

## **OFFICIAL RULES OF THE NEW ORLEANS WINNING WEEKEND SWEEPSTAKES (“OFFICIAL RULES”)**

### **NO PURCHASE NECESSARY**

1. The NEW ORLEANS WINNING WEEKEND SWEEPSTAKES ("the Sweepstakes") is sponsored by TJC Media Ventures, Inc. d/b/a America's Best Racing ("ABR" or "Sponsors"). The geographic scope of this Sweepstakes is the forty-eight (48) contiguous United States and the District of Columbia.
2. By entering the Sweepstakes, you indicate your full and unconditional agreement to, and acceptance of, (a) these Official Rules and (b) Sponsor's decisions, which are final and binding. Winning the prizes identified below is contingent upon fulfilling all requirements set forth in these Official Rules.
3. The Sweepstakes is subject to all federal, state and local laws. Void where prohibited. ABR shall be entitled to interpret these Official Rules as needed – including but not limited to rules regarding entries, selection of winners, deadlines, restrictions on prizes, and eligibility – and all of its decisions are final. By entering, entrants agree to these Official Rules. Limit one (1) entry per person.
4. Sweepstakes begins on January 28, 2020 at 12:00 pm eastern time and ends on February 17, 2020 at 5:00 p.m. eastern time. Entry deadline is February 17, 2020 at 5:00 pm eastern time. ABR's server is the official time-keeping device for this Sweepstakes promotion. Drawing to determine winner will be held on or about February 18, 2020.

### **ELIGIBILITY**

4. All entrants must be at least twenty-one (21) years old and legal residents of the forty-eight (48) contiguous United States and the District of Columbia at the time of entry.
5. Employees of ABR and its affiliates, Fair Grounds Racecourse and Slots, Old Smoke Clothing, Christine A. Moore Millinery, and the members of their immediate families (defined as spouse, parents, siblings or children) and households (whether or not related), are not eligible to enter or win.

### **PRIZE**

6. Prize (1): Trip Prize consists of only the following elements:
  - o Subject to the limitation set forth in this paragraph, round-trip coach class (or the equivalent) airfare for the winner and one (1) guest to New Orleans' Louis Armstrong International Airport (MSY), New Orleans, Louisiana from airport closest to winner's residence offering direct or indirect service to the MSY airport commencing March 19, 2020 and returning no later than March 22, 2020.; In commercially reasonable

consideration of the winner's and its guest's schedules and applicable flight availability, ABR will book 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. ABR will reimburse the winner for such airfare costs up to \$1,200. In the event that such airfare/travel costs exceed \$1,200, then the winner will be reimbursed \$1,200 and the balance of the airfare costs shall be for the winner's account. Please allow at least 15 days from date of receipt of proof of travel purchase for reimbursement. Actual Retail Value ("ARV"): \$1200

- VIP experience for the winner and the winner's guest at Fair Grounds Race Course and Slots on March 21, 2020 the scheduled date of the Louisiana Derby, plus a \$50 betting voucher. ARV: \$150
- The winner and the winner's guest will each receive either a fedora or fascinator by Christine A. Moore from the America's Best Racing Signature Collection. ARV: up to \$400 depending upon selections.
- 2 Old Smoke Clothing T-shirts, one of each for each of the winner and guest. ARV: \$75
- A three (3) night stay for the winner and guest at a hotel of ABR's selection, with check-in on March 19, 2020, check-out on March 22, 2020; ARV: \$700
- A \$50 wagering voucher for use at the Fairgrounds Racecourse.

Approximate Retail Value of all prizes ("ARV"): \$2,575

7. Actual value of the prizes may vary based on point of departure, transportation method selected, availability and seasonal or other fluctuations. Any difference between the stated value and actual value will not be awarded and winner will not be entitled to any reimbursement or other compensation for such difference. Odds of winning depend on the number of entries received.

8. The 2020 Louisiana Derby event and other prize-related events (for example, without limitation, dinner at a particular location) are subject to cancellation, delay or unavailability. In the event that the of such a cancellation, delay or unavailability, Sponsors shall have no responsibility or liability to the winner or the winner's guest for any additional prizes, rainchecks, rescheduling, passes to future events or any expenses incurred as a consequence of such a cancellation, delay or unavailability.

