

# America's Best Racing

## **STAY LUCKY CONTEST-- Official Rules**

### **INTRODUCTION**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

BY REGISTERING AND/OR PARTICIPATING, EACH PARTICIPANT ACCEPTS AND AGREES (I) TO BE BOUND BY THESE OFFICIAL RULES, THE AMERICASBESTRACING.NET PRIVACY POLICY AND TERMS OF USE (IN THE EVENT OF A CONFLICT BETWEEN THESE OFFICIAL RULES AND THE PRIVACY POLICY, THE TERMS OF THESE OFFICIAL RULES SHALL CONTROL), AND (II) THAT THE DECISIONS OF SPONSOR'S CONTEST JUDGES WHICH SHALL BE FINAL AND BINDING IN ALL RESPECTS. VOID WHERE PROHIBITED BY LAW.

THE STAY LUCKY CONTEST IS A FUN AND TOTALLY FREE COMPETITION DESIGNED TO INCREASE CONSUMER AWARENESS OF AND INTEREST IN THOROUGHBRED HORSE RACING. THIS CONTEST MAY NOT BE USED FOR, OR IN CONNECTION WITH, ANY FORM OF GAMBLING.

### **ELIGIBILITY**

The Contest is open only to legal residents of the 50 United States and the District of Columbia who are at least eighteen (18) years of age or older (or the legal age of majority in the case of legal residents of certain states where the legal age of majority is greater than eighteen (18) years of age) at the time of entry with a valid e-mail address and Internet access as of January 21, 2021. If you are not eligible due to the preceding requirements, you may still play, but WILL NOT be eligible to receive any prizes.

Employees or consultants of TJC Media Ventures, Inc. ("America's Best Racing" or "Sponsor"), its insurers or any of their respective parents, affiliates and subsidiaries (collectively, "ABR Entities") are not eligible to win a prize. Also not eligible to win a prize are employees or consultants of any of America's Best Racing's advertising and promotion agencies, contest sponsors, third-party prize providers, contest insurers and their respective immediate family members (parent, sibling, child or spouse and their respective spouses, regardless of where they reside) and any person residing in the same households of any of the same, whether or not related to such persons.

The object of the America's Best Racing Stay Lucky Contest (the "Contest") is to pick winners of certain graded stakes races identified by America's Best Racing in order to establish a virtual

"winning streak" and keep compiling wins without any intervening losses for as long as possible. You'll do this by picking winners from the certain North American graded stakes races selected by Sponsor with at least seven (7) horses entered which are selected for the Contest by America's Best Racing (i.e., a "Qualifying Race") and made available via the free America's Best Racing Stay Lucky mobile application (the "Application"). If the racehorse you select wins the applicable Qualifying Race, your streak continues. If the racehorse you select does not win the applicable Qualifying Race, your streak ends. Following such a loss, you may continue to participate in the Contest, but you will start from a zero (0) wins starting streak position. For the avoidance of doubt, a horse "wins" a Qualifying Race only where it finishes the race in first place as reflected by the Official Result for that race. The term "Official Result" means the official results for the applicable Qualifying Race as first reported by Equibase Company LLC ("Equibase").

The Contest season begins with the first Qualifying Race that is run on January 21, 2021 and ends at 11:59:00 p.m. on November 6, 2021 ("End Date"). All streaks then in process will end (i.e., all streaks will be set to zero (0)) on the End Date and no such streak will be carried forward to any future versions of the Stay Lucky Contest.

## HOW TO REGISTER

You may register to participate in the Contest at any point during the year by using the Application. No other method of registration will be accepted. All entries must include a valid e-mail address for the participant. Limit one (1) registration account per person. Use of multiple identities, unique email addresses, or other means to create additional registrations or accounts is grounds for disqualification.

