

## **FULL HOUSE RESORTS, INC. WEBSITE TERMS OF USE**

### **Your Consent**

By accessing or using Full House Resorts, Inc.'s and its affiliates and subsidiaries (collectively, "Full House") websites as identified below, (collectively "Websites"), you agree to be bound by the following Terms of Use Agreement ("Terms") governing use of the Websites on the following domain names:

<a href="http://www.fullhouseresorts.com">www.fullhouseresorts.com</a>	<a href="http://www.silverflipper-ms.com">www.silverflipper-ms.com</a>
<a href="http://www.stockmascasino.com">www.stockmascasino.com</a>	<a href="http://www.silverflippercasinohotel.com">www.silverflippercasinohotel.com</a>
<a href="http://www.grandlodgecasino.com">www.grandlodgecasino.com</a>	<a href="http://www.silverflippersports.com">www.silverflippersports.com</a>
<a href="http://www.risingstarcasino.com">www.risingstarcasino.com</a>	<a href="http://www.silverflipperfantasysports.com">www.silverflipperfantasysports.com</a>
<a href="http://www.thechristmascasino.com">www.thechristmascasino.com</a>	<a href="http://www.silverflipperfullhouse.com">www.silverflipperfullhouse.com</a>
<a href="http://www.broncobillys.biz">www.broncobillys.biz</a>	<a href="http://www.americanplaceindy.com">www.americanplaceindy.com</a>
<a href="http://www.broncobillyscasino.com">www.broncobillyscasino.com</a>	<a href="http://www.americanplace.us">www.americanplace.us</a>
<a href="http://www.BroncoBillysChristmas.com">www.BroncoBillysChristmas.com</a>	<a href="http://www.americanplaceindianapolis.com">www.americanplaceindianapolis.com</a>
<a href="http://www.ChristmasCasinoandInn.com">www.ChristmasCasinoandInn.com</a>	<a href="http://www.laposadacasino.com">www.laposadacasino.com</a>
<a href="http://www.ChristmasCasinoandInnByBroncoBillys.com">www.ChristmasCasinoandInnByBroncoBillys.com</a>	<a href="http://www.laposadadellano.com">www.laposadadellano.com</a>
<a href="http://www.cripplecreekchristmas.com">www.cripplecreekchristmas.com</a>	<a href="http://www.laposadanewmexico.com">www.laposadanewmexico.com</a>

If you do not agree to these Terms, you should not use or access the Website. Further, Full House's Privacy Policy applies to the use of all Full House Websites, and its terms are incorporated into these Terms. If you are unable to enter into a legally binding contract under applicable law, do not use our Websites. Full House reserves the right to deny access and/or registration to the Websites to anyone at any time in its sole and absolute discretion.

### **Amendments to Terms; Changes to Websites**

Full House may amend these Terms at any time, with or without prior notice, and for any reason, in its sole discretion. The most current version of the Terms will be available on our Websites and will supersede any previous versions of the Terms. You are responsible for reviewing these Terms, as well as the Privacy Policy each time you access the Websites. You agree that continued use of the website is an acknowledgment and consent to any and all terms

and conditions contained in the Terms and the Privacy Policy, as each may be amended from time to time by Full House, in its sole discretion.

Full House may also modify or discontinue a portion of a Website or a Website in its entirety at any time, in its sole discretion. The Websites may also become periodically unavailable due to maintenance or malfunction of computer equipment or for other reasons.

### **Use of Websites**

Full House's Websites are for informational purposes and non-commercial personal use. You may not use the Websites for any unlawful or fraudulent purpose. References to certain products and amenities does not guarantee that the products or services are available at all Full House locations or at all. Cancellation policies, room reservations, promotions and related rules and regulations, prices, applicable taxes and other policies, procedures, and offerings vary by Full House resort location. Users of our Websites are responsible for obtaining any equipment and internet services necessary to access our Websites and for paying any fees for the equipment and services you select.

