

CASH KEEPER

OFFICIAL RULES

NO PURCHASE OR REAL MONEY WAGER OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR REAL MONEY WAGER OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

ODDS OF WINNING WILL DEPEND ON THE ENTRANT'S ABILITY TO CORRECTLY PREDICT RACE RESULTS.

VOID WHERE PROHIBITED BY LAW.

AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

1. Identification of Sponsor. Cash Keeper (the “Contest”) is sponsored by ODS Technologies, L.P., d/b/a TVG Network (“TVG”), located at 6701 Center Drive West, Suite 800, Los Angeles, CA 90045; and 4NJBets powered by TVG Network, located at 9845 NE Eckert Dr., Suite 210, Hillsboro, OR 97006 (collectively, the “Sponsor”).

2. Contest Period. The Contests will run on certain days selected by Sponsor in its sole discretion, to be published immediately beforehand on cashkeeper.tvggames.com (each, a “Contest Period”). Eligible TVG Account (as defined below) holders may participate in one or more Contest Periods, but each Contest Period is independent and results from any one Contest Period will not be cumulative across multiple Contest Periods.

3. Eligibility. The Contest is open only to individuals who at the time and date of entry are new or current: (i) TVG account holders who legal residents and physically located in a TVG Participating State (as defined below) and is twenty-one (21) years of age or older; or (ii) 4NJBets account holders who are legal residents and physically located in the state of New Jersey and are eighteen (18) years of age or older. If you do not have a TVG (or 4NJBets) member account (each, a “TVG Account”), you must create a TVG Account in order to be eligible to participate in this Contest. Creating a TVG Account is free. By submitting your information and creating a TVG Account, however, participants will be required to agree to the TVG Privacy Policy and Terms. If you do not agree to TVG’s Terms and Conditions and its Privacy Policy, you cannot create a TVG Account or participate in this Contest. Employees, officers and directors of Sponsor, their parent companies, and each of their respective affiliates, subsidiaries, cable/satellite affiliates, advertising and Contest agencies, retailers, distributors and other prize suppliers (collectively with Sponsor, the “Contest Entities”), and each of such employees’, officers’ and directors’ immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to enter the Contest or win a prize. For purposes of this Contest, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Additionally, TVG reserves the right to refuse or otherwise restrict your eligibility to participate in any Contest for any reason, in our sole discretion, including based on your wagering patterns or wagering history or if you failed to take advantage of any previous Contest in good faith. Void where prohibited by law. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules and their exercise of discretion, which will be final and binding in all respects. The invitation to participate in this Contest is non-transferable.

4. How to Enter and Play. To enter the Contest, go to cashkeeper.tvggames.com (the “Contest Homepage”) and log in to your, or register for a, TVG Account. Upon logging in via the Contest Homepage, you will be given a mythical bankroll of One Thousand Dollars (\$1000) (the “Bankroll”) to wager on the Contest Questions (as defined below). The Bankroll has no cash value and may not be redeemed for cash or used for wagering on your TVG Account. The Bankroll will expire following the conclusion of the Contest after each Contest Period. Prior to each Contest Period, the Sponsor will publish on cashkeeper.tvggames.com a bank of yes-or-no handicapping questions related to horse racing occurring during such Contest Period (the “Contest Questions”). Contest participants must correctly answer twelve (12) Contest Questions in order to win any prize in this Contest. Correctly answering a Contest Question rolls over the portion wagered on such answer for use in wagering on the next Contest Question. For example, a typical Contest Question might be: “Will Horse #6 finish in the top 3 in Race 7 at Del Mar?” Each Contest Question will give participants the opportunity to wager a percentage of their

