

#MyAtlantisMoments 2022 Instagram Photo Contest Official Rules:

Updated 6/21/2022

BY REGISTERING AND ENTERING A SUBMISSION IN THIS CONTEST, ALL PARTICIPANTS RELEASE THEIR PHOTO SUBMISSION UPON ENTERING AND GRANT ATLANTIS THE RIGHT TO USE ALL PHOTO SUBMISSIONS ON ANY MEDIA, ADVERTISING, AND/OR SOCIAL CHANNELS WITHOUT LIMITATION OR ANY NOTICE, REVIEW, OR CONSENT.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. MANAGEMENT RESERVES ALL RIGHTS. MUST BE 21.

1. **Weekly Contest Schedule:** Weekly submissions for the Contest will be accepted each week as follows:
 - a. **Week 1:** Monday, 6/27/22 at 12:01 am (PST) – Sunday 7/3/22 at 11:59 pm (PST)
 - b. **Week 2:** Monday, 7/4/22 at 12:01 am (PST) – Sunday 7/10/22 at 11:59 pm (PST)
 - c. **Week 3:** Monday, 7/11/22 at 12:01 am (PST) – Sunday 7/17/22 at 11:59 pm (PST)
 - d. **Week 4:** Monday, 7/18/22 at 12:01 am (PST) – Sunday 7/24/22 at 11:59 pm (PST)
 - e. **Week 5:** Monday, 7/25/22 at 12:01 am (PST) – Sunday 7/31/22 at 11:59 pm (PST)
 - f. **Week 6:** Monday, 8/1/22 at 12:01 am (PST) – Sunday 8/7/22 at 11:59 pm (PST)
 - g. **Week 7:** Monday, 8/8/22 at 12:01 am (PST) – Sunday 8/14/22 at 11:59 pm (PST)
 - h. **Week 8:** Monday, 8/15/22 at 12:01 am (PST) – Sunday 8/21/22 at 11:59 pm (PST)
 - i. **Week 9:** Monday, 8/22/22 at 12:01 am (PST) – Sunday 8/28/22 at 11:59 pm (PST)
 - j. **Week 10:** Monday, 8/29/22 at 12:01 am (PST) – Sunday 9/4/22 at 11:59 pm (PST)
 - k. **Week 11:** Monday, 9/5/22 at 12:01 am (PST) – Sunday 9/11/22 at 11:59 pm (PST)
 - l. **Week 12:** Monday, 9/12/22 at 12:01 am (PST) – Sunday 9/18/22 at 11:59 pm (PST)
2. **How to Enter:** To be eligible for the weekly #MyAtlantisMoments Instagram photo contest (“Contest”), participants requirements are as follows:
 - a. Participant must be at least twenty-one years of age at the date of contest entry
 - b. Participant must be a United States resident
 - c. Participant must have a public Instagram account
 - d. During the applicable contest week, participant must post a static post on their own Instagram account of a photograph taken by the participant at Atlantis Casino Resort Spa (“Atlantis”) that includes the hashtag “#MyAtlantisMoments,” and this is considered a submission. By participating in the Contest, participants agree to be fully unconditionally bound by these terms and conditions outlined, and confirm that they meet the eligibility requirements. Participants also agree to accept the decisions of Atlantis as final and binding as it relates to the Contest.
3. **Submission Terms:** By entering a Submission, the participant (“You”) represent and warrant to Atlantis, and assigns that your Submission is an original work of authorship, and does not violate any third party’s proprietary or intellectual property rights. You further represent and warrant that you will not submit as a part of your Submission any contest in violation of the intellectual property rights of any third party. If your Submission infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Atlantis. If the contest of your Submission is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Atlantis from and against any suit, proceeding,

claims, liability, loss, damage, costs or expense, which Atlantis may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

