



## Clubs Poker Sweepstakes Rules

**Last Updated September 12, 2024**

These Clubs Poker Sweepstakes Rules (“Rules” or “Sweepstakes Rules”) govern Promotional Play on the Platform, as those terms are defined in the Clubs Poker & Clubs Casino Terms of Use (“Terms of Use”). Hereinafter, Promotional Play may be referred to as the “Sweepstakes.” The sole “**Sponsor**” of the Sweepstakes is KHK Games (“KHK”)–2001 Market St. Ste 2500 Philadelphia, PA 19103. All Sweepstakes games are administered by KHK.

PARTICIPANTS IN THE SWEEPSTAKES MUST REGISTER AND MAINTAIN AN ACCOUNT WITH KHK AND ACCEPT THE [TERMS OF USE](#), WHICH IN TURN INCORPORATE AND APPLY TO THESE RULES. THESE RULES GOVERN AND CONTROL THE SWEEPSTAKES OFFERED BY KHK AND ARE CONSIDERED TO BE PART OF THE [TERMS OF USE](#).

PLEASE NOTE THAT THESE SWEEPSTAKES RULES INCORPORATE [CLAUSE 24 OF THE TERMS OF USE](#), WHICH INCLUDE A PROVISION WAIVING THE RIGHT TO PURSUE ANY CLASS, GROUP OR REPRESENTATIVE CLAIM AND REQUIRING YOU TO PURSUE PAST, PENDING AND FUTURE DISPUTES BETWEEN YOU AND US THROUGH INDIVIDUAL ARBITRATION UNLESS YOU OPT OUT WITHIN THE SPECIFIED TIME FRAME. SEE CLAUSE 24 OF THE TERMS OF USE FOR MORE INFORMATION.

### **1. ELIGIBILITY to PARTICIPATE**

- 1.1 The Sweepstakes is open only to legal residents located in the states of the United States EXCLUDING THE STATES OF IDAHO, LOUISIANA, NEVADA, MICHIGAN, MONTANA AND WASHINGTON), who are at least eighteen (18) years old or the age of majority in their jurisdiction (whichever occurs later) at the time of entry. Additional rules regarding eligibility apply (e.g. see Section 1.3). PARTICIPATION IS VOID WHERE PROHIBITED BY LAW.
- 1.2 A person who participates in the Sweepstakes is a “Participant.”
- 1.3 The Sweepstakes is subject to all applicable federal, state, provincial, territorial 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.
- 1.4 Participation constitutes the Participant’s full and unconditional agreement to these Sweepstakes Rules and Sponsor’s/Promoter’s decisions, which are final and binding in all matters related to the Sweepstakes.
- 1.5 Winning a prize is contingent upon fulfilling all requirements set out in these Sweepstakes Rules.

- 1.6 Employees of KHK, 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) are not eligible to participate.
- 1.7 If a Participant is, in the Sponsor's best judgment determined to have participated in unethical behavior or improper conduct in violation of the Terms of Use, the Sponsor reserves the right to limit or exclude the Participant from the Sweepstakes.
- 1.8 Sweepstakes Period. The Sweepstakes as set forth in these Rules begins on the first day of the current month at 12:00:00 a.m. EST and is scheduled to end on the last day of the current month at 11:59:59 p.m. EST.

## 2. SPONSOR

The Sponsor of the Sweepstakes is KHK Games of 2001 Market St. Ste 2500 Philadelphia, PA 19103.

Apple and Google are not sponsors of, responsible for conducting, or involved with the Sweepstakes in any manner.

