

Fitz Casino & Hotel - MYEDGE Players' Club Membership Rules

Effective June 1, 2021

1. These **MYEDGE** Rules apply to **MYEDGE** Player's Club ("**MYEDGE**") and all promotions, options, programs, benefits, rewards, points, offers and privileges offered from time to time to **MYEDGE** club members. By participating in **MYEDGE**, individuals agree to and accept all rules, terms and conditions set forth by Fitz Casino & Hotel.
2. **MYEDGE** membership is free. To qualify for **MYEDGE** membership individuals must be 21 years of age or older and provide a valid state or federal issued photo ID (such as driver's license, passport, state identification cards or military identification). Employees of Fitz Casino & Hotel are not eligible for **MYEDGE** club membership.
3. Members must adhere to all Fitz Casino & Hotel **MYEDGE** Rules. Misuse of the **MYEDGE** card may result in immediate revocation of membership and loss of any outstanding **MYEDGE** points, privileges, and benefits.
4. Members are allowed one **MYEDGE** account only. If duplicate accounts are found, the accounts will be combined to create a single account.
5. **MYEDGE** members must have a valid mailing address and are responsible for notifying Fitz Casino & Hotel of name, address, or other contact information changes in person or in writing.
6. The **MYEDGE** card is for the personal use of only the individual to which it is issued and may not be used by any other party.
7. Each member is responsible for selecting a Personal Identification Number (PIN) for his or her account. Each member is responsible for maintaining the confidentiality of his or her PIN. Each member is responsible for all transactions on his or her account when his or her confidential PIN is used.
8. **MYEDGE** cards are, and shall remain at all times, the property of Fitz Casino & Hotel and must be returned upon request by Fitz Casino & Hotel. Fitz Casino & Hotel is not responsible for lost or stolen **MYEDGE** cards.
9. By being a member of **MYEDGE**, members consent to, and agree that any information provided and/or collected in connection with **MYEDGE** is subject to, the terms of the Fitz Casino & Hotel Privacy Policy (the "Privacy Policy" which is available at www.fitzgeraldstunica.com/privacy) and consent to the sharing of their personal and other information with affiliates and partners of Fitz Casino & Hotel in accordance with the Privacy Policy. Information provided by a member and/or related to the member's participation in **MYEDGE** will be used to set-up, administer, and/or maintain the **MYEDGE** account such as providing and/or offering benefits and rewards to the member. Subject to applicable legal

requirements, members also consent to receiving promotional and informational communications from Fitz Casino & Hotel, its affiliates and/or partners.

10. All benefits related to **MYEDGE** are offered at the sole discretion of Fitz Casino & Hotel. Fitz Casino & Hotel reserves the right to modify and/or cancel **MYEDGE** club promotions, options, programs, benefits, rewards, points, offers and/or privileges without notice. Fitz Casino & Hotel reserves the right to amend these **MYEDGE** Rules, in whole or in part, at any time, for any reason, without notice.
11. **MYEDGE** cards are used to track play on slots and table games. **MYEDGE** members earn points towards promo cash and comps based on slot play. **MYEDGE** members earn comps based on table play.
12. Points are not earned on promo cash or promo chips.
13. Earned points are used to determine the **MYEDGE** card tier level, and there are minimum point requirements associated with each card tier level.
14. Points, comps and benefits may vary by **MYEDGE** card tier level.
15. Management reserves the right to adjust card tier levels at any time.
16. **MYEDGE** Rules apply to all card tier levels.
17. **MYEDGE** members must have a valid photo ID and a **MYEDGE** card for all **MYEDGE** related transactions. Fitz Casino & Hotel reserves the right at any time to request confirmation of identification as management may deem necessary at its sole discretion.
18. Members are responsible for the proper insertion of their **MYEDGE** card into the slot machine card readers and confirming that the card is reading correctly for proper tracking.
19. Members are responsible for presenting the **MYEDGE** card to the dealer or supervisor at each table game prior to playing to ensure accurate tracking.
20. Earned comps can be redeemed for designated retail outlets, including the Buffet and the Market, hotel and other outlets as determined by Fitz Casino & Hotel management. Comp dollars cannot be used for taxes and/or gratuities. All redemptions are final.
21. All promo cash offers and incentive cash transactions occur at designated slot machines. Wide Area Progressive and other slot machines labeled accordingly do not accept promo cash.
22. Table games promo chips offers must be received from the Cashier-Cage and redeemed at applicable table games.

