

VGK “KNIGHT UP” COSTUME CONTEST April 16th (“CONTEST”) OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER

Contest is subject to these Official Rules. By entering, all participants agree to be bound by these Official Rules and the decisions of Sponsor (as defined in Section 2) which, subject to Nevada Revised Statute (“NRS”) 463.362, are final and binding in all matters related to the Contest. Certain restrictions may apply.

1. Eligibility: Contest is open only to the first thirty (30) Contest registrants who are legal residents of the fifty (50) United States (and the District of Columbia) and twenty-one (21) years of age or older at the time of entry (unless otherwise excluded by Sponsor in accordance with applicable law). Proof of residency and age may be required. Employees, officers, directors, members and representatives of Sponsor and each of their respective parent companies, subsidiaries and affiliates, as well as the immediate family members (spouse, parents, siblings and children and each of their respective spouses, children and siblings) of each of the above and persons living in the same households of each of the above are ineligible to participate or win in this Contest. Subject to all applicable federal, state and local laws and regulations. Contest is void wherever prohibited or restricted by law.

2. Sponsor: The sponsor of the Contest is New York-New York Hotel & Casino, LLC, 3790 S. Las Vegas Blvd., Las Vegas, NV 89109 (“Sponsor”).

3. Timing: Contest entry period begins on April 16, 2019 at 3:00 p.m. Pacific Time (“PT”) and ends on April 16, 2019 at approximately 4:30 p.m. PT (“Entry Period”).

4. How to Enter. No purchase necessary to enter Contest. To enter the Contest, visit the registration table at The Park at 3782 S Las Vegas Blvd, Las Vegas, NV 89109 (“Entry Location”) during the Entry Period in your VGK costume. All guests who wish to participate in the Contest can sign-up subject to these Official Rules.

Entries which are obtained in a manner not in compliance with these Official Rules will be disqualified. Limit one (1) entry per person. All entries in excess of the limits described herein are ineligible and will be disqualified.

5. Judging Criteria: Entrants will be separated into groups. Entrants will be announced to the crowd and each entrant will have the opportunity to display his or her costume. One (1) entrant from each group will advance based on the entrants that receive the loudest/most enthusiastic crowd applause/response (as determined in the sole discretion of the panel of judges) and such entrant shall be designated as a “semi-finalist.” Of the selected semi-finalists, a panel of judges will apply the following judging criteria to determine the final three (3) finalists: (i) Creativity: 50%, and (ii) VGK Enthusiasm: 50%. The prize winners will be selected as set forth in Section 6 of these Official Rules.

All judging will be accomplished by a panel as determined by Sponsor in its sole discretion. Decisions of the judges are final and binding on all matters relating to this Contest. In the event that Sponsor becomes aware of two (2) or more similar entries, the entry submitted first will be the entry judged by the panel. Following the selection of the three (3) finalists, the winners of each prize will be determined based on who receives the loudest/most enthusiastic crowd applause/response.

Entries must not infringe the copyright, trademark, privacy, publicity or other intellectual property rights of any person or entity. Entrants grant all rights, titles and interest in the submitted entry to Sponsor and grant permission for Sponsor and Sponsor's agents, authority to use, in perpetuity, entrant's name, picture, voice, performance, likeness, biographical information, statements, property, prize information, demonstrations, recording and/or other appearance or participation in connection with the Contest and entry materials, any and all of which may be altered, changed, modified, edited, used alone, together or with other works, and/or used in distorted, illusory or composite form, as solely determined by the Sponsor for advertising, trade and promotional purposes without further compensation, at any time(s), in all media now known or hereafter discovered worldwide, including without limitation, print, radio and television broadcasting, cable casting, audio/visual, closed circuit exhibition, and on the Internet, without notice or review or approval. Costumes may not include real weapons and may not be sexually explicit or suggestive, offensive, lewd, profane, obscene, or contain nudity or racist innuendo. Sponsor reserves the right in its sole and unfettered discretion to disqualify any entrant that it believes has a costume that is inappropriate or does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Contest.

6. Winner Selection, Notification and Fulfillment: On April 16, 2019, winners will be determined by the judges (in their sole discretion) based on audience response (i.e., loudest and most enthusiastic applause/response) to the participating finalists. The finalist with the loudest/most enthusiastic applause/response will receive the 1st prize, the finalist with the next loudest/most enthusiastic applause/response will receive the 2nd prize, and the finalist with the next loudest/most enthusiastic applause/response will receive the 3rd prize. Winners will be announced at the Entry Location (or close by) following the conclusion of the Contest. All winners must be present at time of winner announcement in order to win a prize.

In Sponsor's sole discretion, each potential winner of a prize may be required to sign and return an Affidavit of Eligibility and Liability & Publicity Release ("Affidavit") to Sponsor as directed. Sponsor will provide each winner with a voucher that includes instructions as to how to arrange for booking and receipt of prize, which must be followed by such winner. There is no replacement for lost or stolen ticket voucher. Guest of winner may also be required to execute and return a release of liability in Sponsor's sole discretion. All selected winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements.

In Sponsor's sole discretion, a selected potential winner may be disqualified (and may forfeit his/her prize) if such selected potential winner (i) is not present at time of winner announcement and/or does not claim the prize at the time of winner announcement (or otherwise), (ii) declines or cannot accept, receive or use a prize for any reason, (iii) fails to sign and return the Affidavit (if required) as directed, and/or (iv) does not comply with these Official Rules. Forfeited prizes may not be awarded. In the event that a selected potential winner is disqualified, fails to claim a prize and/or is unable to satisfy the requirements herein, Sponsor will use reasonable efforts to award the prize to an alternate winner (if necessary and time permitting) who successfully meets the requirements to receive a prize and who received the next highest score. Sponsor reserves the right not to award the prize after multiple efforts to identify an alternate winner (if any) who accepts the prize. Sponsor's decisions as to the administration and operation of the Contest and the selection of the potential winners, is final and binding. Each selected potential winner may, in Sponsor's sole discretion, be required to show a valid state issued driver's license, government-issued identification or other identification (subject to Sponsor's approval) as evidence of identity and/or eligibility.