## 3. HOW TO COLLECT SWEEPS COINS FOR FREE

- 3.1 To Participate, you must have an active Customer Account. If you do not have a Customer Account, you can create one free of charge at [www.clubspoker.com](http://www.clubspoker.com). To enter the Sweepstakes, a Participant must access Clubs Poker at [www.clubspoker.com](http://www.clubspoker.com) and sign into their Customer Account.
- 3.2 Once Participants have accessed Clubs Poker, there are four potential ways for an Eligible Participant to collect Sweeps Coins:
  - (a) **Receive Sweeps Coins as a free bonus when purchasing Gold Coins.** Each Participant may receive Sweeps Coins as a bonus upon the purchase of specifically marked offers of Gold Coins. Gold Coins can be used only for Standard Play. Gold Coins cannot be redeemed for prizes. The number of Sweeps 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.
  - (b) **Receive Sweeps Coins when entering Sweeps Coins no-cost giveaway contests on the Clubs Poker social channels.** The Sponsor regularly holds Sweeps Coins no-cost giveaway contests which Participants can enter by following the instructions provided in the contest. These giveaways may require sharing social media posts or answering various game related questions to be eligible for entry. The amount of Sweeps Coins given away

will be stated on the applicable Sweeps Coins no-cost contest post and will be added to each contest winner's Customer Account.

- (c) **Receive Sweeps Coins by logging into your account.** Participants can receive free Sweeps Coins on a daily basis by taking the following steps (Daily Bonus):

- i. signing into their Customer Account;
- ii. clicking on the "Get Coins" button in the lobby page;
- iii. clicking on the "Claim your FREE Daily Bonus" button.

Participants can only claim a Daily Bonus once per day. The amount of Sweeps Coins available to a Participant to claim as a Daily Bonus on any day is displayed in their Customer Account. Sweeps Coins received from the Daily Bonus will only be available to Participants after their Customer Account has been verified to our satisfaction.

- (d) **Receive Sweeps Coins by sending a request by post.** Participants can receive free Sweeps 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 #10 envelope addressed in handwriting to the following address and satisfying the requirements set out below:

Clubs Poker

PO Box 9682

Manchester, NH 03108

- i. Participants must:
- ii. handwrite their return address on the front of the envelope and the words: "Sweeps Entries"; and
- iii. handwrite all of the following on only one side of the Request Card inserted inside the envelope:
  - A. in the top-left corner, one (and only one) unique single-use Postal Request Code (see clauses 3.4 and 3.5 of these Sweepstakes Rules for further information);
  - B. under the Postal Request Code, in the following order:
    - their full name as shown on their government issued identification;

- the email address registered to their Clubs Poker account;
- the state of residence registered to their Clubs Poker account; and
- the following statement:

“I wish to receive Sweeps Coins to participate in the sweepstakes promotions offered by Clubs Poker. By submitting this request, I hereby declare that I have read, understood and agree to be bound by Clubs Poker’s Terms of Use and Sweepstakes Rules.”

- 3.3 There is a limit of one Request Card per outer envelope. For each Request Card a Participant submits in accordance with the above requirements, the Participant will receive 5 Sweeps Coins. The Sweeps Coins will be added to the Participant’s Customer Account.

The maximum number of requests per Participant shall be 50 MAIL IN REQUESTS PER SWEEPSTAKES PERIOD – ALL REQUESTS IN EXCESS OF 50 PER SWEEPSTAKES PERIOD SHALL BE DEEMED NULL AND VOID, AND SHALL NOT “CARRY OVER” TO ANOTHER PROMOTIONAL PERIOD. The Sweeps Coins awarded via this method will be added to the eligible Participant’s account subject to account verification and compliance in full with this subsection (d).

**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 Sweeps Coins will not be added to the Participant’s Customer Account. The legibility of a Participant’s handwriting will be determined by Sponsor in its sole discretion.