23. There may be a maximum comp dollar balance allowed and the balance may vary by card tier level.
24. Points and comps do not have any cash value and there may be per day or per transaction limits placed on redemption.
25. Points, promo cash and any promotional offers are non-transferable and may not be brokered, bartered, sold, or given away. Violation of such may result in eviction from the property as well as immediate revocation of club membership and loss of all outstanding **MYEDGE** privileges and benefits, including, but not limited to accumulated points, comps, tier credits or benefits, and may be liable for damages and litigation costs, including attorneys' fees incurred in enforcing this rule.
26. Members will have twelve months of each year to earn the required points to either upgrade or maintain a **MYEDGE** card tier level. Once **MYEDGE** card tier levels are renewed, the **MYEDGE** card tier level will be valid for twelve consecutive months.
27. Earned promo cash, comp dollars and/or points will expire after twelve (12) consecutive months of inactivity.
28. Fraudulent uses of the card including point chasing, card manipulation, team playing and any type of point theft may result in eviction from the property as well as immediate revocation of club membership and loss of all outstanding **MYEDGE** privileges and benefits.
29. Management reserves the right to adjust any point balance and benefits resulting from malfunctions, operational error, misuse or fraud. All decisions made by Fitz Casino & Hotel are final and binding.
30. In the event of an erroneous credit of promo cash or funds to which the **MYEDGE** card bearer is not entitled, the Fitz Casino & Hotel has the right to debit the player's club account. In the event erroneous funds are already used, the Fitz Casino & Hotel has the right to debit future offers until restitution is made.
31. Any discrepancies must be brought to the attention of Fitz Casino & Hotel representative immediately. Fitz Casino & Hotel may, at its sole discretion, adjust any balances due to equipment malfunction, operational errors, improper use or other uses that violate of the rules governing the use of the **MYEDGE** club card.
32. All decisions regarding the interpretation of these **MYEDGE** Rules, participant eligibility, and the resolution of disputes or discrepancies shall be made by the Fitz Casino & Hotel authorized representatives. The decision by management is final and binding subject to review by the Mississippi Gaming Commission. By enrolling in **MYEDGE** and/or using the **MYEDGE** card, all members acknowledge that the Mississippi Gaming Commission has exclusive jurisdiction over all such disputes.

33. A **MYEDGE** card is required to participate in and collect prizes in promotions unless specifically stated otherwise. Winners will be responsible for any and all taxes. All taxes on any prizes are the sole responsibility of the winners and will be taken out of award winnings of \$600 cash or more. All winners must present a valid photo ID per IRS regulations.
34. Other rules, terms, restrictions, conditions, and disclosures may also apply to certain promotions, options, programs, benefits, rewards, offers and/or privileges. It is the **MYEDGE** member's responsibility to read all the applicable rules, which are available at the Cashier-Club. Fitz Casino & Hotel reserves the right to change the rules, terms, restrictions, conditions or cancel any such promotion, option, program, benefit reward, offer, or privilege for any reason at any time.
35. Any attempt by any person to undermine the legitimate operation of a promotion may be subject to a violation of criminal and civil laws and should such an attempt be made, Fitz Casino & Hotel reserves the right to seek damages and litigation costs, including attorneys' fees, from any such person to the fullest extent of the law.
36. Fitz Tunica is not liable for injuries or losses arising or resulting from participation in **MYEDGE** and is not liable for any acts or omissions by its employees, whether negligent or willful, in the conduct of a promotion and is not liable in the event of any equipment or software malfunction.
37. The Mississippi Gaming Commission reserves the right to investigate any and all complaints and disputes regarding tournaments, promotions and drawings. Such disputes and complaints will be resolved in accordance with the Mississippi Gaming Control Act and Mississippi Gaming Commission Regulations.
38. Individuals who are excluded from casino facilities, including through a government program, at Fitz Casino & Hotel's discretion or by their own request and anyone prohibited from partaking in gaming related activities by the Mississippi Gaming Commission are not eligible to participate in the **MYEDGE** club, promotions, options, programs, benefits, rewards, offers and/or privileges.
39. If you or someone you know has a gambling problem, call 1-800-522-4700.