### **Email & Text Messages; Phone Calls**

By agreeing to the Terms, you also consent to the following additional terms and conditions regarding being contacted via email, telephone or text message: (i) you are the account holder of the phone number(s) and email addresses you provide to us or you have the express consent of the account holder to provide the number(s) or email address(es); (ii) you consent that we may email, call or text you at those email addresses and telephone numbers provided in (i); and (iii) you consent that we may email you, make live calls by one of our employees or representatives or we may call or text you with automated texts or automated/pre-recorded telephone messages. Your consent to receive emails, calls (including automated) and text messages is not a requirement for use of our Websites. You may revoke this consent at any time by contacting us via email at [fhri@fullhouseresororts.com](mailto:fhri@fullhouseresororts.com).

### **Accurate Information**

If you choose to provide information to us or participate in a service, event or promotion on our Websites, you agree that you will provide accurate, complete, and up-to-date information as requested on the screens that collect information from you.

### **Security**

When you register to participate in any promotion or other service offered through the Websites, you may be required to establish a username and password. You are responsible for protecting your username and password from unauthorized use, and you are responsible for all activity that occurs on your account. You agree to notify us immediately if you believe that your username or password has been or may have been used without your permission so appropriate action can be taken. However, we are not responsible for losses or damages caused by your failure to safeguard your username and password.

You further agree not to use anyone else's login credentials on the Website or to attempt to gain access to anyone else's account.

### **Proprietary Rights**

The Content (including all information, text, images, data, links software and other material accessible through our Websites, whether created by us or provided by another person for display on our Websites, as well as the arrangement, selection, design and assembly of all material) contained on Full House Websites is owned by Full House unless otherwise expressly stated and protected by copyright, trademark and other intellectual property laws. You may not copy, modify, reproduce, retransmit, or otherwise utilize the Content for any other purpose without express, written consent from Full House.

Trademarks, logos, and service marks ("Marks") displayed on our Websites are licensed, registered, and unregistered marks of Full House and its subsidiaries, its licensors, content providers and other third parties. Nothing on our Websites shall grant any right to use any of the Marks without prior written permission.

In connection with viewing and using our Websites, you are not permitted to copy, distribute, exploit or use any of the Content for any commercial purpose without our express written consent, and any other third-party owner of such Content, as applicable. All rights not expressly granted herein by Full House are reserved. Downloading of any Content from the Websites does not transfer any right of ownership to you, and Content may only be used in accordance with these Terms.

### **User Submissions**

You acknowledge and agree that any suggestions, ideas, graphics, opinions or other information submitted or otherwise communicated by you to us through our Websites (collectively, the "Submission") become property of Full House, including all copyrights and other intellectual property rights therein, and Full House shall be entitled to use each Submission for any commercial or other purpose whatsoever without compensation or other accounting to you or any other third party or entity. By way of making the Submission, you hereby assign to Full House, and waive in favor of Full House, all present and future rights to the Submission. You will continue to be responsible for the substance of the Submission, including without limitation, the indemnification obligations related to such Submission. Full House shall not be required to treat any Submission as confidential and shall not incur any liability as a result of any disclosure of Submissions or any similarities that may appear in future Full House operations. You acknowledge and agree that all or any portion of the Submission may be used, edited, reproduced, published, translated, sublicensed, copied and distributed and/or incorporated into other works in any form, media, or technology now known or hereafter developed without compensation or accounting of any kind to you or to any other third party or entity.

By submitting the Submission, you represent and warrant that you have the full right and authority to submit such Submission, and that no such Submission is subject to any copyright or other proprietary right of a third party.

## **Use of Website Interactive Areas and Prohibited Conduct**

Our Websites may contain areas that allow you to interact with the Website, including Submissions, emails, chat rooms, bulletin boards, or other messaging and communication features. You agree not to publish or communicate any content or submit or publish information through our Websites (including Submissions), or act in a way, which, in the opinion of Full House:

- Libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, violent, harassing, threatening or offensive;
- Seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- Violates any law or may be considered to violate any law;
- Transmits information under any ownership, contractual or otherwise (i.e. inside information, proprietary or confidential information received in the context of a contractual agreement);
- Advocates or promotes illegal activity;
- Impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- Infringes another's intellectual property rights, proprietary rights, rights to publicity or privacy rights;
- Solicits funds, advertisers or sponsors;
- Contains, transmits or disseminates viruses, files or other similar software or programs that are designed to interrupt, destroy or limit the functionality or operation of any computer software or hardware or telecommunications;
- Collects or stores personal information about our Website users;
- Copies any other pages or images on the Websites, except with appropriate authority;
- Disrupts or interferes with our Websites, networks, or servers or that is in contravention of any requirements, procedures, policies or regulations linked to the Websites; or
- Is otherwise false, misleading, inaccurate, or otherwise not truthful and complete.

