

Live! Casino & Hotel Maryland Instagram "Name That Baby" Free Play Giveaway

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law and outside the states of Maryland, Delaware, Pennsylvania, Virginia, West Virginia and the District of Columbia. Subject to all federal, state, and local laws, regulations, and ordinances. THIS GIVEAWAY IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM, INC.

MUST BE 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY.

1. Timeframe. The Live! Casino & Hotel Maryland "Name That Baby" Free Play Giveaway ("Giveaway") is Instagram exclusive and commences on the Live! Casino & Hotel Maryland Instagram page at 11:00AM Eastern Time ("ET") on Monday, February 6, 2023 and ends at 10:50AM ET on Friday, February 10, 2023 ("Promotional Period"). Any entries received prior to or after this

Promotional Period will not be eligible to enter or win. Sponsor's computer is the official time keeping device for this Giveaway. Three (3) winner from the Promotional Period will be notified using Instagram direct message on or about Friday, February 10, 2023 and each potential winner will have three (3) days to respond to Sponsor and provide all required documentation in order to claim the prize. There will be a total of three (3) winners during the Promotional Period. Potential winners may be announced on the Live! Casino & Hotel Maryland Instagram page on or about Friday, February 10, 2023. Prize winners will be picked by Sponsor from all eligible entries received. First place winner will receive \$500 Free Play, Second place winner will receive \$350 Free Play, and Third place will receive \$150 Free Play. Winners must visit Live! Promotions Kiosk to redeem prize.

- **2. Sponsor.** Live! Casino & Hotel Maryland, 7002 Arundel Mills Cir #7777, Hanover, MD 21076 ("Sponsor").
- 3. Eligibility Criteria. This Giveaway is open to legal U.S. residents currently residing within 150 miles of Live! Casino & Hotel Maryland who are at least twenty-one (21) years of age at the time of entry and who are Live! Rewards® Members. Participants may be required to show proof of identification (passport, driver's license, or birth certificate) to Sponsor in order to verify eligibility. Employees, officers and directors of Sponsor, or any of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, web masters (collectively, "Giveaway Entities"), and the members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Maryland Lottery and Gaming Control Agency ("MLGCA") staff, MLGCA agents, and their immediate family members are also ineligible. All excluded patrons, either by self-exclusion or by property, prohibited from participating and/or winning Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and



binding in all matters related to the Giveaway. All entrants must have access to the Internet prior to the start of the Giveaway.

4. How to Enter. To enter, visit the Live! Casino & Hotel Maryland Instagram Page at https://www.lnstagram.com/livecasinomd/ during the Promotional Period and "follow," "like," "comment a baby name" and "tag" a friend on the identified Live! Casino & Hotel Maryland post (the "Giveaway Post"). If you do not have a Instagram account, you can get one for free at www.instagram.com. You must be a member of Instagram and your account must be set to the "public" setting in order to participate. Your comment on the Giveaway Post must include a "tag" of another Instagram user. Prospective entrants must provide all required information to be eligible to enter and win.

Upon commenting and tagging a friend (other Instagram user) on the relevant post, you will be automatically entered into the Giveaway. By entering the Giveaway, you agree that Sponsor may contact you via social media, including on Instagram by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor's social media page. All potential winners are subject to verification before any prize will be awarded.

By participating in this Giveaway, entrant acknowledges and agrees that he or she will clearly and conspicuously disclose that he or she is participating in this Giveaway in the entry and any social sharing interaction that references the Giveaway or is used to obtain entries in connection with this Giveaway. At minimum, the Instagram "tag" must be included in all social media communications sent pursuant to this Giveaway. Sponsor reserves the right in its sole discretion to disqualify any entrant who does not adequately disclose his or her participation in this Giveaway while engaging in any online social sharing interaction during the Promotional Period or otherwise related to the Giveaway.

Entries, comments and content submitted or uploaded to any social media sites or any other public sites in connection with this Giveaway (collectively, "Content Submissions") may not contain, depict or show any content that: (i) is sexually explicit or suggestive, offensive, lewd, profane, obscene, or contains nudity or racist innuendo; (ii) promotes any activities that may appear unsafe or dangerous, or any political agenda or message; (iii) defames, misrepresents or contains disparaging remarks about Sponsor or other companies; (iv) contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) or copyrighted materials (including photographs, sculptures, paintings, and other works of art or images published via websites, television, movies or other media) owned by others, without permission; (v) contains any personal identification, such as license plate numbers, last names (first names are permitted and Instagram names are permitted if necessary for tagging), e-mail addresses or street addresses for any person other than entrant, or otherwise infringes on the privacy of any person other than an entrant; (vi) communicates messages or images inconsistent with the positive image and good will of Sponsor's brand; and/or (vii) violates any law. Any Content Submissions that contain, depict or shows such content; that exceed any required file size or length limits imposed by the Giveaway Entities or any third party social site: and/or that violate these Content Submission requirements, and/or the terms of these Official Rules will be disqualified. The Sponsor reserves the right in its sole and unfettered discretion to disqualify any Content Submission that it believes is inappropriate or not suitable for publication, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Giveaway.