**THE REQUEST MUST ONLY BE MADE BY THE PARTICIPANT AND MUST BE POSTED FROM THE SAME STATE OR PROVINCE AS THE PARTICIPANT’S VERIFIED STATE OF RESIDENCE. 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 or Province different from the Participant’s confirmed state of residence will be declared invalid and Sweeps Coins will not be added to the Participant’s Customer Account.**

**Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device or software to automate the Sweeps Coins request/entry process or to unfairly assist the Participant with meeting the handwriting requirement, is prohibited and any requests/entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. Where there is an issue or fault with an envelope used by a Participant to request free Sweeps Coins, such that it does, or is reasonably**

likely to, cause damage to, or otherwise adversely affect, equipment used or procedures implemented to process mailed in requests (for example, handmade envelopes that are not suitable for machine processing due to poor quality or non-standard adhesive or paper), such entry 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's satisfaction, the affected request/entry will be deemed ineligible.

3.4 A Postal Request Code is a unique combination of 12 digits that Participants can obtain by following the steps outlined in clause 3.5 of these Sweepstakes Rules. A Postal Request Code is unique, can only be used once and expires 30 days after it is displayed. **The purpose of a Postal Request Code is to assist with the efficient and effective processing of a Participant's Request Card and to verify the identity of the requesting Participant. Request Cards containing an expired Postal Request Code at the time of processing will be void. 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 to have directly or indirectly provided a Postal Request Code to another person may, in the sole discretion of Sponsor, be disqualified and lose their eligibility to Participate in the Sweepstakes.

3.5 A Postal Request Code can be obtained by following each of these steps:

- (a) sign into your Customer Account;
- (b) click on the "Get Coins" button in the Lobby;
- (c) click on the "Free Entry" tab;
- (d) click on the "Start the Process" link 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.

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

3.7 Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Sweeps Coins requests or allocations.

3.8 In the event of a dispute as to any registration of a Customer Account, the authorized account holder of the email address used to register the Customer Account will be deemed to be the Participant. The "authorized account holder" is the natural person assigned the email address by an internet access provider, online

service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

- 3.9 Use of any automated or other system(s) to Participate, to acquire Sweeps Coins or play the games is prohibited and will result in disqualification and loss of eligibility to Participate in the games.
- 3.10 Sweeps Coins are only valid for ninety (90) days from the date a Participant last logged on to their Customer Account and will then automatically expire.
- 3.11 Sweeps Coins may also be forfeited if a Participant's Customer Account is closed for any reason, or at the Sponsor's discretion.

#### **4. USING SWEEPS COINS TO PLAY GAMES**

- 4.1 Participants with Sweeps Coins can use their Sweeps Coins to play sweepstakes games within KHK for a chance to win additional Sweeps Coins. Sweeps Coins accumulated through game play can be redeemed for prizes of monetary value in accordance with these Rules.
- 4.2 On the top banner of the Platform, the Participant will be able to change their Game mode between playing with Gold Coins and Sweeps Coins. Once in Sweeps Coins mode, the Participant will be able to use Sweeps Coins to play the games. The amount of Sweeps Coins the Participant stands to win will be displayed on the Platform.
- 4.3 Only games played with Sweeps Coins provide the opportunity to win additional Sweeps Coins that may be redeemed for prizes subject to these Rules.
- 4.4 Sweeps Coins that have been won through game play (rather than collected using one of the methods described in Section 3 above) and are accumulated by Participant may be redeemed for a prize, subject to maximum and minimum prize redemption amounts stated in Section 6. Sweeps Coins possess no real monetary value and may only be used to request a prize redemption to be approved and processed by the Sponsor. Approval is subject to Participant completing all verifications to confirm eligibility and adherence to all Sweepstakes Rules and Terms of Use of the Platform.
- 4.5 The use of automated or systematic methods of play to win, and/or redeem Sweeps Coins for prizes are strictly prohibited. Utilizing methods such as utilizing multiple accounts and identities, referring oneself to earn additional Sweeps Coins, and other collusive methods are not permitted and may result in account closure and forfeiture of Sweeps Coins, in the sole discretion of KHK.
- 4.6 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.

