

OFFICIAL RULES – “Feel the Energy at Indy Sweepstakes”

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 Feel the Energy at Indy 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. ("Sponsor"), which shall be final, binding, and conclusive on all matters.

Sponsor will be collecting personal data about participants when they register and enter the Sweepstakes and Sponsor will share such information with Caesars Entertainment, Inc., d.b.a. Horseshoe Indianapolis. Use of your data by Sponsor will comply with the terms of the Sponsor's privacy policy located at:

For TJC Media Ventures, Inc.:

https://static.americasbesttracing.net/s3fs-public/FINAL_2021%20ABR%20Privacy%20Policy%20May%202021.pdf?9YR94cmZcHiBeBmmQIUcLpTi7lC02DfI

Use of your data by Horseshoe Indianapolis will comply with the terms of Horseshoe Indianapolis' privacy policy located at:

For Caesars Entertainment, Inc., d.b.a. Horseshoe Indianapolis:

<https://www.caesars.com/corporate/corporate-social-responsibility/play/privacy>

Registration for the Sweepstakes opens at 9:00 a.m. Eastern Time (ET) on Wednesday, April 20, 2022 and closes at 9:00 a.m. (ET) ("Drawing Deadline") on Wednesday, May 11, 2022 (the "Term").

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., The Jockey Club, Caesars Entertainment, Inc., Gleam, YouTube, Facebook, Twitter, or Instagram, TickTock are not eligible. Additional restrictions also apply. Void where prohibited or restricted by law.

ENTRY: To enter, either:

- Visit the Feel the Energy at Indy Sweepstakes webpage, located at: [webpage](#) (“Webpage”), during the Term and provide your name and email address where directed.
- Fill out your name and email address on an advertisement via Meta social media platforms Facebook and Instagram for the Sweepstakes during the Term.

Be sure to 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.

ENTRIES: By submitting a name and email address into the Sweepstakes, entrants will be given the opportunity to submit additional entries to the Sweepstakes using the same name and email address by completing Actions as listed below and on the Sweepstakes Webpage:

- Download the StayLucky App from the Apple’s App Store or Android’s Google Play and register using your email address
- Visit the America’s Best Racing Facebook page
- Visit the America’s Best Racing profile on Instagram
- Watch any video on TikTok posted by the America’s Best Racing account
- Visit the America’s Best Racing Pinterest
- Visit the America’s Best Racing YouTube channel
- Retweet a Tweet of ABR’s choosing
- Sharing the entrant’s submission to the Sweepstakes via a post to the entrant’s Facebook or Twitter profiles
- Visit the America’s Best Racing website

Each entrant will receive one (1) Sweepstakes entry when the entrant submits an entry in one (1) of the formats described above and in accordance with these Rules. Each entrant can enter once through each of the above-referenced methods of entry, enabling multiple entries. Actions will be processed and counted through the third-party website that is hosting the Sweepstakes, Gleam.

This Sweepstakes is not in any manner sponsored, endorsed, administered by or associated with Gleam, YouTube, Facebook, Instagram, TikTok, or Twitter. You must at all times comply with YouTube’s Community Guidelines, your failure to do so will result in the disqualification of your YouTube-based entry. YouTube’s Community Guidelines may be accessed here: <https://www.youtube.com/howyoutubeworks/policies/community-guidelines/>

Based upon Sponsor’s time clock, your Sweepstakes entry or entries will be determined by Sponsor to have been/not been received by the Drawing Deadline. Electronic entries received after the Drawing Deadline will be void. Sponsor is 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 Sponsor 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 May 11 at approximately 12:00 p.m. ET. The potential winner will be notified by email on or about May 11 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 prize. No prize transfer, assignment, or substitution by a winner is permitted. Sponsor 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. Sponsor 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 Sponsor documents of Sponsor's 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) a contacted potential winner is deemed ineligible or (b) a contacted potential winner does not contact the Sponsor within 48 hours from the time that Sponsor sends notification that a potential winner is a potential winner or (c) a contacted potential winner does not complete all of the documentation required by Sponsor, 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 Sponsor's satisfaction) and returns to Sponsor all of the documents required by Sponsor. Only after the potential winner has fulfilled all requirements set forth in these Official Rules (including, without limitation, completing all of the documentation required by Sponsor) will the potential winner be considered to be the "Winner" of the prize identified below.