By submitting a Content Submission, entrant explicitly acknowledges and agrees that the Sponsor and their legal representatives, customers, clients, successors or assigns, shall have in perpetuity the irrevocable, worldwide right to license, sub-license, edit, alter, post, reproduce, publicly display and publish, in any media, including online, any or all material which you upload to any websites (including, without limitation, social media sites) associated with the Giveaway, with or without first and/or last name credit to the entrant and without any additional consideration or approvals from or to entrant; Content Submissions that attempt to restrict this right will not be considered. Each entrant warrants and represents that his/her Content Submission is original, has not been previously published or won any award, complies with any applicable community guidelines, terms of use, and any other binding terms on Instagram's website, does not contain any material that would defame or otherwise infringe upon the rights of any third party, including patents, copyrights, trademarks, or rights of privacy or publicity, complies with these Official Rules, and will not violate any federal, state or local laws.

Entries that do not include any required hashtag and/or messages not received by Sponsor will be disqualified. Sponsor is not responsible for incomplete, illegible, delayed, corrupted, false, lost, late or misdirected entries, or for any error that may occur in the processing of entries. The odds of winning depend upon the number of eligible entries received. Bulk, automated and/or third-party entries are prohibited and will be disqualified. Multiple participants are not permitted to share the same email address or Instagram account. Any attempt by any participant to obtain more than the stated number of entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void each of that participant's entries, and that participant may be disqualified at Sponsor's discretion. In the event of a dispute as to any entry, the authorized account holder of the email address associated with the pertinent Instagram account will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an 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. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Giveaway at Sponsor's sole and absolute discretion. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

5. Selection of Potential Winner. Three (3) winners will be selected by Sponsor from all eligible entries received. Sponsor's decisions regarding all issues pertaining to the Giveaway are final. Potential winners will be notified starting on or about Friday, February 10, 2023 by Instagram comment and direct message. Potential winners must respond to Sponsor via Instagram direct message within three (3) days of Sponsor's notification to be eligible to receive a prize. Except where legally prohibited, each potential Giveaway winner may also be required to sign and complete an Affidavit of Eligibility, a Release of Liability, and a Publicity Release within three (3) days of Sponsor's notification. If a potential Giveaway winner cannot be contacted via Instagram after the first attempt to contact him/her, or if he/she fails to respond to Sponsor's message within the time period specified by Sponsor, or if he/she fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release (if applicable), or



in the event a potential Giveaway winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. Time permitting, only two (2) alternate winner selections will be made, after which any remaining prizes may remain un-awarded.

Verification of potential winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE GIVEAWAY. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

6. Prize. Three (3) prizes will be awarded on February 10, 2023. Each prize includes one (1) Free Play ranging from \$150 to \$500. Winners must redeem prize at a Live! Promotions kiosk on the premises of Live! Casino & Hotel. The Approximate Retail Value ("ARV") of each prize: \$150-\$500. Total ARV of all prizes to be awarded: \$1000. Please note: the prize does not include transportation to/from the Live! Casino & Hotel Maryland. Limit One (1) prize per person per household. All Free Play prizes will expire thirty (30) days after date of issuance.

The prize is subject to the following additional material conditions and restrictions: All guests must be at least twenty-one (21) years of age. The prize cannot be assigned, transferred, substituted, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Membership to the social media platform may be subject to additional terms and conditions. Any and all applicable federal, state, and local taxes, and all fees, expenses, or costs related to acceptance and use of prize not noted herein are the Giveaway winner's sole responsibility. In accepting the prize, the winners accept (such acceptance to be confirmed in writing) that their picture may be used in future advertisements or promotion products by the Sponsor.

In the event that the Event is cancelled, postponed or preempted for any reason, including weather, illness or unavailability for any other reason, no rain checks, exchanges, substitution or cash replacement value of prize will be provided.

In the event winner or winner's guest engages in behavior during the Event that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner or guest to ejection from the Show or the Show venue, arrest or detention, Sponsor shall have no obligation to provide any additional or alternative prize, or to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE, ATTENDANCE AT THE SHOW, OR ANY OTHER ASPECT OF PRIZE WINNER'S OR GUEST'S ACCEPTANCE OR USE OF THE PRIZE.

7. General Conditions; Termination and Modification. Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of posting,



sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS GIVEAWAY OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the website, and/or the legitimate operation of the Giveaway; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Giveaway is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) suspend the Giveaway and modify the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules; or (b) terminate the Giveaway and award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

8. Releases and Limitations of Liability. By entering this Giveaway, participants agree to release and hold harmless Sponsor, Instagram and their subsidiaries, affiliates, directors, officers, employees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their agents (the "Released Parties") from any and all liability for any injuries, loss or damage of any kind to persons, including personal injury or death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, use and/or misuse of any prize, entry, or participation in this Giveaway or in any Giveaway related activity, including access to and use of the Internet site <a href="https://www.lnstagram.com/www.lnstagram.

