

**2011 WORLD SERIES OF POKER®
TRADEMARK LICENSE AGREEMENT
FOR SATELLITE TOURNAMENTS**

This 2011 World Series of Poker Trademark License Agreement ("Agreement") is made as of the Effective Date by and between Caesars Interactive Entertainment, Inc, a Delaware corporation, (hereinafter referred to as "Licensor") and the undersigned entity (hereinafter referred to as "Licensee"). The terms of this Agreement include, and incorporate by this reference, the terms and conditions attached hereto (the "Terms and Conditions"). In consideration of the rights and benefits each will be receiving under this Agreement, Licensor and Licensee (each a "Party" and together, the "Parties"), agree to the terms of this Agreement. All capitalized words not otherwise defined above shall have the meanings given to them in the attached Terms and Conditions.

Licensor is the owner of the trademarks and other rights associated with the World Series of Poker (also known as the WSOP). Licensee desires to enter into this Agreement with Licensor in order to conduct a World Series of Poker Satellite Tournament utilizing Licensor's trademarks licensed pursuant to the terms of this Agreement. Licensee acknowledges and agrees that this Agreement will not be effective until the date Licensor executes a copy of this Agreement and delivers it to Licensee. **Licensee has no right to use the licensed trademarks until this Agreement is approved and executed by Licensor and applicable payment(s) have been made to Licensor.** Licensor reserves the right, in its sole discretion, to reject and refuse Licensee's submission of this Agreement for execution by Licensor.

Agreed and accepted by Licensee:

Licensee Company Name _____
Site Address _____
Address _____
City, State, ZIP Code _____
Contact Name _____
E-mail address _____
Telephone _____
Facsimile _____

Tournament Date(s) _____
Name and address of Satellite Tournament Facility _____

Description of Satellite Tournament Structure _____

Corporate address if different than above: _____

Approved and accepted by Licensor:

Name _____
Title _____
Date _____

Licensee must email this first page of the Agreement for Licensor's approval to the attention of Angele Marshall at anmarshall@caesars.com.

**2011 WORLD SERIES OF POKER®
TRADEMARK LICENSE AGREEMENT
FOR SATELLITE TOURNAMENTS
Terms and Conditions**

1. DEFINITIONS

The following terms shall be defined as set forth below:

(a) "Main Event" means the last WSOP event scheduled in July 2011 for a \$10,000 no limit hold'em event, with a delayed final table scheduled for November 2011.

(b) "Materials" means the printed and online materials incorporating the Property used solely to market, advertise, publicize or otherwise promote the Satellite Tournament.

(c) "Property" means the World Series of Poker related trademarks designated by Licensor on **Exhibit A**, attached hereto and incorporated herein by this reference, for use in accordance with the terms of this Agreement, as it may be amended from time to time during the Term.

(d) "Satellite Tournament" means the specific poker tournament described on page one to be conducted by Licensee on the Tournament Dates, in which at least one Seat to the Main Event in Licensor's sanctioned World Series of Poker tournament, paid for by Licensee, is awarded to the winning player.

(e) "Seat" means registered entry into Licensor's sanctioned World Series of Poker Tournament awarded to a winner in a Satellite Tournament.

(f) "Site" shall mean the single location at the address listed on page one of this Agreement where the Satellite Tournament is held, provided that such site cannot be located within a seventy-five (75) mile radius of any location at which Caesars Entertainment Operating Company, Inc. ("Caesars") or a Caesars' affiliate operates.

(g) "Term" shall have the meaning provided in Paragraph 9.1.

(h) "Website" means the Licensor operated website located at www.wsop.com or such other website as designated by Licensor to Licensee from time to time during the Term.

2. TERMS OF LICENSE

2.1 Subject to the terms, conditions and limitations set forth in this Agreement and payment in full of the license fees set forth in Section 3, and solely to the extent Licensor has such rights, Licensor hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, nontransferable limited license, without the right of sublicense, to use the Property and Materials only for the purpose of advertising, promoting and conducting the Satellite Tournament on the Tournament Dates at the Site, in accordance with the terms of this Agreement, the Trademark Usage Guidelines on the Website as may be updated from time to time, and the Caesars Marketing Code of Commitment attached hereto as **Exhibit B** and incorporated herein (the "Marketing Code"). No additional rights outside of this express license grant shall be inferred or flow to Licensee.