To register for the Contest, install the Application using a compatible device (Apple devices running iOS 11 operating systems and later, and Android devices running Android 5.1 "Lollipop" operating systems or later). Once installed, follow the instructions to launch the Application and register for the Contest. Please note: Standard data usage and other carrier fees may apply; check with your carrier for pricing details. Wireless service is not available in all areas. Throughout the Contest, America's Best Racing may release important updates to the Application for which you will receive notification via in-app messaging or otherwise. Be sure to install these updates to ensure you are able to make selections via the Application. America's Best Racing shall have no responsibility or liability for any lost or undelivered race selections, transmission errors or any other factors which may impede or impair any Contest participant's access to the Contest, submission of picks or any other problems which may arise due to a participant's failure to update the Application with the then most current update available for the Application.

## HOW TO PLAY

**Selecting Your Winners** - Each day on which there are one or more Qualifying Race(s), you may attempt to predict a winner from the list of horses entered into such race(s) (the "**Active Horses List**"). You may select any horse in a Qualifying Race from the **Active Horses List**,

including any horse you have previously chosen for an earlier race, until fifteen (15) minutes prior to the scheduled post time (based upon the time at the location of the race) for such race (the "**Lock Time**"), after which a selection cannot be changed and races will be closed for new selections. You can make your selections as soon as the entries become available via the Application and you may select as many winners (one per race) as there are Qualifying Races. Horses may be "scratched" (removed from the race by its owner, trainer, veterinarian or race officials, among others) from races for many reasons (veterinarian decision, surface change, inclement weather, etc.) without warning, in which case you will be permitted to adjust your pick before Lock Time or, if you are unable or do not have time to change the pick, your selection of a scratched horse will not impact upon your streak. For example, if you have a streak of six wins and select a horse that subsequently is scratched from a Qualifying Race and you do not make a subsequent alternative selection, your streak will remain intact at six wins notwithstanding the outcome of that race.

You must make a minimum of one (1) selection per week in order to maintain your current streak. Each calendar week runs from Monday at 4:15 a.m. Eastern Time ("ET") through the following Monday at 4:14.59 ET. If one calendar week passes without a player making at least one (1) selection, the player's streak will be reset to zero (0).

"Also-eligible" and "main-track-only" entrants will be available among the entries for selection. "Also-eligible" horses may be added into a race in the event of a scratch of another horse from a full (maximum capacity) field; "main-track-only" horses may be entered for turf races with the condition that they only will compete if the race is moved off the turf track to the main dirt or synthetic surface track. In either instance, players may select those horses. If such a runner starts in the race and wins, one (1) victory will be added to your the current streak. If that runner starts in the race and does not win the race, your streak will be reset to zero (0). If the horse does not compete, it will be officially listed as a scratch (as outlined above) and the race will not count for or against your current streak. If a horse that you have selected is disqualified, it will be deemed to be a loss and your streak will be reset to zero (0).

Only those horses that are identified as winners in the Official Results (as defined above) for a Qualifying Race will count toward a streak. In the event of a disqualification by the racetrack stewards, the Official Result from Equibase will control, and only players selecting the winner identified by the Official Result will have that win credited to their streaks.

## **ESTABLISHING AND MAINTAINING A STREAK**

All Contest selections must be made via the Application. Any selection of a horse communicated to America's Best Racing via alternative means shall be void. Your streak is measured by the number of consecutive winners you select. Your streak will automatically end and you must start to build your streak again from zero (0) if you select a horse who does not win the Qualifying Race for which you selected that horse to win.

In the event of a dead heat (a tie between two or more horses) for first place being the Official Result, players who select one of the two (2) or more horses officially credited with a win in the Official Result will add one (1) win to their current streak.

Participants will be allowed to select a winner from multiple Qualifying Races on a given day. For example, if a player picks four (4) winners from four Qualifying Races on a given day, that player will be credited with four (4) wins to their current streak.