## **PRIZE RESTRICTIONS**

8. Winner assumes sole responsibility for all costs associated with the prize not explicitly outlined above, including without limitation, all federal, state and local taxes (if any), any and all other taxes, passport expenses, fees, surcharges on a prize, upgrades, additional meals, beverages, and alcoholic beverages, all tips, gratuities, sightseeing, souvenirs, and trip insurance, all hotel accommodations not expressly included above, ground transportation to between winner's home and airport, and incidentals. Hotel may require credit card or cash deposit for incidentals. Winner must be at least twenty-one (21) years of age and will be required to execute and return a notarized travel/liability release and (where legal) publicity release prior to issuance of travel documents.

9. Winner and Guest are solely responsible for making and confirming transportation reservations to and from New Orleans. All trip prize elements are subject to availability and confirmation of reservations. Travel restrictions may apply. Travel must commence March 19, 2020 and be completed by March 22, 2020. All trip prize elements must be utilized during single trip and trip prize must be completed within its entirety no later than March 22, 2020 or it will be forfeit. Trip prize must be taken on travel dates set forth above in prize description and winner and guest must travel on same itinerary. Other restrictions apply.

10. All details of all prizes shall be at ABR's sole discretion. Prize is not redeemable for cash and may not be sold, bartered or auctioned. Prize may not be transferred or substituted except that ABR in its discretion may substitute a prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any such changes will be announced.

11. Any portion of prize not used by winner is forfeit and no cash substitute will be offered or permitted. Prize offered is provided "as is" with no warranty or guarantee either express or implied by Sponsors. Merchandise prizes carry no warranty. Sponsors have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to prize, including but not limited to its quality, condition or fitness for a particular purpose. Other restrictions apply.

## **HOW TO ENTER; LIMITATIONS**

12. Entries will be accepted beginning January 28, 2020 at 12 pm ET and ending February 17, 2020 at 5 pm ET ("Entry Period"). To enter, visit the Sweepstakes entry page at <https://www.americasbestracing.net/nolasweeps/> and complete an Official Entry Form with the following required information: (a) name, (b) e-mail address, and (c) daytime phone number.

13. Limit one (1) entry per person or email address during the Entry Period. Additional entries received from any such person or email address thereafter will be void. Any use of robotic, repetitive, automatic, programmed, script, macro, or any other automated means or similar entry methods or agents (including, but not limited to, contest-entry services) are prohibited and will void all entries submitted by that entrant.

14. Entries must include a valid e-mail address for the entrant. In the event of a dispute as to the identity or eligibility of a winner based on an e-mail address, the winning entry will be deemed made by the "Authorized Account Holder" of the e-mail address number used at time of entry. "Authorized Account Holder" is defined as the natural person, twenty-one (21) years of age or older, who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address or the natural person, twenty-one (21) years of age or older.

15. To be eligible for the drawing, all entries must be received by ABR no later than February 17, 2020 at 5 pm ET. Entrants who fail to provide the required information will not be eligible to win and will not be notified by ABR. ABR is responsible for, and entrants assume all risk of, entries that are lost, misdirected, mutilated, garbled,

distorted, truncated, incomplete, not legible, if they contain errors or if for any reason they are not received by ABR prior to the stated deadline, and all such entries are void. All entries become the property of ABR and will not be returned or acknowledged.

16. The information that you provide in connection with the Sweepstakes may be used by ABR in accordance with its Privacy Policies, which are found at [https://static.americasbestracing.net/s3fs-public/Privacy%20Policy%20-%20ABR.pdf?Rx\\_3eRIS8aXr3.RfBiCw5Vb\\_1oBfgBws](https://static.americasbestracing.net/s3fs-public/Privacy%20Policy%20-%20ABR.pdf?Rx_3eRIS8aXr3.RfBiCw5Vb_1oBfgBws), and which may be updated from time to time according to their respective terms.

## **PRIZE DRAWING**

17. On February 18, 2020 at 12 pm ET or within a reasonable time thereafter, ABR or its designee will randomly choose one (1) name from all timely entries received. Subject to verification of eligibility, the person whose name is so drawn will be declared the winner.

## **WINNER NOTIFICATION**

18. ABR will contact potential winner in accordance with the information supplied to ABR on his/her Entry Form. Winner may be verified over the telephone at the time and may be asked to provide ABR with valid identification and execute an affidavit of eligibility or declaration and, where legal, a publicity release, and return these documents within five (5) days of notification. Acceptable identification includes a valid driver's license or other valid picture ID showing name and address. Winner may also be required to sign other legal documents, including tax forms and a release supplied by ABR that, among other disclaimers, releases Sponsors and a range of subsidiaries, directors, agents, agencies, affiliates, franchisees, promoters, officers, directors, employees and related persons from any and all liability related to this Sweepstakes and the receipt and use of prize. The potential winner must complete all of the requirements set forth in these Terms and those other requirements which are reasonably necessary in order to be deemed to be the "winner" and receive the prizes. Upon verification of eligibility, winner's name may, in ABR's sole discretion, be posted at AmericasBestRacing.net or ABR's social channels.