2.2 Subject to the limited rights granted herein, Licensor retains and reserves unto itself all rights, title, interest and ownership in and to the Property. Licensee acknowledges and agrees that it shall acquire no ownership rights to the Property by virtue of this Agreement or otherwise, that all uses by

Licensee of Property shall inure to the benefit of Licensor, and that Licensee will execute all documents reasonably requested by Licensor to evidence such ownership rights.

2.3 Licensee acknowledges and agrees that the foregoing license does not grant Licensee the right to (a) use the Property for the manufacture, production, creation, or distribution (by sale or otherwise) of any promotional products, goods, premiums or merchandise; (b) register or own any Internet domain name, trademark, copyright or other intellectual property that contains any Property or portion thereof; or (c) conduct a Satellite Tournament at a Site that is within a seventy-five (75) mile radius of any location at which Caesars or a Caesars affiliate operates ("Prohibited Site"). Notwithstanding the foregoing, Licensee may purchase promotional products, goods, premiums or merchandise via the Website for resale at the Satellite Tournament, subject to the purchase terms and conditions set forth on the Website.

2.4 Subject to the terms, conditions and limitations of this Agreement, and Licensor's prior approval of all uses of the Property and Materials, Licensee shall be entitled to use the Property and Materials in accordance with the terms herein, provided that Licensee agrees: (i) not to use the Property in a descriptive or generic manner; (ii) not to create a unitary composite mark involving any part of the Property; (iii) to display symbols and notices clearly and sufficiently indicating the trademark status and ownership of the Property in accordance with applicable trademark law and practice. Licensee acknowledges the ownership right of Licensor in the Property and agrees that Licensee's utilization of the Property will not create in it, nor will Licensee represent it has, any right, title, or interest in or to such Property other than the license expressly granted herein. Licensee agrees not to do anything contesting or impairing the trademark rights of the Property. Licensee agrees that the nature and quality of the Satellite Tournament conducted pursuant to the Agreement will conform to quality standards set by Licensor for use of its trademarks. Licensee will comply with all applicable laws, regulations, and customs and obtain any required government approvals pertaining to use of the Property.

2.5 Licensee agrees that it will take all actions and execute all documents necessary or desirable to vest in Licensor ownership and title in any part of the Property. If Licensee is deemed, in law, to own any mark or property that should qualify as the Property, then Licensee shall assign all such rights in the mark or property (including any related registrations) to Licensor at no charge.

2.6 Licensee agrees to cooperate to the extent reasonably requested by Licensor to stop any infringement of the Property or act of unfair competition relating to the Property and, if so requested by Licensor, shall join with Licensor as a party to any action brought by Licensor for such purpose. Licensor shall have full control over any action taken, including without limitation, the right to select counsel, to settle on any terms it deems advisable in its discretion, to appeal any adverse decision rendered in any court, to discontinue any action taken by it, and otherwise to make any decision in respect thereto as it in its discretion deems advisable.

2.7 Licensee acknowledges and agrees that the license grant in Section 2.1 is limited to the specific Satellite Tournament described on page one of this Agreement. If Licensee wishes to conduct an additional satellite tournament, it must enter into separate license agreement for such tournament.

2.8 Licensee acknowledges and agrees that any unauthorized use of the Property other than in accordance with the terms of this Agreement may result in irreparable harm to Licensor for which remedies other than injunctive relief may be inadequate, and that Licensor may seek relief from a court of competent jurisdiction injunctive or other equitable relief to restrain such unauthorized acts without posting bond, in addition to other appropriate remedies.

2.9 Upon approval of this Agreement by Licensor and receipt of fees as set forth in Section 3, Licensor will provide to Licensee in electronic format the fully-executed first page of this License Agreement and reproduction quality WSOP Satellite Location logo.

3. LICENSE FEES

The license fee is equal to the Seat entry fee for the number of Seats in each event category at the 2011 World Series of Poker (the "Event" or "Events") that Licensee purchases from Licensor for the Satellite Tournament, but in no event shall be less than the Ten Thousand Dollars (\$10,000.00) registration fee for one (1) Seat in the Main Event. The license fee is non-refundable regardless of whether the Satellite Tournament actually takes place, or the winner of a Seat at the Satellite Tournament actually plays in the Event. Licensee must pay the greater of ten percent (10%) of the license fee or One Thousand Dollars (US) (\$1,000.00) upon execution of this Agreement, and the balance of the license fee not later than five (5) business days from the conclusion of the Satellite Tournament, but in no event less than seventy two (72) hours from the start of any Event for which a Seat is awarded.

