

OFFICIAL RULES – “The Party at the Pacific Classic Sweepstakes presented by America’s Best Racing”

NO PURCHASE IS NECESSARY TO ENTER OR WIN. ENTRY INTO THIS SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED BY LAW.

This document sets forth the official rules ("Official Rules") of America's Best Racing's The Party at the Pacific Classic Sweepstakes (the "Sweepstakes"). By entering the Sweepstakes as set forth below, you accept and agree to be bound by these Official Rules and the decisions of TJC Media Ventures, Inc. (d/b/a America's Best Racing) ("America's Best Racing" ("Sponsors")), which shall be final, binding and conclusive on all matters.

Sponsors will be collecting personal data about participants when they register and enter the Sweepstakes. Any use of your data will comply with the terms of the America's Best Racing privacy policy, located at:

https://static.americasbesttracing.net/s3fs-public/FINAL_2021%20ABR%20Privacy%20Policy%20May%202021.pdf?9YR94cmZcHiBeBmmQIUcLpTi7lC02Dfj

TERM: Registration for the Sweepstakes opens at 10:00 a.m. Eastern Time (ET) on July 22, 2021 and closes at 10:00 a.m. Eastern Time (ET) ("Drawing Deadline") on August 2, 2021 (the "Term"). The Sweepstakes is sponsored by America's Best Racing, which maintains an office at 821 Corporate Drive, Lexington, KY 40503.

ELIGIBILITY: The Sweepstakes is open to individuals who are 21 years of age and older and a legal resident of the United States (including the District of Columbia). Employees, suppliers, officers and directors, affiliates and subsidiaries and advertising, promotion, and legal advisors as well as the immediate family and household members of any of TJC Media Ventures, Inc. and The Jockey Club are not eligible. Additional restrictions also apply. Void where prohibited or restricted by law.

ENTRY: To enter, visit the The Party at the Pacific Classic Sweepstakes webpage, located at <https://www.americasbesttracing.net/PartyAtPacificClassic> (the "Webpage"), during the Term to fill out an entry form. Be sure to follow the instructions on the Webpage, provide all required information and submit your entry according to the directions on the screen before the Drawing Deadline. Entrants must provide their full name and a valid e-mail address. LIMIT: ONE (1)

ENTRY PER PERSON AND EMAIL ADDRESS (though additional entries can be gained as set forth below). Subsequent entries will be disqualified. All entries become the property of Sponsors. Entries will not be returned or acknowledged. Entrants with multiple entries will be disqualified.

Based upon America's Best Racing's time clock, your Sweepstakes entry will be determined by Sponsors to have been/not been received by the Drawing Deadline. Electronic entries received after the Drawing Deadline will be void. Sponsors are not responsible for lost, late, misdirected, mutilated, incomplete, or illegible entries, or for any computer-related, online, telephonic, or technical malfunctions that may occur. Entries are void if they are in whole or in part illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error, forged, mechanically reproduced, or obtained through fraud or theft. By entering, you agree to be bound by these Official Rules.

In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. A selected entrant may be required to provide Sponsors with proof that he/she is the Authorized Account Holder of the email address associated with the selected entry.

SELECTION OF THE WINNER: One (1) potential winner will be determined by a random drawing by America's Best Racing within 24 hours of the conclusion of the Drawing Deadline. A representative from America's Best Racing will notify the individual potential winner by email on or about August 2, 2021 via the e-mail address provided upon their entry. Each potential winner will have forty-eight (48) hours from the sending of the email notification to claim the prizes. No prize transfer, assignment, or substitution by winner permitted. Sponsors may substitute the prize or any component thereof for another prize (or component, as the case may be) of equal or greater value. All federal, state, and local taxes, fees, and surcharges on prizes are the sole responsibility of winner. Sponsors are not responsible and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify potential winner. The potential winner will be required to complete, sign and return to Sponsors documents of Sponsors' choosing including, without limitation, tax documents, an affidavit of eligibility, and a release of liability, among others. With regard to the prizes awarded in connection with this Sweepstakes, if (a) the contacted potential winner is deemed ineligible or (b) the contacted potential winner does not contact the Sponsors within 48 hours from the time that Sponsors send notification that the potential winner is a potential winner or (c) the contacted potential winner does not complete all of the documentation required by Sponsors within 48 hours of receipt by such potential winner of such documents, another potential winner will be randomly selected using the same random drawing technology. For the avoidance of doubt, no person will be able to utilize or enjoy the

benefits of a prize unless such person completes (to Sponsors' satisfaction) and returns to Sponsors all of the documents required by Sponsors.

PRIZE:

- Table for four (winner + three guests) for Saturday, August 21, 2021 at Del Mar. Package includes four admission tickets, table for four and \$500 food and beverage line of credit, plus 4 old smoke t-shirts. Approximate Retail Value: \$1,500.

