RELEASE

By participating, each Participant agrees to:

- a. Comply with and be bound by:
- i. The Terms of Use ii. These Rules; and iii. The decisions of the

Sponsor/Promoter which are binding and final;

- b. Release and hold harmless the Sponsor/Promoter and its parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the Released Parties) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prizes (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and
- c. Indemnify, defend, and hold harmless the Sponsor/Promoter from and against any and all claims, expenses, and liabilities (including reasonable attorneys/legal fees) arising out of or relating to a Participant's participation or inability to participate in the Sweepstakes and/or Participant's acceptance, use or misuse of prizes.

#### 8. PUBLICITY

Except where prohibited, participation in the Sweepstakes constitutes each Participant's consent to Sponsor's/Promoter's and its agents' use of the Participant's name, likeness, photograph, voice, opinions, and/or hometown and state for promotional purposes in any media, worldwide, without further payment, notice, or consideration.

# 9. GENERAL CONDITIONS

- a. Sponsor/Promoter reserves the right to cancel, suspend and/or modify the Sweepstakes or these Rules, or any part of the Sweepstakes or these Rules, with immediate effect owing to circumstances outside its reasonable control and only where circumstances make it unavoidable if any fraud, technical failures or any other factor beyond Sponsor's/Promoter's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor/Promoter in its sole discretion.
- b. Sponsor/Promoter reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the

Sweepstakes or to be acting in violation of these Rules or any other promotion or in an unsportsmanlike or disruptive manner.

- c. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law and, should such an attempt be made, Sponsor/Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's/Promoter's failure to enforce any term of these Rules shall not constitute a waiver of that provision.
- d. In all other cases, the Sponsor/Promoter reserves the right to cancel, suspend and/or modify the Sweepstakes. Any notice regarding cancellation, suspension and/or modification will be posted on our site at SmilesCasino.com.
- e. In the event of modifying the Sweepstakes, a Participant's continued enrollment and/or participation in the Sweepstakes constitutes acceptance of the modified terms.

#### 10. LIMITATIONS OF LIABILITY

Insofar as permitted by law in the respective territories, the Released Parties (as defined above) are not responsible for:

- a. any incorrect or inaccurate information, whether caused by a Participant, printing error or by any of the equipment or programming associated with or utilized in the Sweepstakes;
- b. technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; c.

unauthorized human intervention in any part of the entry process or the Sweepstakes;

- d. technical or human error which may occur in the administration or operation of the Sweepstakes; or
- e. any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Participant's participation in the Sweepstakes or receipt or use or misuse of any prize.

If for any reason a Participant's Smile Coins or winning play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is replacement by Sponsor/Promotor of an equivalent amount of Smile Coins.

#### 11. DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE

Please read this clause carefully as it requires you to arbitrate certain disputes and claims on an individual basis and limits the manner in which you can seek relief from us. This clause will be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these Rules.

By agreeing to these Sweepstakes Rules, you agree that all Claims pursued against us will be on an individual basis. Accordingly, you hereby waive your right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum against the other. You agree that any claim by or against us shall be heard in arbitration without joinder of parties or consolidation of such claim with any other person or entity's claim, except as otherwise agreed to in writing by you and us.

We both agree to arbitrate. By agreeing to these Rules, both you and Us agree to resolve any Disputes through final and binding arbitration.

Opt-out of Agreement to Arbitrate. You may decline this agreement to arbitrate by contacting Us within thirty (30) days of first accepting these Rules. Your email must include your first and last name and a statement that you decline this arbitration clause. By opting out of this clause, You will not be precluded from using our online platform, but neither You nor Us will be able to invoke the mutual agreement to arbitrate to resolve Disputes. It is Your decision to make and, You rely solely on the information provided in these Rules.

All arbitration shall be administered by JAMS. The arbitration will proceed on an individual basis and will be handled by a sole arbitrator in accordance with JAMS rules.

In the event of 25 or more similar arbitration demands against 10 Ten Gaming, JAMS shall consolidate those arbitrations into no more than 25 demands per batch. The rules of the arbitral organization will govern payment of all arbitration fees and except as otherwise may be required by such rules, the arbitration will be held in a mutually convenient location, or, at Your election, conducted via telephone or other remote electronic means.

We both agree that the arbitration of a Dispute will proceed on an individual basis and neither You nor Us may bring a claim as a Collective Action.

Under no circumstances will any Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental, or consequential

damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and Participant further waives all rights to have damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of the Participant and Sponsor/Promoter in connection with the Sweepstakes, are governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules (whether of the State of Delaware or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Delaware.

To ensure fairness and the integrity of the promotion to all Participants, the Sponsor/Promoter will respond to questions sent to Customer Support via support@smilescasino.com and may post updates/communications on its Social Media channels.

Any Participant posting or seen to be posting comments on Sponsor's/Promoter's Social Media pages or elsewhere during the promotion that are considered bullying, spiteful or upsetting to other Participants, players, and fans of Smiles Casino or directly aimed at the Sponsor/Promoter, will have their comments removed and will be disqualified from the Sweepstakes. The Sponsor/Promoter reserves the right to alert the relevant social media platform to any such behavior.

### 12. WAIVER OF CLASS ACTION

To the maximum extent permitted by applicable law, whether the dispute is heard in arbitration or in court, neither You nor Us will be entitled to consolidate, join or coordinate disputes with or involving other individuals or entities, or participate in any collective action (as defined above) or arbitrate or litigate any dispute in a representative capacity, including as a representative member of a class or in a private attorney general capacity. In connection with any dispute, all such rights are expressly and unconditionally waived. Notwithstanding, anything to the contrary in these terms, in the event all or any portion of Section 11 are found to be invalid or less than fully enforceable, then the entirety of this Section or Section 11 may be deemed void and as having no effect upon either Your or Our election.

# 13. PARTICIPANT'S PERSONAL INFORMATION

Information collected from Participants is subject to Sponsor's/Promoter's Privacy Policy which is available at <a href="https://smilescasino.com/privacy-policy">https://smilescasino.com/privacy-policy</a>.

# 14. QUESTIONS

If you have questions, you may contact us at support@smilescasino.com.