4. OBLIGATIONS OF LICENSEE

4.1 Licensee must give away at least one (1) seat to the WSOP 2011 Main Event at the Satellite Tournament, the registration fee of Ten Thousand Dollars (\$10,000.00) per Seat to be paid in full by Licensee pursuant to Section 3.

4.2 All Materials must clearly state that Licensor is not responsible for any tax liability associated with the award of a Seat.

4.3 Licensee shall only allow individuals who have attained the age of 21, and who are otherwise suitable under applicable gaming laws, to participate in the 2011 World Series of Poker to enter a Satellite Tournament. Individuals who are gaming restricted (either self-excluded through Caesars self-exclusion program or exclusion because of filing with a state gaming regulatory program) cannot participate in/win a Satellite Tournament. The ineligibility or inability of an individual who wins a Seat in a Satellite Tournament to participate in the Event for any reason does not relieve Licensee of its obligation to pay the full License Fee, and in such case Licensor retains the right in its sole discretion to appoint a substitute player to fill the Seat.

4.4 All Materials created by or on behalf of Licensee shall comply with the Trademark Usage Guidelines and Caesars Marketing Code as they may be revised from time to time. Licensee shall provide to Licensor samples of all Materials and obtain Licensor's prior written approval of same. In the event Licensor does not approve the Materials, Licensee must immediately cease using the Materials. In such event, Licensor will provide a written explanation to Licensee as to why the Materials were not approved and when applicable, how the Materials may be modified to obtain Licensor's approval. Licensee may not resume using the Materials until such time as Licensor has reviewed the modifications and provided written approval of same.

4.5 Upon reasonable notice, representatives of Licensor shall have the right during normal business hours, to enter the premises of Licensee to examine Licensee's business operations, including any Materials.

4.6 Without limiting any other provision of this Agreement, the Materials and the marketing, promotion and advertising of the Satellite Tournament, shall comply with all applicable state, federal, foreign and local laws, rules and regulations.

4.7 It is expressly understood and agreed by Licensee that Licensee may use the Property only in connection with Materials and only in accordance with the terms hereof. Licensee agrees that Licensee shall not use or adopt any corporate name, trade name, trade dress or other form of corporate identification which includes the Property or any portion thereof. Licensee may not register or record any domain name using the words "WSOP", "World Series of Poker" or "Caesars" or any derivative thereof (with a foreign or domestic domain name). If Licensee registers or records any such domain names, Licensee agrees all

ownership rights in such domain names shall immediately vest in Licensor and that Licensee will cooperate in executing any documentation necessary to evidence ownership by Licensor.

5. WARRANTIES

5.1 Licensee represents and warrants that it has adequate power and authority to enter into and perform under this Agreement, that this Agreement has been duly executed and delivered by an authorized individuals of Licensee and constitutes a valid, legal and binding agreement.

5.2 Licensee represents and warrants that it shall at all times fully comply with and faithfully carry out all laws, statutes, ordinances and regulations of all duly constituted authorities applicable to the use, maintenance, safety and occupancy of the Licensee's premises and the conduct of business therein, and shall at all times maintain in good standing and effect all necessary and proper business licenses and other licenses and permits relating to the operations of its business and in particular a Satellite Tournament. Licensor further warrants that it will comply with all international, federal, state and local laws, including where applicable privacy and data protection laws and regulations, and obtain where necessary, all approvals required by any governmental or other regulatory body which regulates gaming.

5.3 Licensee represents and warrants that: (a) it is not affiliated with any online gaming company; (b) it will not associate with any online gaming company in connection with anything done with regard to the Satellite Tournament (i.e. no sponsor, advertiser, etc.); and (c) it will not use Licensor's or Caesars' marks on any website that features or links to any online gaming site.

6. INDEMNIFICATION

Licensee agrees to fully indemnify and hold harmless Licensor from and against any and all liabilities, claims, causes of action, suits, damages and expenses (including attorneys' fees) arising out of or resulting from: (a) any claim that the Materials infringe a third party's intellectual property rights, (except where such claim arises solely from Licensor's use of the Property in accordance with this Agreement); (b) any claim related to the Property or Materials including, without limitation, Licensee's false or misleading advertising, or unauthorized use of a person's likeness or image, in connection with any of the Materials or any violation of any applicable law or regulation in connection with the use, marketing, promotion, or distribution of any of the Materials; (c) any use of the Property in a manner not authorized by this Agreement; (d) any claim for death, injury or property damage arising out of or related to a Satellite Tournament; (e) conducting a Satellite Tournament at a Prohibited Site; or (f) any breach of this Agreement by Licensee.

