

Official Rules
MYCHOICE PROGRAM
2019

The following rules form the basis of participation in the Penn National Gaming, Inc. (“Penn”) **mychoice** patron loyalty program (“**mychoice**”). A patron’s participation in **mychoice** will be governed by these rules. It is the patron’s responsibility to read these rules so that they understand **mychoice**’s rules and benefits, as well as the patron’s responsibilities. A patron’s enrollment as a member of **mychoice** and/or their use of a **mychoice** card constitutes their acceptance of these rules. **mychoice** tier levels are set each April 1st based on the mychoice member’s patronage from the previous calendar year. **mychoice** members may continually upgrade to the next highest tier throughout the year as they attain the Tier Points (as defined below) required to advance.

RULES

1. **mychoice** members will receive card tier status based on the following accrued Tier Points and/or by applicable casino property management approval:
 - a. The Owners Club* - 200,000+ Tier Points
 - b. Elite – 50,000 – 199,999 Tier Points
 - c. Preferred – 18,000 – 49,999 Tier Points
 - d. Advantage – 1,000 – 17,999 Tier Points
 - e. Choice – 0-999 Tier Points

*All mychoice members who otherwise earn enough Tier Points to reach The Owners Club status must first be approved by casino management, in its sole discretion.

2. Tier Points are based on the following (each a “Tier Point”):
 - a. Slots and video lottery terminals: \$5 coin-in = 1 Tier Point
 - b. Video poker: \$10 coin-in = 1 Tier Point
 - c. Table games: Based on game played, average bet and time played
 - d. Electronic table games = \$40 coin-in = 1 Tier Point
 - e. Live poker games: 1 hour played = 20 Tier Points
 - f. Non-gaming on-property purchases: \$5 spent = 1 Tier Point
 - g. Horse racing: \$10 bet = 1 Tier Point
 - h. Social gaming (hollywoodcasino.com and/or mobile applications): \$0.50 = 1 Tier Point
 - i. Sports Bets
 - i. Straight Bets, Futures: Every \$10 bet = 1 Tier Point
 - ii. Parlays: Every \$5 bet = 1 Tier Point
 - iii. All other sports bets: Every \$10 bet = 1 Tier Point
 - iv. Any tier points earned from a voided bet or an event that does not take place are subject to forfeiture

Any and all methods of Tier Point calculation are subject to change in Penn’s sole discretion, with or without notice. Please note that the ways in which Tier Points may be earned and the methods of Tier Point calculation may vary by participating casino property and/or regulation.

3. In order to receive Tier Points a **mychoice** member must have his or her **mychoice** card properly inserted into an electronic gaming machine.

4. A **mychoice** member can earn Tier Points on a table game by presenting their **mychoice** card at a participating table, so that table games staff may record its use.
5. **Mychoice** members' Tier Points roll-over from one year to the next, but only Tier Points that are over and above a **mychoice** members' then-current tier status, capped as follows, shall roll-over:
 - a. The Owner's Club – Tier points over and above 200,000, capped at 30,000 total Tier Points
 - b. Elite – Tier points over and above 50,000, capped at 15,000 Tier Points
 - c. Preferred – Tier points over and above 18,000, capped at 5,000
 - d. Advantage – Tier points over and above 1,000, capped at 500
 - e. Choice - Choice members may not roll-over any Tier Points.
6. Please note that individual rewards, benefits, comps and/or other similar items earned based, in part or wholly, on tier ranking may vary by participating casino property.
7. It is the **mychoice** member's responsibility to ensure that play is registering properly on their **mychoice** card.
8. Tier Points are awarded at any **mychoice** participating property.
9. Tier Points have no cash value.
10. The award of any card tier is within the sole discretion of Penn's Chief Marketing Officer or her designee ("**mychoice** management") regardless of a **mychoice** member's Tier Points and may be rejected at any time for any reason. Owners Club and Elite members who accrue more than 100,000 Tier Points in a calendar year may be eligible to receive ONE (1) companion card. The companion selected by the **mychoice** member must also be a **mychoice** member. The companion card may be cancelled by casino property and or **mychoice** management at any time. Specific benefits of the companion card will vary based on the benefits available at the participating property from which it is issued. Companion cards are non-transferable.

*Please note participating casino properties may, at their sole discretion, make this benefit available to other tiered members.