PRIZE:

There will be one Winner of the Sweepstakes, who will be awarded the following prize following the potential winner's completion of all requirements necessary to be deemed the Winner:

- Subject to the limitations below, one VIP prize package for two to the 2022 Indiana Derby at Horseshoe Indianapolis on July 9, 2022:
 - Subject to the limitations below, Airfare cost reimbursement for up to \$2,000.00 in total for the Winner and a guest (payable within a reasonable time following presentation of reasonable proof of payment by the Winner of air travel fees between an airport in the vicinity of the Winner's residence and an airport in the vicinity of Horseshoe Indianapolis). In the event that total collective air travel costs for the Winner and the Winner's guest exceeds \$2,000.00 the balance of such costs shall be for the Winner's account and will not be reimbursed by Sponsor. Approximate retail value: \$2,000.00.
 - Subject to the limitations below, a two (2) night stay for the Winner and the Winner's guest in a single room of Horseshoe Indianapolis' choice at a hotel of Horseshoe Indianapolis' choice in the vicinity of Horseshoe Indianapolis, with check-in on July 8, 2022 and check out on July 10, 2022; Approximate Retail Value: \$400
 - VIP hospitality for the Winner and the Winner's guest at Horseshoe Indianapolis on July 9; Approximate retail value: \$400.
 - Gift package from Sponsor, including two shirts from Old Smoke; Approximate retail value: \$80.
 - Subject to the limitations below, one wagering voucher provided by Horseshoe Indianapolis valued at \$500.00 for a single "win" bet valued at \$500.00 to be placed on the Indiana Derby race on July 9, 2022. Approximate retail value: \$500.
 - One wagering voucher provided by Horseshoe Indianapolis valued at \$250.00 for a single "Head to Head with Rachel McLaughlin" bet valued at \$250.00 to be placed on a race that is not the Indiana Derby on July 9, 2022. Approximate retail value: \$250.00; and
 - Winner and guest will get to watch a race with influencer Joey Mulinaro. The race will be of Joey Mulinaro's choosing. Approximate Retail Value: \$0.00

Estimated Prize Package Value: \$3,630

PRIZE-WAGER:

The wagering prizes will be provided to the Winner in the form of two vouchers. The first voucher may only be used by the Winner to place a single "win" bet of five hundred dollars (\$500.00) on the outcome of the Indiana Derby race on July 9, 2022.

The Winner has not won five hundred dollars (\$500.00) but has simply won the right to place one (1) free "win" wager in the amount of five hundred dollars (\$500) which must be placed on one (1) horse selected by Winner prior to such race. The wager voucher itself has no cash value 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 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 Horseshoe Indianapolis policies and procedures and applicable law. If the 2022 Indiana Derby is cancelled for any reason, the \$500 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.

The second awarded voucher may only be used by the Winner to place a single bet of two hundred and fifty dollars (\$250.00) on a race at Horseshoe Indianapolis on July 9, 2022, excluding the Indiana Derby. The wager voucher itself has no cash value 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 bet on a race excluding the Indiana Derby at Horseshoe Indianapolis on July 9, 2022, 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 Horseshoe Indianapolis policies and procedures and applicable law. If the race card at Horseshoe Indianapolis on July 9, 2022 is cancelled for any reason, the \$250 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 the vicinity of the Indianapolis Horseshoe 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. Neither Sponsor nor Horseshoe Indianapolis will 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.

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.

PRIZES:

Use and usability of the prize shall be subject, in all circumstances, to the terms and conditions set forth by the issuer. Sponsor shall not be responsible in the event of the loss of a prize voucher (except in the case of the negligence or intentional misconduct of Sponsor) or if a prize voucher has expired for any reason.

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 a prize by that winner. Sponsor 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 potential winner is a subject to the U.S. tax law (U.S. citizen or U.S. resident), they must complete and submit to Sponsor 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, Sponsor may select an alternate potential 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 Sponsor 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 the winner (at the Sponsor's sole discretion) will result in such winner's disqualification as winner and the sweepstakes and all privileges as winner will be immediately terminated.

WINNERS' NAMES. By entering into the Sweepstakes, you agree that Sponsor 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 Sponsor 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 Sponsor may reasonably request from time to time.

LIMITATION OF LIABILITY:

By participating, the winner release Sponsor and Horseshoe Indianapolis, their respective affiliates, parents, and subsidiary companies; their respective employees, agents, and officers; and their respective 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 SPONSOR, ITS LICENSEES, HORSESHOE INDIANAPOLIS AND/OR THEIR RESPECTIVE 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 SPONSOR 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.

Sponsor and Horseshoe Indianapolis 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 or entries; 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; Sponsor 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 Sponsor 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 Sponsor, 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 and in the event of a dispute between you and Horseshoe

Indianapolis, 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) Sponsor 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. Sponsor 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, Sponsor or users of the Sponsor 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, Sponsor 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 Sponsor website shall be construed to place the entrant and Sponsor 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 Sponsor.

WINNER LISTING. To receive the name of the winning entrant, send a self-addressed, stamped envelope to "Feel the Energy at Indy 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.