

Great American Gaming Corporation Privacy Policy

Great American Gaming Corporation collects information about you only when you specifically and knowingly provide it. Your trust is important to us, and we believe that you should know what information we are collecting and how it will be used before you give it to us.

From time to time, we may ask you for personal information such as your name, address or email address. We do this when you register for contests, promotions, our newsletter, or services that require registration or subscription. If you do not want to receive e-mail or other mail from us, please let us know. You can e-mail us at lmunson@gagaming.com.

Great American Casino reserves the right to modify this policy at any time by notifying customers through the Great American Casino website. Feel free to e-mail us with any further questions at lmunson@gagaming.com.

Terms of Use

You agree that these Terms of Use (“TOU”) govern your use of any Web site or Web page operated by Great American Gaming Corporation including any site from which you access this agreement (each a “GAGC Site”; collectively, “GAGC Sites”). By using any GAGC Site, you agree to be bound by these TOU.

Modification of Terms

Great American Gaming Corporation (GAGC) reserves the right to change these TOU from time to time at its sole discretion by posting such revised TOU on GAGC Sites. By using any GAGC Site following any such change, you agree to follow and be bound by the modified TOU, if any. Unless otherwise stated, any new features or content of any GAGC Site will be subject to these TOU.

Your Conduct

You agree not to:

1. modify the content in any GAGC Sites, including, without limitation, all text, images, multimedia, or other materials on GAGC Sites (the “Content”), without prior consent of GAGC;
2. use the Content without prior consent of GAGC;
3. use the Content for any purpose other than personal, non-commercial use;
4. attempt, through any means, to gain unauthorized access to GAGC Sites; or use any device, software, or routine that interferes or attempts to interfere with the proper working of GAGC Sites;

Accuracy of Content

All Content, with the exception of these TOU, has been made available in order to provide you with information about GAGC, its products and its operations. GAGC will not be responsible for typographical or other errors or omissions in the Content or on any GAGC Site. While every effort is made to ensure the accuracy of the information contained in GAGC Sites, no warranty of accuracy or completeness is expressed or implied. Information on any GAGC Site may be changed or updated at any time without notice.

Disclaimer of Warranties

You expressly agree that use of GAGC Sites is at your sole risk. GAGC Sites and any content contained therein or downloadable therefrom are provided on an “as-is” and “as available” basis. GAGC expressly disclaims all

warranties of any kind, express or implied, including, without limitation, any warranty of merchantability, quiet enjoyment, fitness for a particular purpose or non-infringement. No advice or information, whether oral or written, obtained by you from GAGC or through GAGC Sites shall create any warranty not expressly made herein.

GAGC makes no warranty that any content provided through GAGC Sites or any content contained therein or downloaded therefrom will meet your requirements, be accurate, complete, current or timely, or that GAGC Sites will be uninterrupted, timely, secure, or error free. In the event that GAGC Site Content is inaccurate, incomplete, or out of date, GAGC does not intentionally make material misrepresentations nor does GAGC intentionally provide incorrect information.

You understand and agree that any material and/or data downloaded or otherwise obtained through the use of GAGC Sites or any Content contained therein or downloaded therefrom is at your own discretion and you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.

GAGC shall not be responsible for any loss or damage caused, or alleged to have been caused, directly or indirectly, by the information or ideas contained, suggested or referenced at GAGC Sites or any use of same by you.

Limitation of Liability

In no event or circumstance is GAGC, its directors, officers, employees or agents, liable, whether in contract, tort or otherwise, for any losses or damages of whatever nature, including, without limitation, any damages for loss of profits, business interruption, loss of programs or other data, arising in any manner from (i) the use of any GAGC Site or Content, whether directly or through a third-party site, (ii) modification or discontinuance of any GAGC Site or Content or (iii) from any errors, omissions, inaccuracies, or any misleading or out-of-date information, whether contained on any GAGC Site, contained in the Content, or received by you from GAGC through your use of any GAGC Site.

Copyright & Trademarks

Certain names, words, titles, phrases, logos, icons, graphics or designs or other content on GAGC Sites are trade names or trade-marks owned by GAGC, trade names or trade-marks that GAGC is authorized to use, intellectual property of GAGC, or intellectual property that GAGC is authorized to use ("Protected Property"). Any unauthorized use of Protected Property may be in violation of applicable federal or other law that may apply to trade-marks or intellectual property and could subject you to legal action. GAGC grants to you a personal, non-exclusive, non-transferable license to use and display its Protected Property solely for your own personal, private use.

Links to and from Third Party Web sites

GAGC Sites may contain links to third-party web sites ("Third-Party Sites") which are not under the control of GAGC. GAGC is not responsible for content of any Third-Party Sites or any links contained in any Third-Party Sites. Links to Third-Party Sites are provided to you for convenience only, and their presentation does not imply endorsement of the Third-Party Site by GAGC. GAGC Sites may also be linked from Third Party Sites. GAGC does not endorse any Third-Party Site that provides a link to any GAGC Site.

GAGC generally welcomes links to the main, top-level page of any GAGC Site (each a "Home Page"). If you want to link to any GAGC Site, you may do so provided you agree to the linking conditions as described below (the "Linking Conditions").

By establishing a link to a GAGC Site from any Third-Party Site, you agree to these Linking Conditions:

1. You may establish a link a Home Page. You may not establish links to any pages other than a Home Page without prior written permission of GAGC.
2. You may not create frames around GAGC Sites or the Content or use other techniques that alter the visual presentation of GAGC Sites.
3. You may not utilize inline links on any page of a Third Party Site relating to images or Content displayed on GAGC Sites.
4. You may not imply that GAGC endorses, or is affiliated with, you, your products or services, or your company without prior written permission of GAGC.
5. You may not impersonate any person or entity including, without limitation, GAGC or a representative, director, officer, employee, or agent of GAGC or otherwise misrepresent your relationship with GAGC.
6. You may not present false or misleading impressions about GAGC services.
7. You may not use any of GAGC's Protected Properties without prior written permission from the GAGC. Any use of trademarks is subject to the terms and conditions set out by GAGC.
8. Your site may not contain materials that may be interpreted as distasteful or offensive or that are directed at, or appeal to, persons under the age of 21.
9. GAGC will have no responsibility or liability for any content appearing on any Third Party Site from which you establish a link to any GAGC Site.
10. GAGC may from time to time in its sole discretion immediately terminate your privilege to link to GAGC Sites, and, on notice from GAGC, you will immediately remove any links to pages of GAGC Sites as provided in such notice.
11. These Linking Conditions form part of the TOU and GAGC may amend them at any time, without notice as described in Modification of Terms above. By maintaining a link that you have established from any Third-Party Site to a GAGC Site, you are bound by such revisions. Therefore, you should periodically visit this page to review the then-current TOU and these Linking Conditions to which you are bound.

Availability of GAGC Products

GAGC products are designed for the entertainment of adults in Washington State. Our casino floors are restricted to those persons 21 years of age and over.