11. Certain expenditures utilizing a **mychoice** card may result in **mychoice** members earning mycash rewards. mycash awards are determined based in the sole discretion of the participating casino property, but may be based in part on a member's tier, play and/or purchases.
12. mycash can be redeemed in multiple ways according to a **mychoice** member's election, as listed below:
 - \$1 in mycash = \$2 Food (excluding 3rd party outlets); OR
 - = \$2 Hotel; OR
 - = \$2 on-property retail outlets; OR
 - = \$2 on social gaming (hollywoodcasino.com and/or mobile applications); OR
 - = \$1 Bonus Rewards (slot play); OR
 - = 2 Credits on **mychoice** Mall

Any and all methods of mycash calculation and/or redemption are subject to change in Penn's sole discretion, with or without notice. Please note that methods of mycash calculation and/or redemption may vary by participating casino property and/or regulation. mycash earned through social gaming (hollywoodcasino.com and/or mobile applications) is not redeemable for cash or free slot play.

At a minimum, a player will earn at least \$1 of mycash for every 400 Tier Points earned for Advantage, Preferred, Elite, and Owners Club.

13. **mychoice** members playing live poker games may receive mycash per hour played, as determined by each participating property.
14. mycash and/or Tier Points may take up to SIXTY (60) days to appear in a member's **mychoice** account.
15. mycash balances may be removed after SIX (6) months of mycash inactivity (i.e., if a **mychoice** member does not earn any mycash over a period of SIX (6) months, any balance may be removed). Except for guests in the Elite and Owners Club tier, mycash will not expire as long as they retain that tier status. Please note that earning mycash through promotional means shall still be considered "inactivity" for purposes of this Section.
16. **Mychoice** members earn Owners Credits upon reaching the Owner's Club tier status. The number of Owners Credits earned upon reach Owner's Club tier status, as well as a **mychoice** member's continued earning of Owners Credits thereafter, may vary by participating casino property. Any and all methods of Owners Credits calculation and/or redemption are subject to change in Penn's sole discretion, with or without notice. Please note that items **mychoice** members may exchange their Owners Credits for may vary by participating casino property.
17. Access to the VIP lounge for Owners Club, Elite and Preferred **mychoice** members is subject to certain conditions and restrictions as stated below:
 - a. Preferred tier **mychoice** members must have accrued a minimum number of Tier Points, as determined by each participating property.
 - b. All **mychoice** members must be checked-in and have their **mychoice** card and a valid government issued photo ID.
 - c. Any guests of a member must enter with the **mychoice** member cardholder and may remain in the VIP lounge only as long as the member is present.
 - d. Guests may be placed on a waitlist if the lounge is approaching its capacity.
 - e. Any individual whom enters a VIP Lounge, who is not qualified under the **mychoice** program rules (including guests of qualified members) must have casino marketing host approval or a signed VIP Lounge pass for entry.
 - f. **mychoice** members and their guests must be dressed appropriately, as determined by each participating property.

- g. Food and beverage may not be removed from any VIP lounge.
 - h. Casino property management reserves the right to refuse access to a lounge at any time;
 - i. Casino property management reserves the right to revoke access to the lounge from any guest at any time.
 - j. Please note that access to any VIP lounge, including the **mychoice** tier levels allowed in any lounge, may vary.
18. You must be TWENTY-ONE (21) years of age or older to participate in the **mychoice** program and be able to present valid government issued photo ID.
19. An individual's **mychoice** card, prizes, Tier Points, mycash, Owners Credits, entries and any other **mychoice** benefits or awards are non-transferable and the use of a **mychoice** card by any person other than the individual named on the card is prohibited. In the event of a divorce of a **mychoice** member, the named **mychoice** member retains all mycash unless otherwise stated by a valid and final court order submitted to the applicable casino property. In the event of a death of a **mychoice** member, all mycash remains non-transferable and shall expire as set forth herein.
20. Falsification of any information as it applies to these rules, a **mychoice** card, the **mychoice** program at-large or an individual's affiliation with Penn and/or its subsidiaries may result in ineligibility.
21. The applicable casino property may adjust my**cash** balances resulting from any malfunction, fraud or misuse as determined appropriate in its sole discretion.
22. By participating in the **mychoice** program a patron agrees to all official rules, as amended from time to time, and decisions of the applicable casino property and **mychoice** management whose decisions in all aspects of the **mychoice** program shall be final and binding.
23. All **mychoice** members are responsible for any international, United States federal, state or local taxes and/or government fees that may be imposed in connection with the **mychoice** program.
24. Each **mychoice** member shall indemnify and hold harmless Penn, including its subsidiaries and each's employees, officers, directors, agents and assigns (collectively, the "Penn Indemnitees") from and against any damage, loss, claim or liability arising from his or her participation in the **mychoice** program. Each **mychoice** member agrees that the Penn Indemnitees assume no liability of any kind for any property loss or damage or personal injury occurring in connection with any prizes.
25. **mychoice** management reserves the right to cancel, change or modify this program or the official rules at any time in accordance with the applicable gaming regulations and/or law.
26. Redemption of **mychoice** benefits is subject to the terms and conditions of these rules, as may be amended from time to time without notice in Penn's sole discretion.