Full House does not endorse or control the content of any communications or Submissions through our Websites, and specifically disclaims any liability with respect to the interactive features of our Websites and Submissions resulting from your participation in them.

## **Links**

You expressly acknowledge that this Website may contain links to other websites not controlled, operated, or owned by Full House or its affiliates or subsidiaries. Unless expressly provided by Full House, Full House provides no endorsement or representation of any kind regarding the products, services, content or appropriateness of content of such websites, and expressly disclaims any responsibility of the information, products, and/or services found on or through any such linked website. We do not make any representations or warranties as to the security of any information (such as credit card and other sensitive information) you might give on such linked website. Full House makes no representation, warranty or promise that any link is free of viruses, malware, or is otherwise safe to use. If you access another website through a Full House Website, you hereby release Full House from any and all liability for your use of any link.

You further agree that you will not create a hypertext link from any website controlled by you to any of our Full House Websites without our express written permission.

## **Age Policy**

With the exception of users seeking employment at Full House or one of its Resorts in positions approved for individuals under the age of 21, our Websites are intended for use only by persons 21 years of age or older. We will not knowingly allow anyone under the age of 21 to use or access our Websites, except for potential employment in applicable positions. If you are under the age of 21 and not seeking potential employment (for positions not requiring you to be the age of 21), please navigate away from the Websites immediately.

## **Prohibited, Evicted and Excluded Persons**

Full House operates licensed gaming establishments in various jurisdictions throughout the United States. Accordingly, we are subject to various restrictions with respect to whom we permit use of our Websites and services. We are prohibited from providing services to certain “prohibited persons” that are governmental officials or residents of certain embargoed countries, or terrorists or drug traffickers who are identified by the United States Department of Treasury.

We are also required to exclude persons and refuse services to persons who have been identified on applicable exclusion or eviction lists of gaming regulatory authorities in jurisdiction in which we operate.

We are also required to exclude individuals who participate in state-operated voluntary, self-exclusion programs or individuals who participate in our company voluntary, self-exclusion programs. Other limitations and restrictions may apply to individuals who participate in voluntary, self-exclusion programs, dependent upon applicable state law and resort location. In accordance with the terms and conditions of voluntary, self-exclusion, Full House is not liable for any access by or services provided to a self-excluded person as a result of the self-excluded person accessing the Websites or creating an online account.

You agree that you will not assist any prohibited, evicted, excluded, or voluntary, self-excluded persons to use any of our services or Websites.

### **Use of Websites Outside of the United States**

We make no representation that the information on our Websites is appropriate or available for use outside of the United States. Those who choose to access our Websites from outside the United States do so on their own initiative and at their own risk and are responsible for compliance with applicable local laws.

### **Termination of User Access**

We may terminate any user's access to our Websites, in our sole discretion, for any reason and at any time, with or without prior notice. It is our policy to terminate users who violate these Terms as deemed appropriate in our sole discretion. You agree that we are not liable to you or to any third party for any termination of your access to our website.

### **Disclaimer of Warranty**

ALL CONTENT AND OTHER INFORMATION ON OR ACCESSIBLE FROM FULL HOUSE WEBSITES ARE PROVIDED "AS IS", AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, FULL HOUSE RESORTS, INC. ITS SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES AND SUPPLIERS (COLLECTIVELY, "FULL HOUSE") HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, FULL HOUSE DOES NOT WARRANT THAT (i) THE CONTENT AVAILABLE ON THE WEBSITE IS FREE OF ERRORS (ii) THE FUNCTIONS OR SERVICES PROVIDED ON THE WEBSITES WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED; OR (iv) THE WEBSITES OR THEIR SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

### **Privacy**

The Terms of the Full House Privacy Policy are located on our Websites and are incorporated herein by reference. In the event of a conflict between these Terms and the Privacy Policy, the Privacy Policy shall govern.

### **Additional Terms**

Our Websites may contain additional terms, conditions and disclaimers regarding the use of our Website and functions and are incorporated herein by reference.