4. **Multiple Submissions:** Participants may enter multiple Submissions per week, but may not enter the same Submission more than once a week.
5. **Weekly Winner Selection:** Winners for each weekly contest will be selected by member of Atlantis' Marketing team (the "Judges"). At the end of each weekly submission period, the Judges will select up to one winner per week from all eligible Submissions. Winner selection will be based on the Submission content, and the Judges in their sole discretion will determine which Submission best exemplifies the Atlantis experience. Participants who depict or portray Atlantis in a disparaging light will be automatically disqualified. Submissions may not depict violence, underage drinking, visibly intoxicated persons, nudity, lewd, illegal behavior at Atlantis, or content that is otherwise deemed offensive, derogatory, or profane. Atlantis management reserves all rights.
6. **Weekly Winner Notification, Terms, and Release:** Following each weekly contest term, the Winner will be notified by Direct Messenger on the Instagram account from which the Submission was entered and posted. The Winner has three (3) days to accept the Prize by responding to the message and providing their full name and mailing address. If Winner cannot be contacted, is ineligible, or fails to claim the prize within three (3) days from the time the notification was sent, the prize will be forfeited and no alternate Winner will be selected. Any violation of these official rules by Winner (at Atlantis's sole discretion) will result in Winner's disqualification as Winner of the weekly contest, and all privileges as Winner will be immediately terminated.
7. **Releases:** To the extent permitted by law, by accepting the Prize, Winner grants a perpetual, worldwide, irrevocable, transferable, sublicensable right, where permitted by law, to print, publish, broadcast, distribute, and use in any media without limitation, your Submission, name, and Instagram username for news, publicity, information, trade, advertising, public relations, promotional purposes, and other business purposes without any further compensation, notice, review, or consent; and grants Atlantis the right to alter or modify the Submission without review, approval or further compensation to the Winner. Each Winner must release, indemnify, hold harmless and discharge Atlantis from all liability arising out of participating in the Contest and from use of the Prize.
8. **Prizes:** Each weekly Winner will receive \$500 in Resort Credit for use by Winner at Atlantis, excluding all tax and gratuity. Atlantis will issue Winner five \$100 prize certificates (the "Certificates") totaling \$500 which will be sent to Winner's mailing address provided by Winner at time of Winner's acceptance of the prize. Full prize disclaimers are found on the Certificates. Winner will be responsible for any charges or balance due in excess of the Prize amount set forth hereunder. Any such overages will be due and payable at the time of service, or upon check-out, as applicable. All other terms and conditions applicable for hotel accommodations and use of Atlantis facilities will remain applicable and all other applicable fees and taxes will apply. Any and all prize-related expenses, including without limitation federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Atlantis to use Winner's name, likeness, Instagram username and Submission for purposes of advertising and trade without

further compensation unless prohibited by law. Prizes are non-transferable and may not be sold, bartered, substituted, or exchanged. In the event Winner is not legally permitted to engage in gambling or had been banned or trespassed by Atlantis, then Winner may be prohibited from redeeming their prize in the sole discretion of Atlantis.

- 9. Limitation of Liability:** By entering, You agree to release and hold harmless Atlantis and its affiliates, advertising and promotion agencies, partners, representatives, agents, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or their acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Contest; (v) electronic or human error in the administration of the Contest or the processing of Submissions; (vi) the content of any Submission. If, for any reason, the Contest is not capable of running online as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Atlantis, which threaten or corrupt or adversely affect the administration, security, fairness, integrity or proper conduct of the Contest, Atlantis reserves the right, in its sole discretion, to cancel, terminate or suspend the Contest.
- 10. Disclaimer:** This Contest is hosted by Atlantis and is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, Twitter, or other social media platforms. By entering, participants confirm that they are 21+ years of age, release Instagram of responsibility, and agree to Instagram's terms of use.
- 11. Miscellaneous:** All decisions made by Atlantis regarding all aspects of the Contest are final. Employees and/or relatives of Atlantis, its affiliates and advertising agencies or representatives are ineligible to participate in the Contest. No responsibility is assumed for late, misdirected or illegible entries. Void where prohibited. Atlantis reserves the right to cancel, modify, or change the Contest in its sole discretion and without prior notice or liability. Furthermore, Atlantis reserves the right to disqualify any person before, during, or after the Contest.