27. The applicable casino property and/or **mychoice** management reserve the right, in their sole discretion, to void any **mychoice** benefits of a **mychoice** member who they believe has tampered with or impaired the administration security, fairness or proper use of any **mychoice** benefit.
28. Any dispute or situation not covered by these rules will be resolved by the applicable casino property, **mychoice** management and/or Penn, whose decision shall be final and binding on all participants.
29. The **mychoice** program is subject to all applicable federal, state and/or local rules and regulations, including those applicable to the gaming industry, and all aspects of the program are subject to approval of the appropriate regulatory authorities and are void where prohibited.
30. By participating in the **mychoice** program, participants hereby grant Penn, including its subsidiaries/affiliates, permission to use his/her name, photograph, and likeness in connection with the advertising and promotion of its products, in any manner and in any medium, without additional compensation, as Penn in its sole discretion, shall deem appropriate or desirable. Participants irrevocably consent to the unrestricted use, in perpetuity, for purposes including, but not limited to, display, advertising, sale and trade, and including any alterations or modifications whatsoever of said photograph, including the negatives and prints made there from and by Penn, its employees, agents, customers, successors, and assigns forever. Participants waive any right, which he/she may otherwise have, to inspect or approve the photographs or prints made from the negative thereof, with respect to: 1) any alterations or modifications, any material or commentary, 2) any publication using the name of the undersigned, no name, or fictitious name, 3) and use for the purpose of publicity, illustration, commercial art and 4) any advertising of products or services.
31. Persons who are on a Disassociated Patrons, Voluntary/State Exclusion or Self Eviction list in jurisdictions in which Penn operates or who have been otherwise excluded from a Penn property are not eligible to participate in the **mychoice** program.
32. In the event a **mychoice** member is excluded from **any** Penn property (either voluntarily or via some other method), or in the sole discretion of Penn has violated these rules are engaged in conduct Penn deems unacceptable or prohibited, Penn reserves the right to require that member to immediately forfeit any and all mycash, Tier Points, Owners Credits or benefits associated with the **mychoice** program.
33. In the event that Penn and/or any one of its subsidiaries decides to transfer pre-existing points and/or membership status, from an outside membership participating program similar to the **mychoice** patron loyalty program, discretion with regard to transfer status, point-to-point ratio, the membership level at which an individual is transferred and/or any other similar decision related thereto, shall belong solely to Penn and/or its subsidiaries and affiliates, in their discretion.
34. Benefits may be awarded for hospitality purchases at participating outlets at participating Penn properties. These purchases may include but are not limited to: hotel rooms, food and dining purchases, as well as retail merchandise at Penn operated outlets. The amount earned will not include sales tax, tips or comps. Visit Player Services at a **mychoice** property for a complete list of participating outlets. Tier Points or mycash earned with hospitality purchases may not count towards eligibility for any gaming promotions. It is the responsibility of the member to

present his/her **mychoice** card for tracking before paying. If the member pays before presenting their **mychoice** card, points or comps earned will be forfeited. Penn is not responsible for lost ratings, Tier Points or mycash due to failure to present one's **mychoice** card. Local regulations regarding earnings on hospitality purchases including alcohol may apply, restrict or otherwise alter this Section. Please contact your local Penn casino property with questions.

35. Owners Club member travel reimbursement is valid once annually and can only be used for airfare or mileage reimbursement for travel to any participating Penn casino property or applicable cruise. The Owners Club member is responsible for booking travel and submitting receipts to their participating casino's host within THIRTY (30) days of trip completion for reimbursement. Any such trip is valid only when visiting a Penn casino property *other* than that Owners Club member's primary (or dominant) Penn casino. Trip must be booked while the member's Owners Club status is active. Blackout dates may apply.
36. All benefits relating to hotel stays are only valid at Penn owned properties.
37. Owners Club members are guaranteed a comped room when staying in a Penn hotel in accordance with the following restrictions: a) FORTY EIGHT (48) hour notice must be given, b) a maximum of 6 room nights per month for each Owners Club member and c) a maximum of THREE (3) room nights in a row. This Section is contingent upon there being an available room at the Penn hotel in question.
38. Gambling problem? Penn cares about the welfare of its guests and encourages players to play responsibly and only within their means. If gambling is causing you to experience financial problems or problems with your personal, family or professional life, help is just a phone call away at the numbers below:
39. Gambling problem? Please use the following:
 - Missouri: 1-888-BETSOFF;
 - Indiana: 1-800-9WITHIT;
 - Massachusetts: 1-800-426-1234;
 - Ohio: 1-800-589-9966;
 - Pennsylvania/Illinois/West Virginia: 1-800-GAMBLER;
 - New Mexico: 1-800-572-1142;
 - Mississippi: 1-888-777-9696;
 - All Else: 1-800-522-4700.