### **Limitation of Liability**

IN NO EVENT SHALL FULL HOUSE RESORTS, INC. ITS SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES AND SUPPLIERS (COLLECTIVELY, "FULL HOUSE") BE LIABLE TO ANY USER OF FULL HOUSE WEBSITES OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE, LOSS OF SAVINGS OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES), WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, THAT RESULTS DIRECTLY OR INDIRECTLY FROM THE USE OF OR RELIANCE UPON THE WEBSITES, THEIR CONTENT, OR OTHER INFORMATION OBTAINED, DOWNLOADED, LINKED OR OTHERWISE ACCESSED THROUGH THE WEBSITES, EVEN IF FULL HOUSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

IN NO EVENT SHALL FULL HOUSE BE LIABLE FOR ANY TRANSACTIONS, COMMUNICATIONS, OR OTHER DEALINGS YOU HAVE HAD WITH THIRD PARTIES FOUND ON OR THROUGH FULL HOUSE WEBSITES. FULL HOUSE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH THIRD PARTY SERVICES ON THE WEBSITES.

### **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. HOWEVER, THE LIMITATION OR EXCLUSION OF WARRANTIES OR LIABILITY SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND ONLY THOSE LIMITATIONS OR EXCLUSIONS SPECIFICALLY AND EXPRESSLY DISALLOWED BY LAW SHALL BE LIMITED OR EXCLUDED AND ALL OTHER PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT AS IF THE SPECIFIC LIMITATION WERE NOT ORIGINALLY INCLUDED.

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

Pursuant to 17 U.S.C. Section 512, and as amended by Title II of the Digital Millennium Copyright Act, if you believe that any Content on Full House Websites constitutes an infringement of copyrighted material, please notify our designated agent to receive notices of claimed infringements at:

Full House Resorts, Inc.  
Attn: Company Compliance Officer  
1980 Festival Plaza Drive  
Suite 680  
Las Vegas, Nevada 89135

Email: [fhri@fullhouseresorsts.com](mailto:fhri@fullhouseresorsts.com)  
(702) 221-7800

When submitting a potential claim of infringement, please provide the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the property infringed; (ii) identification or description of the copyrighted work claimed to have been infringed, (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Full House to locate the material; (iv) information reasonably sufficient to permit Full House to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### **Indemnification**

By using Full House Websites, you agree to indemnify and hold harmless Full House Resorts, Inc., and its subsidiaries and affiliates, and their respective share or equity holders, directors, officers, managers, employees, agents, suppliers, vendors and service providers harmless from any claims, liability, and expenses (including reasonable attorney fees), whether in tort or in contract, that it or any of them may incur by reason of or arising out of your use of the Websites or any other websites linked thereto, your connection to the Websites, your violation of the Terms or your infringement of any intellectual property or other right of any other person or entity.

### **Governing Law and Jurisdiction**

The Terms shall be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to any principles of conflicts of law, and the federal laws of the United States. You hereby consent and submit to the exclusive personal jurisdiction and venue of the courts of Clark County, Nevada or the United States District Court for the District of Nevada for all such disputes and acknowledge that you do so voluntarily.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these of the Websites or the Terms, the Privacy Policy must be filed within one (1) year after such claim or cause of action arises.

The content on the Website is for general information purposes only and is for your personal and non-commercial use. In consideration of your use of the Websites, you agree to provide true, accurate, current and complete information about yourself as prompted.

### **Waiver**



Our failure to exercise any right or provision of these Terms or the Privacy Policy shall not constitute a waiver of such right or provision unless Full House acknowledges such waiver in writing.

### **Severability**

If any part of these Terms is held to be unlawful, void or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

### **Assignment**

We may assign our rights and obligations under these Terms of Use, without notice, to (i) Any affiliate or subsidiary of Full House Resorts, Inc. or (ii) any party or its affiliate acquiring all or substantially all of the assets or stock by merger or otherwise of Full House or its subsidiary(ies) or affiliate(s). The Terms of Use may not be assigned by you without our prior written consent.

### **Questions or Comments about the Terms**

Full House Resorts, Inc.  
Attn: Company Compliance Officer  
1980 Festival Plaza Drive  
Suite 680  
Las Vegas, Nevada 89135

Email: [fhri@fullhouseresorsts.com](mailto:fhri@fullhouseresorsts.com)