You can make your picks once official entries for each Qualifying Race become available via the Application. You can select winners of as many Qualifying Races as there are available on a given day. Streaks will be updated one time per day at 4 a.m. ET. Streaks will be scored for streak determination purposes, in order, based upon the most recent (i.e., closest to the actual start of the race) scheduled post time listed by Equibase. In the event that two races have exactly the same most recent post time listed by Equibase, the final winning time of the race will be used to determine which race will be included in streak calculations first. (For example, a three-quarter mile Qualifying Race and a 1 ¼-mile Qualifying Race start at the same time. The former race is won by a horse in 1:09.55; the latter is won by a horse in 2:01.57. In this instance, the three-quarter-mile race would be credited against streaks first.) In the event that two races have the same most recent scheduled post time as listed by Equibase and are won in the exact same time — (for example, two three-quarter-mile sprints both won in 1:09.42) — the races will be credited against streaks on an alphabetic basis using the applicable racetracks' official titles for the races in question.

All streaks that are current through the conclusion of the Contest on November 6, 2021 will be reset to zero (0) on the conclusion of that date and no streaks will carry forward to any subsequent versions of this contest.

## **PRIZES**

Prize winners are fully responsible for any and all applicable federal, state, county and local taxes (including income and withholding taxes) due as a result of acceptance of a prize. All costs and expenses associated with prize acceptance and use not specified herein as being provided by America's Best Racing including, but not limited, to any and all costs and expenses incurred by accepting and using any prize are the sole responsibility of the winners. Prizes are non-transferable and non-assignable, with no cash redemptions except in America's Best Racing's sole and absolute discretion. America's Best Racing reserves the right to substitute a prize of comparable or greater value if any advertised prize becomes unavailable. All prize details are at the sole discretion of America's Best Racing. **NO PRIZES WILL BE AWARDED IF NO PARTICIPANT ACHIEVES A WINNING STREAK OF AT LEAST FIVE (5) WINNERS. Prizes may be won cumulatively - so a Contest participant may win prizes at multiple tiers during a streak. However, participants are eligible to win only one prize per tier regardless of win accumulations in different streaks.**

**Contest prizes are limited in number on a prize-by-prize basis as identified below. All prizes will be available on a "first come, first served" basis meaning that the limited number of prizes made available at any given time throughout the Contest will be diminished as they are won by participants. Prizes at each prize level will be available until all of the identified available items at that level have been won. Once the available number of prizes for a given prize type have been exhausted, participants whose streaks reach that level will either win the alternative prize available at that streak level (if still available), or,**

**if no prizes at that streak level remain, no further prizes for achieving that streak level will be awarded. All prizes are subject to terms, conditions and limitations of the applicable prize provider. Where a prize has associated terms, conditions, and restrictions the winner accepts the prize subject to those terms and conditions and restrictions.**

## **GRAND PRIZE**

The first eligible participant, if any, to achieve at least an unbroken twenty (20) race winning streak per these Official Rules will be eligible to receive that participant's choice of either: (1) \$1,000,000 paid via a forty (40) year annuity that pays out \$25,000 per year for forty (40) years with no interest accruing on such amount, or (2) a one-time payment of a lump sum of \$550,000. For the avoidance of doubt, a maximum of one (1) Grand Prize is available to be awarded for the entire Contest. **NOTE: Grand Prize will only be awarded if an eligible participant achieves an unbroken win streak greater than or equal to twenty (20) in accordance with these Official Rules.** In the event two (2) or more eligible participants have a win streak of nineteen (19) going into the same Qualifying Race, and two (2) or more of such eligible participant(s) gets to twenty (20) during that same Qualifying Race, the Grand Prize will be divided evenly among all such tied, eligible participants. For the avoidance of doubt, in the event any eligible participant has a streak of nineteen (19) and makes a pick that fails to win, such participant's streak would automatically end and returned to zero. **IN NO EVENT WILL MORE THAN ONE (1) GRAND PRIZE BE AWARDED FOR THE ENTIRE CONTEST.**

## **OTHER PRIZES**

### **Streak of 5**

Subject to the number of prizes available for each option listed below, where a participant reaches a five (5) race win streak he/she will win (subject to the quantity limitations set out below):

One (1) 15% discount on purchases of Old Smoke-branded items worth up to \$200 from [www.oldsnoke.com](http://www.oldsnoke.com) (estimated value: \$30) During the term of this Contest, up to three hundred (300) of this prize are available to be won.

