

OFFICIAL RULES – “America’s Best Racing Fan Choice Awards”

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 the America's Best Racing Fan Choice Awards (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. ("Sponsor"), 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 respective Sponsors' privacy policies (depending upon which of the Sponsors is holding your data, both having the ability to do so) located at:

For TJC Media Ventures, Inc.: https://static.americasbesttracing.net/s3fs-public/Privacy%20Policy%20-%20ABR.pdf?Rx_3eRIS8aXr3.RfBiCw5Vb_1oBfgBws

TERM: Registration for the Sweepstakes opens at 9:01 a.m. Eastern Time (ET) on November 6, 2019 and closes at 4:01:59 p.m. (ET) ("Drawing Deadline") on November 20, 2019 (the "Term").

ELIGIBILITY: The Sweepstakes is open to individuals who are 21 years of age and older and a legal residents 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., The Jockey Club, Keeneland Association, Inc., Old Smoke Clothing, Christine A. Moore Millinery, Secretariat.com, and Breeders' Cup Limited are not eligible. Additional restrictions also apply. Void where prohibited or restricted by law.

ENTRY: To enter, visit the America's Best Racing Fan Choice Awards Sweepstakes webpage, located at www.americassracing.net/fan-choice-awards/vote-now ("Webpage"), during the Term to provide your email address and make a selection. Be sure to follow the instructions on the Webpage on how to vote, provide all required information and submit your entry according to the directions on the screen before the Drawing Deadline. In order to submit a valid entry, each entrant must provide a valid email address and make a selection for a Fan Choice Award winner. **LIMIT:** ONE (1) ENTRY VIA THE WEBSITE PER EMAIL ADDRESS. Subsequent entries utilizing the same email address will be disqualified. All entries become the property of Sponsors.

Based upon Sponsors' 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: The single potential winner will be determined by random drawing on or about November 21, 2019 at approximately 12:00 p.m. ET. The winner will be notified by email on or about May 21, 2019 via the e-mail address provided upon their entry. The 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 is 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 sends 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, another potential winner will be randomly selected. For the avoidance of doubt, no person will be able to utilize or enjoy the benefits of the prize unless such person completes (to Sponsors' satisfaction) and returns to Sponsors all of the documents required by Sponsors.

PRIZES:

The single Winner of the Sweepstakes will be awarded the following prizes (subject to the limitations set out below):

- VIP trip for two to the 2020 Breeders' Cup World Championships at Keeneland Race Course in Lexington, Kentucky on November 6 and 7, 2020, including:
 - Tickets for two (2) VIP Trophy Lounge seats (in no event are the tickets transferable) - Approximate Retail Value: \$5,000
 - Subject to the limitation set forth in this paragraph and below, round-trip coach class (or the equivalent) airfare for the Winner and one (1) guest to Lexington, KY's Bluegrass Airport ("LEX") from the airport closest to Winner's residence offering direct or indirect service to the LEX airport with the outbound flight taking place on November 5, 2020 and with the return flight taking place no later than November 8, 2020. The Winner will be responsible for booking companion departure and return flights for both Winner and the Winner's guest with the cost thereof to be charged to the Winner's credit card. Within a reasonable time of the Winner's presentation of evidence of payment for such tickets, Sponsor will reimburse the Winner for such airfare costs up to but not exceeding \$1,000. In the event that such airfare/travel costs exceed \$1,000, then the winner will be reimbursed \$1,000 and the balance of the costs shall be for the Winner's account. Approximate Retail Value: \$1,000.
 - Subject to the limitations below a three (3) night stay for the Winner and the Winner's guest in a room of Sponsor's choice at a hotel of Sponsor's choice in the vicinity of Lexington, KY, with check-in on November 6, 2020 and check out on November 8, 2020; Approximate Retail Value: \$1,500
- Subject to the limitations and provisions set out below under the header entitled "Prize – Wager", one (1) wagering voucher for a single "win" bet valued at \$10,000.00 to be placed on the Breeders' Cup Classic race on November 7, 2020. Approximate Retail Value: \$10,000.
- Two Old Smoke Clothing T-shirts from the ABR collection, one of each for each of the winner and guest. Approximate Retail Value: \$70.
- The Winner and the Winner's guest will each receive either a fedora or fascinator by Christine A. Moore Millinery from the America's Best Racing Signature Collection. Approximate Retail Value: up to \$400, depending upon selections.
- Cash in the amount of \$2,500.00.

Estimated total value of all prizes: \$19,470

PRIZE-WAGER:

The wager prize will be provided to the Winner in the form of a voucher that may only be used by the Winner to place a single "win" bet on the outcome of the Breeders' Cup Classic race on November 7, 2020. The Winner has not won Ten Thousand Dollars (\$10,000) but has simply won the right to direct one (1) free "win" wager in the amount of Ten Thousand Dollars (\$10,000) which will be placed on one (1) horse selected by Winner. The wager voucher itself has no cash value to Winner and cannot be transferred or redeemed for cash by the Winner. Failure by Winner to place the full amount of the voucher on a single win bet on the above-referenced Breeders' Cup Classic race will result in forfeiture of this portion of the Prize. Winner will win the proceeds, if any, of the free wager to be redeemed in accordance with all Keeneland Race Course policies and procedures and applicable law. If the 2020 Breeders' Cup Classic is cancelled for any reason, the \$10,000 voucher will not be awarded and the remaining elements of the Prize shall constitute full satisfaction of Sponsor's prize obligation to winner and no additional compensation will be awarded.

Travel to Lexington, Kentucky is subject to flight availability. Changes to airline and hotel reservations, once made, may not be permitted. Positive identification will be required at the time of check-in at the airport and hotel. Checked luggage fees may apply. Travel must be round-trip and is subject to standard airline and hotel terms and conditions. Flight schedules are subject to change without notice. Travel may not be combined with any other offer and may not qualify for frequent flyer miles or hotel points. All travel will be at the risk of winner. Sponsor will not replace any lost or stolen tickets, vouchers or certificates.

All expenses not specifically mentioned herein are not included and are solely the responsibility of the Winner, including but not limited to: round-trip transportation between the residence of the Winner and any airport, round-trip transportation between the airport and the hotel, alcoholic beverages, bag check fees, fax, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls.

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 reserves 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 a winner is a subject to the U.S. tax law (U.S. citizen or U.S. resident), he or she must complete and submit to Sponsors IRS form W-9 prior to receiving the prize.

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 Contest, as Sponsors may reasonably request from time to time.

LIMITATION OF LIABILITY:

By participating, the winner release Sponsors, their respective affiliates, parents, and subsidiary companies; their employees, agents, and officers; 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 is 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 reserves the right at its sole and absolute discretion (i) to cancel, terminate, modify or suspend the Sweepstakes; and/or (ii) to disqualify any individual it finds 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 its sole and absolute discretion, it determines 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 reserves 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 website 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 "America's Best Racing Fan Choice Awards", 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.