unused Bankroll on a YES or NO answer to such Contest Question. For example, if the first Contest Question is “*Will Horse #6 finish in the top 3 in Race 7 at Del Mar?*”, you could wager any amount of your unused Bankroll (the entire \$1000 since this is the first Contest Question) on YES and the remainder will automatically be wagered on NO in respect of such Contest Question. For example, if the above question was the first question, you could wager \$700 of your Bankroll on YES and the remaining \$300 of your Bankroll will automatically be wagered on NO (“**Contest Entries**”). Depending on the result of that race (here, Race 7 at Del Mar occurring during the relevant Contest Period), if the result is YES, you will keep \$700 of your Bankroll to wager on the next Contest Question. If the result of that race is a NO, you will only keep \$300 of your Bankroll to wager on the next Contest Question. Occasionally, in the Sponsor’s sole discretion, Sponsor may require that certain Contest Questions be “all or nothing” in which all or nothing of your unused Bankroll be wagered on YES/NO for that particular Contest Question. The official results, order of finish and outcomes for each race are determined by the racetrack conducting the underlying race and its racing officials in their sole and absolute determination. In the event of a late scratch affecting the outcome of any Contest Question, such Contest Question will be deemed null and void and Sponsor will not award any credit in respect of such null and void Contest Question. Contest participants remain solely responsible for correctly answering a total of twelve (12) Contest Questions, including any substitute Contest Questions in the event of a late scratch. In the event you deplete your Bankroll before completing twelve (12) Contest Questions, you will not win any prize with respect to such Contest (but you may try again on subsequent Contest Periods, if any).

Contest Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Contest Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Contest in the Sponsor’s sole and absolute discretion. Contest Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of the Sponsor and will not be returned. In the event of a dispute over the identity of an entrant, Contest Entries will be deemed submitted by the registered account holder of the email address associated with the entry for the domain associated with the submitted address provided that person is eligible. Winner(s) may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses. In the event a dispute regarding the identity of the individual who actually submitted a Contest Entry cannot be resolved to Sponsor’s satisfaction, the affected Contest Entry shall be deemed ineligible. For purposes of this Contest, a Contest Entry is “received” when the Sponsor’s servers record the Contest Entry information. Proof of sending (such as an automated computer receipt confirming entry or “thanks for entering” message) does not constitute proof of actual receipt of a Contest Entry for purposes of this Contest. The Sponsor’s database clock will be the official timekeeper for this Contest. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. All entrants submitting materials/content as part of the Contest will be non-exclusively licensing (with the unlimited right to sublicense) to the Contest Entities the right to use such materials, and the images related thereto (including entrant’s name, social media account username and likeness), for any purpose (including any and all commercial purposes) with the right to modify the materials and make derivative works thereof. Entrants represent and warrant that the materials submitted will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations. The Contest Entities may run multiple campaigns, contests and promotions simultaneously. Participation in one campaign, contest or promotion does not constitute participation into any other.

5. Winner Selection. After correctly answering twelve (12) Contest Questions, whatever amount is left in your Bankroll (“**Net Winnings**”) will expire (if there are any remaining subsequent Contest Periods, you will receive a fresh \$1000 Bankroll upon participating in such subsequent Contest Period) and you will receive a cash bonus credited to your TVG Account equal to the amount of your Net Winnings.

In the event you deplete your Bankroll before completing twelve (12) Contest Questions, you will not win any prize with respect to such Contest (but you may try again on subsequent Contest Periods, if any).

The Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Contest, and of selection of the winner(s). Decisions of the Sponsor as to the selection of the winner(s) will be final. The potential winner(s) will be notified using the information provided during entry by any of email, telephone, mail

(method to be selected by Sponsor in its sole discretion) in a commercially reasonable time after the selection of the winner(s). The Contest Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email, placing of a phone call, one (1) day after sending via a delivery service or two (2) days after mailing. A potential prize winner who provides a P.O. Box may be required to provide an alternative address and this may cause a delay in notification and acceptance so use of a P.O. Box is discouraged. The Contest Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages.