### **Streak of 7**

Subject to the number of prizes available for each option listed below, where a participant reaches a seven (7) race win streak he/she will win that participant's choice of any one (1) of the following three (3) items (subject to the quantity limitations set out below):

(a) A 2021 National Handicapping Tour membership. (Estimated Value: \$50) During the term of this Contest, up to one hundred (100) National Handicapping Tour memberships are available to be won. This prize is only available to Contest participants who are 21 years of age or older.

Or:

(b) One-month subscription to the Equibase STATS Race Lens handicapping product through [www.equibase.com](http://www.equibase.com). (Estimated Value: \$129) During the term of this Contest, up to one hundred (100) STATS Race Lens handicapping products are available to be won.

Or:

(c) One (1) 25% discount on purchases of Old Smoke-branded items worth up to \$200 from [www.oldsмоke.com](http://www.oldsмоke.com) (Estimated value: \$50) During the term of this Contest, up to three hundred (300) of this prize are available to be won.

## **Streak of 9**

Subject to the number of prizes available for each option listed below, where a participant reaches a nine (9) race win streak he/she will win that participant's choice of any one (1) of the following three (3) items (subject to the quantity limitations set out below):

(a) One (1) 35% discount on purchases of Old Smoke-branded items worth up to \$200 from [www.oldsмоke.com](http://www.oldsмоke.com) (Estimated value: \$70) During the term of this Contest, up to three hundred (300) of this prize are available to be won.

OR

(b) Twelve month Racetrack Television Network (RTN) Subscription, live video streaming and race replay package and an included Roku streaming media player. (Estimated value: \$400) During the term of this Contest, up to fifty (50) of this prize are available to be won.

OR

(c) One (1) men's hat or one (1) women's hat from among choices provided by Christine A. Moore Millinery (Estimated Value: up to \$650). During the term of this Contest, up to thirty-five (35) hats are available to be won.

## **Streak of 14**

Subject to the number of prizes available for each option listed below, where a participant reaches a fourteen (14) race win streak he/she will win that participant's choice of either one (1) of the following two (2) items (subject to the quantity limitations set out below): (a) One (1) VIP Package to the 2021 Breeders Cup™ at Del Mar Thoroughbred Club, Del Mar, California, which will include the following for the winner and one guest: two (2) tickets on Friday, November 5, 2021, and two (2) tickets on Saturday, November 6, 2021, and \$3,000 in cash (cost of travel not included, all travel, lodging, meals and other expenses are the winner's responsibility). (Estimated Value: \$5,000) During the term of this Contest, two (2) of this prize package are available to be won. Notwithstanding the foregoing, in the event that this prize is won on either

November 5 or November 6, 2021, the prize awarded will be for the 2022 Breeders Cup at Keeneland Race Course in Lexington, Kentucky on November 4 and November 5, 2022.

Or

(b) One (1) Amazon.com gift card bearing \$1,500.00 in cash value. During the term of this Contest, one (1) such gift card is available to be won.

## **Streak of 17**

Subject to the number of prizes available for each option listed below, where a participant reaches a seventeen (17) race win streak he/she will win either that participant's choice of either one of the following two (2) items (subject to the quantity limitations set out below):

(a) One (1) entry entitling the winner to take part in the 2022 National Handicapping Championship at Treasure Island Hotel and Casino in Las Vegas. (Estimated Value: \$2,000). During the term of this Contest, two (2) such entries are available to be won. Prize is solely entry into the Championship; all travel, lodging, meals and other expenses are the winner's responsibility. This prize is only available to Contest participants who are 21 years of age or older.

Or

(b) One (1) ownership experience with West Point Thoroughbreds. West Point Thoroughbreds will allow the winner to enjoy a 5% economic interest in a horse owned by West Point Thoroughbreds. An "economic interest" is an amount equal to 5% of 100% of the net purses received by West Point Thoroughbreds from a racehorse to be identified by West Point Thoroughbreds during a one (1) year period beginning Jan. 1, 2022 and ending Dec. 31, 2022. (Estimated Value: \$10,000) During the term of this Contest, one (1) such ownership experience is available to be won.