7. INSURANCE

Licensee agrees to maintain in effect at all times during the term of this Agreement the insurance coverage stated in **Exhibit C** hereto.

8. GAMING LAWS

Licensor and its affiliates are required to adhere to strict laws and regulations regarding business relationships. If at any time Licensor determines, in its sole discretion, that a business relationship with Licensee, could violate any statutes and regulations regarding prohibited relationships with gaming companies, or if Licensor s determines in good faith that it would be in its best interest to terminate its relationship with Licensee in order to protect any of its privileged gaming licenses, Licensor may immediately terminate this Agreement with no liability to Licensee. If this Agreement meets a threshold mandated by Licensor's compliance policies, Licensee agrees to complete and submit to Licensor a "Business Information Form", and to undergo a background investigation to comply with Licensor compliance policies.

9. TERMINATION

9.1 The term of this Agreement shall commence on the Effective Date and terminate the day following the last day of the Satellite Tournament as stated in the Tournament Dates.

9.2 Licensors shall have the right to terminate this Agreement for convenience upon thirty (30) days prior written notice to Licensee.

9.3 Licensors shall have the right to terminate this Agreement pursuant to Section 8.

9.4 Licensors shall have the right to terminate this Agreement for breach by Licensee of any provision herein.

9.5 Upon the termination or expiration of this Agreement for any reason, Licensee shall no longer be licensed to use the Property or Materials and all Materials in Licensee's possession or control shall be delivered to Licensor or, at Licensor's instruction, destroyed at Licensee's expense. All Internet web pages created controlled or operated by Licensee bearing the Property must be removed immediately upon termination or expiration of this Agreement. All signage and fixtures bearing the Property must be removed by Licensee within five (5) days of termination or expiration and delivered to Licensor or, at Licensor's instruction, destroyed at Licensee's expense.

10. LIMITATION OF LIABILITY

In no event shall Licensor be liable or obligated to Licensee or any third party for any direct, special, incidental, consequential or exemplary damages arising out of or related to this Agreement including without limitation lost profits, business interruption or other economic loss, even if Licensor has been advised of the possibility of such damages. This limitation is separate and independent of any other remedy or limitation and shall not fail if such other limitation or remedy fails. In addition to the foregoing, in no event shall Licensor's total liability under any claim or liability arising out of or related to the Agreement exceed the license fees paid by Licensee. This limitation of liability and the other provisions of this Agreement reflect the allocation of risks between the parties. This section 10 is an essential element of the agreement between the parties.

11. MISCELLANEOUS PROVISIONS

11.1 Nothing in this Agreement shall create a partnership, joint venture or establish the relationship of principal and agent or any other relationship of similar nature between the parties. In all transactions regarding Materials, Licensee shall assume sole responsibility for any commitments, obligations or representations made by it in connection with the use, manufacture, marketing, promotion, distribution and sale thereof.

11.2 All notices and statements which are required or which may be given under the provisions of this Agreement shall be in writing and shall be hand-delivered or sent by overnight courier or certified or registered mail, postage prepaid, as follows:

To Licensor at: Caesars Interactive Entertainment, LLC
One Caesars Palace Drive
Las Vegas, NV 89109 -8969
Attention: VP Sports and Entertainment

With a copy to: Associate General Counsel, Intellectual Property
One Caesars Palace Drive
Las Vegas, NV 89109 -8969

and to Licensee at the address set forth on the signature page of this Agreement. All notices shall be deemed given and made upon receipt by the party to which it was sent. Either party hereto may change its address for notice by written notice to that effect given to the other party in accordance with this Paragraph 11.2.

11.3 This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto, pertaining to such subject matter. There are no warranties, representations or agreements, express or implied, between the parties in connection with the subject matter hereof except as may be specifically set forth herein. No amendment, supplement, modification or waiver of this Agreement shall be binding on Licensor unless it is set forth in a written document signed by an authorized officer of Licensor. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the parties thereto.