7. Prizes: There are a total of three (3) prizes offered in this Contest: one (1) First Place Prize, one (1) Second Place Prize and one (1) Third Place Prize.

First Place Prize. The one (1) First Place Prize winner will receive a prize which consists of a \$100.00 food and beverage credit to Beerhaus or Tom's Urban. Approximate retail value ("ARV"): \$100.00.

Second Place Prize. The one (1) Second Place Prize winner will receive a prize which consists of a \$50.00 food and beverage credit to Beerhaus or Tom's Urban. ARV: \$50.00.

Third Place Prize. The one (1) Third Place Prize winner will receive a prize which consists of New York-New York hockey swag. ARV: \$30.00.

Prizes exclude accommodations in and airfare/transportation to/from Las Vegas, Nevada. ARV of all prizes: \$180.00. Each prize is non-transferable and there is no cash substitution if prize winner is unable to use or accept prize.

Unless otherwise indicated herein, all expenses and costs including, but not limited to, all transportation, meals, incidental, surcharges, service charge or facility charges, taxes or other expense, are the responsibility of winner. All prizes are subject to availability and certain other restrictions. Prize are non-transferable and no substitutions will be made except as provided herein at the Sponsor's sole discretion. Food and beverage credit is not valid for gratuities. Each prize must be used within one (1) year of issuance. Sponsor reserves the right (but is not required) to substitute a prize for one of equal or greater retail value if the designated prize should become unavailable for any reason. **PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.**

8. Release and Limitation of Liability: BY ENTERING THIS CONTEST, EACH PARTICIPANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS SPONSOR AND EACH OF ITS RESPECTIVE PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS, DIRECTORS AND SHAREHOLDERS (COLLECTIVELY THE "RELEASEES") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE TO PERSONS OR PROPERTY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES) AND ACTIONS OF ANY KIND (AND AGREE TO WAIVE ANY SUCH CLAIMS, ETC.) RELATED TO OR ARISING OUT OF THIS CONTEST (INCLUDING, WITHOUT LIMITATION, MY PARTICIPATION IN THE CONTEST) OR RESULTING FROM THE ACCEPTANCE OR USE OF ANY OF THE PRIZES AWARDED INCLUDING, BUT NOT LIMITED, TO PERSONAL INJURY, DEATH, DAMAGE TO OR LOSS OF PROPERTY, INVASION OF THE RIGHT OF PRIVACY OR PUBLICITY.

Releasees shall not be liable to any winner or any other person for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s), or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control. Releasees shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by any persons.

Releasees are not responsible for and shall not be liable for: (i) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (ii) technical, hardware, software, network, or telephone failures of any kind; (iii) unauthorized human intervention in any part of the entry process of the Contest; (iv) technical or human error which may occur in the administration of the Contest; (v) late, lost, delayed, misdirected, incomplete, unreadable, inaccurate, undeliverable, damaged or stolen entries or communications; (vi) data

corruption, theft, destruction, unauthorized access to or alternation of entry or other materials; (vii) any printing, typographical, human, administrative or technical errors or omissions in any material associated with the Contest; and/or (viii) any injury, loss, costs, expenses or damages to persons or property (including, but not limited to, damage to any computer system or mobile device related to participation in, accessing or downloading information related to the Contest) which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or any Contest related activity.

9. Publicity: Except where prohibited by law, by accepting a prize, each winner agrees and acknowledges that Sponsor and its designees may, without any limitation or further compensation, use his or her name, voice, audio or video recording, biographical data and/or likeness in any and all media now known or hereinafter devised, throughout the universe and in perpetuity, for any commercial purpose including, but not limited to, advertising and promoting the Contest or any other promotion, contest or sweepstakes sponsored by the Sponsor or any of its affiliates.

10. General Conditions: Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend this Contest (or any portion of the Contest) should an error, virus, bug, computer problem or other cause or issue corrupt, restrict, prevent or inhibit the administration, security or proper operation of the Contest and, in such situation, to select the winners from the remaining eligible non-suspect entries received prior to and/or after such action or in such manner as deemed fair and appropriate by Sponsor in its sole discretion. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, Sponsor determines entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair practices or intending to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives.

11. Disputes: Except where prohibited, entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action (ii) any and all claims, judgments and awards against one or more of the Releasees shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees (or other professionals' fees); and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim and/or seek indirect, punitive, incidental, special and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any all rights to have damages multiplied or otherwise increased.

12. Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Nevada without giving effect to any choice of law or conflict of law rules (whether of the State of Nevada or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nevada. By entering (or participating in any Contest-related activity), entrants (and others) consent to the jurisdiction and venue of federal, state and local courts located in Clark County, Nevada.

13. Entrant's Personal Information: Any personal information that you provide to Sponsor will be subject to Sponsor's privacy policy available at <http://mgmresorts.com/privacy.htm>.

RESPONSIBLE GAMING: MGM Resorts International™ endorses responsible gaming and strictly adheres to the Code of Conduct established by the American Gaming Association (AGA). Commitment to this includes employee training, public awareness and support of research initiatives by contributing to the National Center for Responsible Gaming. If you or

someone you know has a problem gaming responsibly, please call the 24-hour Problem Gamblers HelpLine at 1-800-522-4700.