The winner is responsible for any and all taxes, delivery fees, and/or costs related to the processing, maintenance, set up, use and/or receipt of the prize by the winner. Sponsors reserve the right to substitute a prize or an aggregation of prizes of equal or greater value. Odds of winning depend on the number of eligible entries received.

If any potential winner declines the prize, fails to claim the prize, fails to submit the required information, is unavailable for prize fulfillment, fails to abide by the Official Rules, or is ineligible, Sponsors may select an alternate winner from all remaining eligible entries received for the Sweepstakes. If any prize or prize notification is returned as undeliverable, that prize is forfeited and Sponsors may select an alternate winner from all remaining eligible entries received for the Sweepstakes.

The receipt by the winner of the prize identified above is conditioned under the compliance with these Official Rules and with any and all applicable federal and state laws and regulations. Any violation of these official rules by any winner (at the Sponsors' sole discretion) will result in such winner's disqualification as winner and the Sweepstakes and all privileges as winner will be immediately terminated.

WINNER'S NAME. By entering into the Sweepstakes, you agree that Sponsors may make public and use your name and address without further consideration (a) on the Webpage and (b) in any media now known or hereafter developed for promotional and/or publicity purposes, unless expressly prohibited by law. Acceptance of the prize constitutes deemed permission for Sponsors to make public and otherwise use winner's name, voice, picture, likeness, opinions, biographical information, city and state of residence, and submitted work without further compensation in any media now known or hereafter developed for promotional and/or publicity purposes, unless expressly prohibited by law. The winner also agrees to participate in and cooperate with any promotional activity and/or publicity relating to the Sweepstakes, as Sponsors may reasonably request from time to time.

LIMITATION OF LIABILITY:

By participating, you release Sponsors, their respective affiliates, parents, and subsidiary companies; their employees, agents, and officers and directors; and their advertising and promotion agencies, as well as all others associated with the development and execution of this Sweepstakes, from and against any and all

liability with respect to or in any way arising from the Sweepstakes and the awarding and use of the prize.

IN NO EVENT WILL SPONSORS, THEIR LICENSEES AND/OR THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND/OR RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THE SWEEPSTAKES, ACCESS TO, PROVISION OF OR USE OF THE PRIZE. EVERYTHING PROVIDED BY SPONSORS IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TIMELINESS, ACCURACY OR NONINFRINGEMENT.

Sponsors shall not be responsible for any incorrect or inaccurate registration information, human error, technical malfunction, failures, omissions, interruptions, deletions, or defects of any electronic or telephone network, computer online system, computer equipment, servers, access providers, or software, including any injury or damage to participants' or any other persons' computers relating to or resulting from participation in this Sweepstakes; inability to successfully transmit your entry; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entry submissions that are processed late or incorrectly or are incomplete, garbled, or lost due to computer or electronic malfunction or traffic congestion on the Internet or any website. Proof of entering information and submission is not considered proof of delivery or receipt. The submission of entries online within the allotted time shall be the sole responsibility of the registrant; Sponsors are not responsible for lost, unopenable, misdirected, or late entries, failure to deliver or delays in delivery. All entries become the sole property of the Sponsors and will not be returned or acknowledged.

If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto. You further represent and warrant that your actions do not violate your employer's or company's policies and procedures.

DISPUTES: As a condition of participating in the Sweepstakes, you agree that any and all disputes which cannot be resolved between you and Sponsors, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually, without resort to any form of class action. Such disputes shall be resolved before a state or federal court located in [Lexington, Kentucky] which court shall apply the laws of the [Commonwealth of Kentucky] without regard for principles of conflicts of law. Your registration for the Sweepstakes signifies your consent to the exclusive jurisdiction of the state and federal courts located in [Lexington, Kentucky]. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim

punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses (i.e., costs associated with entering the Sweepstakes), and you further waive all rights to have damages multiplied or increased. In addition, in connection with any such dispute you waive your right to a jury trial.

MISCELLANEOUS.

(a) Sponsors reserve the right at their sole and absolute discretion (i) to cancel, terminate, modify or suspend the Sweepstakes; and/or (ii) to disqualify any individual they find to be tampering with the entry process or the operation of the Sweepstakes or Webpage. Sponsors may prohibit an entrant from participating in the Sweepstakes or winning the prize if, in their sole and absolute discretion, they determine that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants, Sponsors or users of the Sponsors' service. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsors reserve the right to seek damages from any such entrant to the fullest extent of the law.

(b) Nothing contained in these Official Rules or on the Sponsors websites shall be construed to place the entrant and Sponsors or any other person or entity in the relationship of partners or joint venturers.

(c) No waiver, modification or cancellation of any term or condition of these Official Rules shall be effective unless expressly stated in a writing executed by Sponsors.

WINNER LISTING. To receive the name of the winning entrant, send a self-addressed, stamped envelope to "The Party at the Pacific Classic Sweepstakes", to Senior Manager, Digital Media, TJC Media Ventures, Inc., 821 Corporate Drive, Lexington, KY 40503 and a notification identifying the winner will be sent to you.