11.4 Licensee shall have no right to assign or transfer this Agreement or the licenses granted hereunder in whole or in part. Any attempt by Licensee to assign or transfer this Agreement or the rights granted herein without the written consent of Licensor shall render this Agreement void ab initio. For purposes of this Agreement, an "assignment" includes but is not limited to the sale of all or substantially all of the stock, assets or voting control of Licensee, any corporate reorganization of Licensee, or any other transfer under an operation of law. Licensor may assign this Agreement and/or any of its rights or obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

11.5 Neither party shall be liable for any delay or failure to perform its obligations excluding payment obligations hereunder due to (i) a *force majeure* event (including, without limitation, strikes, shortages, riots, insurrection, fires, flood, storm, earthquakes, explosions, acts of God, war, civil unrest, terrorism, labor conditions, or any other cause. Each party shall use its reasonable commercial efforts to minimize the duration and consequences of any failure of or delay in performances resulting from a Force Majeure event and will furnish to the other party a detailed written response describing such event, its estimated duration and the actions proposed to be taken in response thereto. Under no circumstances will a Force Majeure event relieve Licensee of its obligation to pay the minimum license fee set forth in Section 3 of this Agreement. Should a Force Majeure event delay Licensee's non-financial obligations for a period of more than thirty (30) days, Licensor at its option may terminate this Agreement.

11.6 This Agreement shall be deemed executed and delivered within the State of Nevada, is made in contemplation of its interpretation and effect being construed in accordance with the laws of said State applicable to contracts fully executed and performed in said State, and it is expressly agreed that it shall be construed in accordance with the laws of the State of Nevada without giving effect to the principles of the conflicts of laws. All litigation arising out of or relating to this Agreement shall be brought in the federal or state courts of Nevada and the parties consent to jurisdiction therein. Both parties irrevocably submit to the personal jurisdiction of the state and federal courts for and located in Clark County, Nevada.

11.7 Any of these terms and conditions which by their nature extend beyond the termination or expiration of the Agreement remain in effect until fulfilled.

11.8 The Agreement and any amendment or addendum thereto may be executed in counterparts each of which when executed by the requisite parties shall be deemed to be a complete original document. An electronic or facsimile copy of the executed Agreement or any amendment or addendum thereto or counterpart thereof shall be deemed, and shall have the same legal force and effect as, an original document.

11.9 In the event either party brings an action against the other to enforce the terms, covenants and conditions of this Agreement, or to defend an action brought by the other party, the prevailing party in such action shall be reimbursed by the other party for such costs as may be incurred in such action and any appeal from judgment, including reasonable attorney's fees, court costs and expert witness fees.

11.10 The headings and captions contained in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement. Unless the context otherwise specifically requires, words importing the singular include the plural and vice versa. The terms "hereunder", "hereto", "herein" and similar terms relate to this entire Agreement and not to any particular paragraph or provision of this Agreement.

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EXHIBIT A
PROPERTY

WORLD SERIES OF POKER®

WSOP



*Registration marks are appropriate for use in the United States and Mexico.

EXHIBIT B MARKETING CODE OF COMMITMENT

CAESARS ENTERTAINMENT MARKETING AND ADVERTISING CODE May 2009

Introduction

Millions of responsible adults enjoy the excitement of casino gaming at a Caesars Entertainment Corporation property each year. Casino customers by and large treat casino gaming the same way they treat other forms of recreation: they budget the time and amount of money they want to spend, and they consider their chosen recreation a pleasant pastime, not a way of life. We're proud that we entertain millions of customers each year in our casinos. Our customers overwhelmingly tell us that they have fun at our casinos, whether they win or lose on any particular occasion.

Promoting responsible gaming is part of our culture at Caesars. Our long-standing position has been that if a customer plays at one of our casinos (operated under any of our casino brand names) for any reason other than the fun of it, that customer is playing for the wrong reason. Many observers have lauded our company's industry-leading programs and practices in combating problem gambling.

The advertising and marketing of gaming activities must be sensitive to these issues and all of our advertising must also be truthful and reflect generally accepted standards of good taste.

In furtherance of these interests and in recognition of Caesars strong opposition to irresponsible or inappropriate gambling, Caesars has adopted this Code for its marketing and advertising.