## **ODDS OF WINNING**

Based upon a random selection of a horse for each race, the odds of correctly predicting the winner of a particular race may be determined by dividing 1 by the number of horses in that race, or 1/# of horses. The average number of horses in graded stakes races of the type that would be Qualifying Races is 8.8. The odds for correctly predicting the winner of any such race with a random pick would be 1 divided by 8.8 (1:8.8). To win a prize, you must correctly select an unbroken string of winners (i.e., a streak) that equals the length of the streak identified for the appropriate prize.

## **PRIZE NOTIFICATION/ACCEPTANCE PROCEDURES**

Each potential prize winner will be notified by e-mail and/or telephone which may or may not be confirmed by postal mail, return receipt, with a request for necessary information to validate a

prize claim (the "**Prize Notification**"). In the event that any potential prize winner does not respond to any such Prize Notification with the required information within five (5) calendar days of date of issuance of such notice, a disqualification may result and prize may be forfeited (but the participant's streak shall not be affected unless the applicable streak has reached or exceeded 20 and in such circumstances, the streak will be reset to zero (0)). Each potential prize winner may be required to submit his/her full legal name, valid social security number, home address, proof of age and/or other identification satisfactory to America's Best Racing and may be required to execute, have notarized and return an Affidavit of Eligibility and Release of Liability provided by America's Best Racing and, unless prohibited by law, a Publicity Release, all within five (5) calendar days of date of transmission to the winner's registered email address or mailing to the winner's residence. All winners of prizes valued over \$600 must submit to America's Best Racing the currently applicable IRS form W-9 at the same time as they return the other documentation referred to in this paragraph. Failure to (i) submit the identification required by America's Best Racing, (ii) return any required documents (which must, in all cases, be completed fully and, where applicable, duly notarized) within the specified time period, or (iii) noncompliance with these Official Rules will result in forfeiture of the applicable prize. America's Best Racing will have the right to disqualify any participant from any participation in the Contest due to such participant's non-compliance with these Terms and Conditions, declining a prize, the return of any prize or prize notification to the participant as undeliverable, or for ineligibility to win prizes under these Terms and Conditions or under applicable law.

The receipt by the winner of a 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 prize winner will result in such winner's disqualification as a winner of the Contest and all privileges as winner will be immediately terminated.

## **LIMITATION OF LIABILITY**

By participating, the winners (and, where applicable, on behalf of the winner's guest) release America's Best Racing, its affiliates, parent, and subsidiary companies; its employees, agents, and officers; and its advertising and promotion agencies, insurers, technology service and product providers as well as all others associated with the development and execution of this Contest and the Application, from and against any and all liability with respect to or in any way arising from the Contest, the conduct of the Contest and the awarding and use of any of the prizes identified herein.

IN NO EVENT WILL AMERICA'S BEST RACING, ITS PARENTS, AFFILIATES, SUBSIDIARIES AND/OR RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES, LICENSEES, INSURERS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES"), 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 CONTEST, ACCESS TO, PROVISION OF OR USE OF ANY PRIZE. EVERYTHING PROVIDED BY AMERICA'S BEST RACING INCLUDING, WITHOUT LIMITATION, THE APPLICATION AND ALL PRIZES, 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. **For New Jersey residents, the limitations set forth above are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute.**

None of the Released Parties shall be responsible or liable 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, without limitation, the Application), including any injury or damage to participants' or any other persons' computers relating to or resulting from participation in this Contest; inability to successfully transmit your entry or race selections; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entry and race selection 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 of an entry or race selections will not be considered to be proof of delivery or receipt. The submission of entries or race selections via the Application within the allotted time shall be the sole responsibility of the registrant; America's Best Racing is not responsible for lost, unopenable, misdirected, or late entries or race selections, failure to deliver or delays in delivery of the same. All entries become the sole property of the America's Best Racing and will not be returned or acknowledged.

The Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Released Parties are not responsible for any problems or technical malfunction of any telephone network, cable, satellite, wireless, Internet Service Provider (ISP) or lines, computer systems, servers, or providers, computer equipment, software, malfunctions of mobile devices or other wireless devices, wireless service problems, cellular tower equipment, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any website or wireless service congestion, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest.

If the Contest is not capable of running as planned for any reason including, without limitation, as a result of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, cancellation of races or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, America's Best Racing reserves the right at its sole and absolute discretion to cancel, terminate, modify or suspend the Contest, to disqualify any individual who tampers with the entry process, and, if terminated, to determine the winners, if any, from among all eligible, non-suspect racing pick streaks achieved up to the point of termination.

In the event of a dispute as to the identity of a participant, an entry will be declared made by the Authorized Account Holder of the e-mail address submitted at the time of entry provided he/she is eligible according to these Official Rules. "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a

business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address.

## **DISPUTES**

**Governing Law:** This Contest and any and all claims, actions, litigation, disputes or arbitral proceedings shall be governed by and interpreted under the laws of the Commonwealth of Kentucky, U.S.A. without regard to its conflicts of laws provisions, except that the arbitration provisions below shall be governed by the Federal Arbitration Act.

**Arbitration:** Entrants hereby agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with this Contest shall be resolved, upon the election by entrant or America's Best Racing, by arbitration conducted by telephone, online and/or be solely based on written submissions without any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, pursuant to this provision and the code of procedures of either the National Arbitration Forum ("NAF"). IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. Unless both entrant and America's Best Racing agree otherwise, the arbitrator may not consolidate more than one person's Claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator's authority to resolve Claims is limited to Claims between America's Best Racing and entrant alone, and the arbitrator's authority to make awards is limited to awards to America's Best Racing and entrant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Official Rules and without waiving either party's right to appeal such decision, should any portion of this provision be deemed invalid or unenforceable, then the entire provision (other than this sentence and the paragraph below) shall not apply.

**Litigation:** If arbitration is not used to resolve a Claim, entrant AGREES THAT THERE WILL NOT BE A JURY TRIAL. ENTRANT AND AMERICA'S BEST RACING EACH UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CONTEST IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A

WRITTEN CONSENT TO A TRIAL BY THE COURT. Entrant further agrees that, to the extent allowed by applicable law, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for reasonable and actual out-of-pocket expenses. Any litigation relating to these Official Rules or the Contest shall be brought exclusively in the state or federal courts in Fayette County, Kentucky, and entrant hereby consents and waives any objection to such jurisdiction.

## **MISCELLANEOUS**

America's Best Racing reserves the right at its sole and absolute discretion (i) to cancel, terminate, modify or suspend the Contest; and/or (ii) to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or Application. America's Best Racing may prohibit an entrant from participating in the Contest 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 Contest 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, America's Best Racing or users of the America's Best Racing service. Any attempt by an entrant to deliberately damage the Application or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, America's Best Racing reserves the right to seek damages from any such entrant to the fullest extent of the law.

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 America's Best Racing.

In the event that the Contest is challenged by any legal or regulatory authority, we reserve the right to discontinue or modify the Contest, or to disqualify participants residing in the affected geographic areas. In such event, the Released Parties shall have no liability to any participants who are disqualified due to such an action.

## **WINNER LISTING**

To receive the name of the winning participants, send a self-addressed, stamped envelope to "Stay Lucky Contest", c/o Vice President of Business Development, TJC Media Ventures, Inc., 821 Corporate Drive, Lexington, KY 40503 and a notification identifying the winners will be sent to you. Requests must be received by 12/31/21.

SPONSOR: The Sponsor of the Contest is TJC Media Ventures, Inc., 821 Corporate Drive, Lexington, KY 40503.

Apple, Inc. and Google, Inc. are not sponsors of, or responsible for conducting, the Contest. All information submitted by participants in connection with this Contest is provided to America's Best Racing.