Each potential winner may be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (collectively, the "**Affidavit**") and return the Affidavit within the time period specified at notification before being eligible to receive his or her prize(s). If any potential prize winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such potential prize winner may be disqualified and an alternate may be selected. Non-compliance shall result in disqualification and award of the prize (or declines a prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Contest Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners) to an alternate winner. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential prize winner cannot attend or participate in any portion of the prize,

6. Odds. Odds of winning will depend upon the entrant's ability to correctly predict race results.

7. Prize(s) and Values; Prize Payouts.

Prize(s) are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide the winner with his or her prize(s), the Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All prize(s) are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize winner(s) will be solely responsible for all federal, state, local taxes, and for any other fees or costs associated with the prize(s) they receive, regardless of whether they, in whole or in part, are used. The maximum theoretical value in respect of any individual Contest is One Thousand Dollars (\$1000) ("**ARV**") of the prize(s) is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winner(s) may be required to provide Sponsor with a valid social security number (if winner is residing in the U.S.) before the prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winner(s). Unclaimed prize(s) will be forfeited. Prize(s), if legitimately claimed, will be awarded. The Contest Entities are not responsible for and will not replace any lost, mutilated or stolen prize(s) or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If the winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Contest Entities will have no further obligation with respect to that prize or portion of the prize. No more than the stated prize(s) will be awarded. The Contest Entities are not responsible for and winner will not receive the difference, in any, between the actual value of the prize(s) at the time of award and the stated maximum ARV in these Official Rules or in any Contest-related correspondence or material.

Prizes will be paid out the Wednesday following the conclusion of the Contest after the last Contest Period has passed. Prize payouts will be credited to each winning Contest participant's TVG Account.

8. Publicity Release. Subject to applicable law, winner(s) irrevocably grant the Contest Entities and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in

connection with the Contest, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the prize(s) to the winner(s).

9. Tampering with Contest. The Contest Entities are not responsible for the actions of entrants in connection with the Contest, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. Persons found tampering with or abusing any aspect of this Contest, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Contest, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future Contest. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE (INCLUDING THE CONTEST WEBSITE) OR APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

10. Suspension / Modification / Termination. In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Contest or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Contest at any time; or (b) to disqualify any Contest participant found to be, or suspected of: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an unsportsmanlike manner.

11. Waivers, Disclaimers and Releases. By participating in the Contest, each entrant agrees to release, discharge, indemnify and hold harmless the Contest Entities, and each of their respective directors, officers, employees, agents, successors and assigns ("**Released Parties**"), from and against any and all claims, liability, costs (including attorneys' fees), losses, damages, fines or injuries (up to and including bodily injury and death) of any kind arising out of or related to: (i) entrants' participation in the Contest (including travel to/from any Contest activity); (ii) any acceptance, possession, misuse or use of any prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, including those arising from any travel to/from any prize event or activity); (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize. Without limiting the generality of the foregoing, entrants agree that the Released Parties: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose; (b) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("**Suppliers**") as a part of the prizes provided in connection with the Contest; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Entrants agree and that the Released Parties shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription of registration

and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; interruption or inability to access the Website or Application or Sponsor, or affiliated entities' respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each entrant further agrees to indemnify and hold harmless the Released Parties from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Released Parties.

12. Entry Information and Contest Communications. As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest winner's list.

13. Governing Law / Limitation of Liability. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

14. Dispute Resolution. The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Los Angeles County, California and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Los Angeles, California. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Los Angeles County, California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

15. List of Contest Winner(s)/Official Rules Requests. To receive a list of winner(s), send a stamped self-addressed envelope to: "Contest Winners List", TVG Customer Service, Cash Keeper, 9845 NE Eckert Dr., Suite 210, Hillsboro, OR 97006, within sixty (60) days of expiration of the Contest Period. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to: "Contest Official Rules", TVG Customer Service, Cash Keeper, 9845 NE Eckert Dr., Suite 210, Hillsboro, OR 97006, prior to the end of the Contest.

16. TVG Participating States. The term "TVG Participating States" refers to the following states: Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Idaho, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New Mexico, New York, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Vermont, Virginia, Washington, West Virginia and Wyoming.

17. Miscellaneous. The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

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