Scope

1. The Code applies to the marketing and advertising of all Caesars Entertainment Corporation gaming brands and properties, including World Series of Poker and Total Rewards. However, an ad is not considered gaming advertising solely through the inclusion of a logo.
2. The Code applies to every media or channel for marketing and/or advertising, including direct mail, outdoor, in-casino, radio, television, print, and Internet.
3. The Code does not apply to educational materials, broadcast messages, the Caesars Foundation, or Internet content designed specifically to address the issues of underage or problem gambling.
4. Caesars complies with all local laws and regulations regarding marketing and advertising. These local laws and regulations may include limitations, restrictions, or other provisions that are different from those identified in the Code. In such cases, the local laws and regulations supersede the Code.

Content

5. Advertising and marketing materials portray casino gaming and casino customers in a responsible manner. Advertising and marketing materials for gaming activities are designed for adults who choose to play casino games.
6. Advertising and marketing materials are consistent with contemporary local standards of decorum and decency. They do not use religious themes, figures, or symbols. Nor do they degrade the image, form, or status of women, men, or any ethnic, minority, or other group.
7. Advertising and marketing materials do not depict, encourage, or condone excessive, irresponsible, or illegal gambling. They do not:
 - 7.1. State or imply that casino gambling is an acceptable means of satisfying work or family commitments, or an alternative to work or family commitments;
 - 7.2. State or imply that casino gambling is necessary for financial, physical, or social success;
 - 7.3. State or imply that casino gambling solves personal problems;
 - 7.4. Portray individuals who are intoxicated, who are compelled to gamble, who have lost control of their faculties, or who have become separated from reality; or
 - 7.5. Suggest in any way that excessive, irresponsible, or illegal gambling is an amusing or acceptable behavior.

8. We only advertise and market gaming activity to adults above the legal age to gamble in a casino. We only advertise our non-gaming amenities to adults over the age of 18 with the exception of venues that require a different legal age to engage in the activity. Our marketing and advertising materials do not:
 - 8.1. Show casino gambling being experienced by anyone under the legal age;
 - 8.2. Use actors in gaming advertising who are below 25 years of age or who reasonably appear to be below the legal age to gamble in a casino or use actors in non-gaming advertising who are below 20 years of age or who reasonably appear to be below 18 years of age;
 - 8.3. Use any symbol, language, gesture, cartoon, music, animated character, entertainment figure, or child's toy that has primary appeal to persons below the legal age to gamble in a casino in any gaming or non-gaming advertising. Material has a "primary appeal" to persons below the legal age to gamble in a casino if it has special attractiveness to such persons above and beyond the general attractiveness it has for persons above the legal age to gamble in a casino.
 - 8.4. Show or imply that casino gambling is a "rite of passage" or otherwise necessary for the attainment of adulthood.
9. Advertising and marketing materials depict casinos as respectable and well-kept establishments.
10. All print gaming advertising includes a message offering a toll-free helpline for individuals who might have a gambling problem. The minimum requirements are subject to the local jurisdictional rules.
11. We sponsor public awareness, education, and other campaigns on problem and underage gambling.

Placement

12. We do not promote gaming activity at any event where the majority of the audience is reasonably expected to be below the legal age to gamble in a casino nor do we promote our brands or non-gaming amenities at events where the majority of the audience is reasonably expected to be below 18. This does not prevent us from erecting advertising or marketing at or near facilities that are used primarily for adult-oriented events, but which occasionally may be used for an event where most attendees are under the legal age to gamble in a casino.
13. No product name, logo, trademark, or service mark is used or licensed for use on clothing, toys, game equipment, or other materials that are intended primarily for persons below the legal age to gamble in a casino. Materials that are intended primarily for persons below the legal age to gamble in a casino, regardless of the presence of any product name, logo, trademark, or service mark, are not used as promotional materials or are given away at events, except in response to a charitable request.
14. Advertising and marketing materials for gaming activity are not placed in magazines, newspapers, television programs, radio programs, or other media where more than 30 percent of the audience is reasonably expected to be below the legal age to gamble in a casino. Advertising and marketing materials for non-gaming amenities are not placed in magazines, newspapers, television programs, radio programs, or other media where more than thirty percent of the audience is reasonably expected to be under the age of 18.
15. We do not advertise our products or brands in college or university newspapers, with the exception of advertising for special events or venues that allow attendance for those 18 years and above. Advertisements elsewhere in college or university media are in conformity with policies promulgated by appropriate college officials or with the prior approval of appropriate college officials.
16. We do not advertise on the comic pages of newspapers or magazines.
17. New advertising is not placed on any outdoor stationary location within 500 feet of an established place of worship or an elementary school or secondary school. If existing advertising is within 500 feet of said locations, contracts for its placement will not be renewed.
18. We are particularly sensitive about the use of the Caesars website. We:
 - 18.1. Post that the website is designed for individuals who are of legal age to gamble in a casino.
 - 18.2. Take appropriate precautions to ensure that visitors to the play for fun casino are 21 or older.
 - 18.3. Include messages discouraging underage and irresponsible gambling.
 - 18.4. Include information on our website about our responsible gambling philosophy, practices, and programs.