By participating in this Giveaway, entrants agree that the Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Giveaway; (4) technical or human error that may occur in the administration of the Giveaway or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un- awarded, eligible prize claims.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS GIVEAWAY, INCLUDING THE WEB SITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE



LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- 9. Publicity Release. EXCEPT WHERE PROHIBITED BY LAW, WINNERS GRANT TOSPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), ITS SUBSIDIARIES, AFFILIATES, ADVERTISING AND GIVEAWAY AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, EACH WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION, SUCH GRANT TO BE CONFIRMED IN WRITING AS REQUESTED BY SPONSOR IN ITS DISCRETION.
- 10. Intellectual Property. BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT ALL CONTENT SUBMISSIONS THAT ENTRANT MAY SUBMIT TO SPONSOR OR OTHERWISE POST IN CONNECTION WITH THIS GIVEAWAY, INCLUDING ALL RIGHTS EMBODIED THEREIN. WHETHER SENT VIA THE WEBSITE, ELECTRONIC MAIL, INSTAGRAM OR SOME OTHER MEANS, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION AS IDENTIFIED IN SPONSOR'S PRIVACY POLICY (AVAILABLE AT HTTPS://MARYLAND.LIVECASINOHOTEL.COM/ABOUT-US/PRIVACY-NOTICE) ARE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH CONTENT SUBMISSIONS. SPONSOR SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE, AND DISTRIBUTE THE CONTENT SUBMISSION TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO ENTRANT OR ANY THIRD-PARTY. ENTRANT HEREBY GRANTS TO SPONSOR, IN PERPETUITY, AN IRREVOCABLE, AND WORLD-WIDE LICENSE TO USE THE CONTENT SUBMISSION IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE CONTENT SUBMISSION. ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE CONTENT SUBMISSION, AND AGREES THAT IF SPONSOR ELECTS TO USE CONTENT SUBMISSION FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO ENTRANT'S CONTENT SUBMISSION OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. ENTRANT



FURTHER AGREES THAT IF SPONSOR ELECTS TO USE ENTRANT'S CONTENT SUBMISSION, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE CONTENT SUBMISSION CAUSES IT TO BE LIABLE TO ANY THIRD-PARTY, ENTRANT AGREES TO INDEMNIFY SPONSOR AND ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVE AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE CONTENT SUBMISSION.

- 11. Disputes. Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court in Maryland or the appropriate State Court located in Maryland; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway not to exceed one hundred dollars (\$100), but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.
- **12. Privacy.** Any personal information sent to, shared with or collected by Sponsor in connection with this Giveaway is subject to Sponsor's Privacy Policy found at https://maryland.livecasinohotel.com/about-us/privacy-notice
- 13. Official Rules and Winners List: For a copy of the Official Rules, visit https://maryland.livecasinohotel.com/live-casino-contests. For a list of winners available for three (3) months after the Giveaway ends, send an email request to GuestServices@livech.com with "Name That Baby Free Play Giveaway" in the subject line.

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ABBREVIATED RULES

Instagram /Instagram: NO PURCHASE NECESSARY. Open to legal residents of MD, DE, PA, VA, WV and DC who live within 150 mi. of Live! Casino & Hotel Maryland ("Eligibility Area"), age 21+. Void outside Eligibility Area and where prohibited. Ends 2/10/23. For full Official Rules https://maryland.livecasinohotel.com/live-casino-contests.

Twitter: N/A

Web Banner: NO PURCHASE NECESSARY. Ends 2/10/23. See full rules at https://maryland.livecasinohotel.com/live-casino-contests.

Video (e.g., YouTube): N/A

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. Open to legal residents of MD, DE, PA, VA, WV and DC who live within 150 mi. of Live! Casino & Hotel Maryland ("Eligibility Area"), age 21+. Void outside Eligibility Area and where prohibited. Sweepstakes starts at 11:00 AM ET on 2/6/23; ends at 11:50 AM ET on 2/10/23. To enter, follow, like, comment a "baby name" and "tag" someone on sponsor's designated Instagram post. Prize: 1 winner gets one (1) Free Play ranging from \$150 to

\$500. A total of 3 winners. Total ARV: \$1000. Odds of winning depend on the number of entries received. Multiple entries acceptable. For full Official Rules, visit https://maryland.livecasinohotel.com/live-casino-contests. Sponsor: Live! Casino & Hotel Maryland, 7002 Arundel Mills Cir #7777, Hanover, MD 21076

At Arundel Mills, you must be twenty-one to enter. Please play responsibly. For help visit mdgamblinghelp.org or call 1-800-GAMBLER.