- 4.7 Redemption. Sweeps Coins obtained by any method in Section 3.2(a)-(d) are not immediately available for redemption of a prize and must be used at least once in a Sweeps Coins game before they shall be considered eligible toward a prize redemption request. Sponsor may, in its sole discretion, require that any Sweeps Coins allocated to a Participant under any method in Section 3.2(a)-(d) must be used more than one time (not exceeding 20 times) in any combination of Sweeps Coins games before they are eligible to be redeemed.
- 4.8 Sponsor reserves the right to change the prize win rates and payout odds of any of the games at any time. A Participant can obtain the actual and any amended details of any game at the point of entering an amount to play in the game. It is a Participant's responsibility to check the prize available on each occasion before they participate.

## 5. VERIFICATION AND CONFIRMATION OF POTENTIAL WINNERS

- 5.1 **POTENTIAL SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR (IN ANY MANNER IT MAY CHOOSE) AND THE DECISIONS OF SPONSOR 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 SWEEPS RULES AND BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER PURPORTED EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.**
- 5.2 Potential prize winners must comply with these Sweepstakes Rules and winning is contingent upon fulfilling all requirements.
- 5.3 A potential prize winner may be required to sign and return to Sponsor, an affidavit/declaration of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize (if applicable).
- 5.4 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 Sweepstakes Rules, or if the prize or prize notification is returned as undeliverable, that potential winner forfeits the prize.

## 6. PRIZES

- 6.1 A Participant's Sweeps Coins balance is displayed on the Platform.
- 6.2 Participant must successfully complete a Know-Your-Customer (KYC) Verification process provided by the Sponsor to validate eligibility to participate

before redeeming any prize. This includes, but is not limited to, providing proof of a valid government-issued photo identification, biometric facial scan recognition, proof of address, and validation of SSN.

6.3 TO BE ELIGIBLE FOR A SWEEPSTAKES PRIZE REDEMPTION:

- (a) A PARTICIPANT MUST BE A LEGAL RESIDENT OF AND LOCATED IN THE STATES OF THE UNITED STATES (EXCLUDING IDAHO, LOUISIANA, NEVADA, MICHIGAN, MONTANA AND WASHINGTON);
- (b) THE PARTICIPANT'S DETAILS MUST MATCH THOSE OF THE PARTICIPANT'S ACCOUNT.

6.4 The maximum redemption of a prize won by a single Participant during any Sweepstakes Period is limited to the value of US \$5,000 in New York or Florida per Sweepstakes Period ("Maximum Redemption"). Any requested redemption in excess of the Maximum Redemption will not be paid to the Participant during the period, but must be deferred until the next Sweepstakes Period.

6.5 The minimum redemption of a prize which may be requested by a Participant during any Sweepstakes Period ("Minimum Redemption") shall be 100 eligible Sweeps Coins accumulated in your Account as to which the activity necessary for redemption has been satisfied, which currently corresponds to a \$100 prize redemption request. Any requested redemption less than the Minimum Redemption shall not be permitted via the Platform or paid to the Participant.

6.6 We reserve the right to charge handling and/or payment processing fees for processing the redemption of Prizes.

6.7 Sponsor reserves the right, in its sole discretion, to limit a Participant's redemption of Sweeps Coins to the value of USD \$1,000 per week. No more than the stated number of prizes will be awarded.

6.8 Participant shall solely be responsible for any federal, state or local taxes or fees associated with any prize redemption. Sponsor will provide Participants with necessary tax forms if requested by Participant. Participants are responsible for remittance of all applicable taxes and fees associated with prize receipt and/or redemption and should consult their accounting or tax experts for any assistance.

6.9 Sweeps Coins are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor 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.