Compliance and Dissemination

19. A copy of this code is given to every casino employee and outside agency whose responsibilities include advertising and marketing, as well as to any outside party who might request it.
20. A Code Review Board comprised of Caesars employees meets at least annually and evaluates Code compliance. An annual written report outlining the extent of Code compliance and, if necessary, describing means to ensure greater Code compliance, is prepared for the Board. This report includes a review of current recognized electronic and print composition data in order to ensure that advertisements are placed in compliance with the Code.
21. The Board also meets when necessary to consider complaints about Caesars marketing or advertising materials lodged by any interested party. If clear, objective evidence demonstrates to the Board that any advertising or marketing material is in violation of the Code, the material in question will be withdrawn. All complaining parties are notified of the resolution of their complaints.

Effective Date

22. The provisions of this Code apply to any marketing or advertising activity undertaken on or after May 1, 2009.

For more information on the Caesars Entertainment Marketing and Advertising Code, or on the Caesars Entertainment Code of Commitment contact:

Jan Jones
Senior Vice President of Communications
Caesars Entertainment Corporation
One Caesars Palace Drive
Las Vegas, NV 89109

www.caesars.com

EXHIBIT C INSURANCE REQUIREMENTS

Licensee will maintain at all times during the term of the Agreement, insurance for claims which may arise from, or in connection with, the services performed / products furnished by Licensee, their agents, representatives, employees or subcontractors with coverage at least as broad and with limits of liability not less than those stated below:

I. **Workers Compensation and Employers Liability Insurance**

- Statutory workers compensation coverage
- Employers liability insurance:
 - \$500,000 each accident
 - \$500,000 disease, each employee
 - \$500,000 disease, policy limit

II. **General Liability Insurance**

- Limits: \$2,000,000 per occurrence
\$4,000,000 aggregate
- Limits may be met through a combination of primary and excess policies
- Products / Completed Operations
- Blanket Contractual Liability
- Independent Contractor Liability
- Broad form property damage
- Cross liability, severability of interests
- Personal and advertising injury
- Medical Expense Coverage
- Fire Legal Liability / Damage to Rented Premises

Evidence of Insurance:

* Before the effective date of this Agreement, immediately upon the replacement or renewal of any policy required above, and upon request, Licensee shall provide Caesars Interactive Entertainment, Inc. ("Licensor") with a Certificate of Insurance in accordance with the foregoing and referencing the services to be provided. Such certificate shall be delivered to Licensor and also in electronic format to Ins_Certs@Caesars.com.

General Terms:

* All policies of insurance shall (1) provide for not less than thirty (30) days prior written notice of cancellation to Licensor, 2) have a minimum A.M. Best rating of A VIII, 3) be primary and without right of contribution from any insurance or self-insurance program of Licensor and 4) provide for a waiver of subrogation in favor of Licensor.

* Licensee further agrees that any subcontractors or sub-vendors engaged by Licensee will carry like and similar insurance with the same additional insured requirements.

Additional Insureds. Insurance required to be maintained by Licensee pursuant to this Section (excluding workers compensation) **shall name Caesars Interactive Entertainment, Inc., including its parents, affiliates and subsidiaries, and their respective agents, officers, members, directors, employees, successors and assigns, as additional insureds.** The coverage for an Additional Insured shall apply on a primary basis and shall be to the full limits of liability purchased by Vendor, even if those limits are in excess of those required by this Agreement.

Failure to Maintain Insurance. Failure to maintain the insurance required in this section will constitute a material breach and may result in termination of this Agreement at Licensor option.

Representation of Insurance. By requiring the insurance as set out in this section, Licensor does not represent that coverage and limits will necessarily be adequate to protect Licensee, and such coverage and limits shall not be deemed as a limitation on Licensee's liability under the indemnities provided to Licensor in this Agreement, or any other provision of the Agreement.