19. In the event that any potential winner (a) cannot be contacted directly by ABR within forty-eight (48) hours from initial attempted notification, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, (d) or is otherwise determined to be ineligible, ABR in its discretion may disqualify that individual and an alternate winner will be chosen by random drawing to be held as soon as reasonably practicable after initial winner is determined to be ineligible. Alternate winners are subject to all eligibility requirements and restrictions of these Official Rules. ABR will conduct up to two (2) alternate drawings. If ABR is unable to confirm an eligible winner after two (2) alternate drawings, no further drawings will be conducted and the prize will not be awarded.

## **PUBLICITY RELEASE**

20. By accepting a prize, winner agrees to award ABR the right to publicize his or her name, photographs (including the use and appearance of winner's photograph on ABR's

websites and social media channels), likeness, biographical information, e-mail address, voice and details of winning for purposes of this and future promotions without further compensation, except where prohibited.

## **LIMITATION OF LIABILITY/DISCLAIMER OF LIABILITY**

21. Entrants agree that ABR and any other sponsors, and their respective affiliates, subsidiaries, officers, directors, employees, agents, agencies, franchisees, promoters, and related persons (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, undeliverable, damaged or stolen mail, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic, or for entries that for any reason are not received by ABR by the deadlines stated above; (b) are not responsible for any incorrect or inaccurate information, whether caused by entrants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Sweepstakes or in the printing of this offer, administration of this Sweepstakes, or in the announcement of the prize; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in this Sweepstakes, or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Sweepstakes; (e) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Sweepstakes, the acceptance of entries, the selection of the winner, the prize or otherwise in any Sweepstakes-related materials; (f) are not responsible for any unauthorized third party use of any entry; (g) are not responsible for the inability to select a winner because of postal failure, equipment failure, or data storage failure; and (h) are released from any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, arising in whole or in part directly or indirectly, from participating in the Sweepstakes (in whole or in part), the use (including modification, adaptation, and reproduction) of entry materials during or after the Sweepstakes, and the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of any prize.

## **MISCELLANEOUS**

22. Any third party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third party trademarks in these Official Rules or in the Sweepstakes is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Sweepstakes.

23. ABR reserves the right to cancel, terminate or suspend this Sweepstakes or any part of this Sweepstakes should any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or other causes beyond its control, corrupt or impair the security, administration, fairness and/or operation of this Sweepstakes as determined by ABR in its sole discretion, at which time, ABR will select the winner by conducting a random drawing from among all non-suspect entries received at the time of the Sweepstakes cancellation, termination or

suspension.

24. ABR reserves the right to prohibit any entrant from participating in the Sweepstakes if, at their sole discretion, ABR finds such entrant to be tampering with the entry process or the operation of the Sweepstakes, or if such entrant repeatedly shows a disregard for, or attempts to circumvent, these Official Rules, or acts: (a) in a manner ABR determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other entrant or Sponsors; or (c) in any other disruptive manner. Any person attempting to defraud or tamper with this Sweepstakes in any way will be ineligible for a prize and may be prosecuted to the full extent of the law. Tampering includes attempting to enter more than the number of entries permitted by these rules including by using an automated device or by using more than one e-mail address. Any failure by ABR to enforce any of these Official Rules shall not constitute a waiver of such Official Rules. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ABR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

25. ABR reserves the right to correct typographical or clerical errors in any sweepstakes-related materials. 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, ABR reserves the right to award only the stated number of prizes by a random drawing from among all legitimate, un-awarded, eligible prize claims.

## **DISPUTES**

26. By entering the Sweepstakes, entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to you.

27. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants, ABR and any other Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of Louisiana, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Louisiana. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of Louisiana, Orleans Parish and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of

whatever nature arising under or relating to these rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

## **WINNER'S LIST/OFFICIAL RULES COPY**

28. For winner's list (available after March 20, 2020) or a copy of the Official Rules, mail a self-addressed, stamped envelope to: NEW ORLEANS WINNING WEEKEND SWEEPSTAKES c/o TJC Media Ventures, Inc., 40 East 52<sup>nd</sup> Street, New York, NY 10022, specifying either "Winner's List Request" or "Official Rules Request." Vermont and Washington residents may omit return postage. Official Rules are also available at <https://woobox.com/zmkq2x>.