6.10 Prize winners must request the release of their Prize solely through the Platform.



## 7. ENTRY CONDITIONS AND RELEASE

By Participating, each Participant agrees to:

- (a) comply with and be bound by:
  - i. the Terms of Use, including without limitation, all ethical provisions as set forth in the Terms of Use;
  - ii. these Sweepstakes Rules; and
  - iii. the decisions of the Sponsor which are binding and final;
- (b) release and hold harmless the Sponsor 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

## 8. PUBLICITY

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

## 9. WINNER'S LIST

- 9.1 Except where prohibited, participation in the Sweepstakes constitutes each Participant's consent to Sponsor's/Promoter's and its agents' use of Participant's name, likeness, photograph, voice, opinions and/or hometown and state/province/territory for promotional purposes in any media, worldwide, without further payment, notice or consideration.
- 9.2 For a list of winners during a Sweepstakes Period within a year from the date of request, send a request in writing by mail, specify the Month and Year requested

(one Sweepstakes Period per request), and enclose a self-addressed, stamped envelope to:

CLUBS POKER

2001 Market St. Ste 2500

Philadelphia, PA 19103

## 10. GENERAL CONDITIONS

- 10.1 Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes or these Sweepstakes Rules, or any part of the Sweepstakes or these Sweepstakes 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 in its sole discretion.
- 10.2 Sponsor 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 Sweepstakes Rules or any other promotion or in an unsportsmanlike or disruptive manner.
- 10.3 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 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 Sweepstakes Rules shall not constitute a waiver of that provision.
- 10.4 In all other cases, the Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes. Any notice regarding cancellation, suspension and/or modification will be posted on Clubs Poker at [www.clubspoker.com](http://www.clubspoker.com).
- 10.5 Whenever we amend these Sweepstakes Rules in a way that would limit your current rights or which may be to your detriment, we will notify you upon your next visit to the Platform and you will be required to re-confirm your acceptance prior to participating in any Promotional Play. If you do not agree to the amended Sweepstakes Rules, you may not participate in any Promotional Play.
- 10.6 In the event of modifying the Sweepstakes, a Participant's continued enrollment and/or participation in the Sweepstakes constitutes acceptance of the modified terms.
- 10.7 If for any reason a Participant's Sweeps 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/Promoter of an equivalent amount of Sweeps Coins.

## **11. OTHER**

- 11.1 To ensure fairness and the integrity of the promotion to all Participants, the Sponsor will respond to questions to Customer Support via this form and may post updates/communications on its Facebook page.
- 11.2 Any Participant posting or seen to be posting comments on Sponsor's/Promoter's Facebook page or elsewhere during the promotion that are considered bullying, spiteful or upsetting to other Participants, players and fans of Clubs Poker or directly aimed at the Sponsor, will have their comments removed and will be disqualified from the Sweepstakes. The Sponsor reserves the right to alert Facebook to any such behavior and Participant may have his/her Facebook account frozen pending investigation.

## **12. PARTICIPANT'S PERSONAL INFORMATION**

- 12.1 Information collected from Participants is subject to the Sponsor's/Promoter's Privacy Policy which is available at [www.clubspoker.com/privacy](http://www.clubspoker.com/privacy).

## **13. EXTENDED MEANINGS; CURRENCY; FORCE MAJEURE**

- 13.1 Unless otherwise specified in these Official Rules, words importing the singular include the plural and vice versa and words importing gender include all genders. All dollar amounts referred to in these Official Rules are in lawful money of the United States of America. Sponsor is not responsible for any damages caused by delay or failure to perform undertakings pursuant to these Official Rules when the delay or failure is due to weather, event cancellations, fires, strikes, floods, acts of God or the state's enemies, lawful acts of public authorities, delays or defaults caused by common carriers, or other events that cannot reasonably be foreseen or provided against.

## **14. PARTICIPANT'S PERSONAL INFORMATION**

- 14.1 Information collected from Participants is subject to the Sponsor's/Promoter's [Privacy Policy](http://www.clubspoker.com/privacy-policy/) which is available on the Platform and at [www.clubspoker.com/privacy-policy/](http://www.clubspoker.com/privacy-policy/).

These Sweepstakes Rules were last updated on September 3, 2024.