

## OFFICIAL RULES – “Grand Slam Giveaway”

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

This document sets forth the official rules ("Official Rules") of America's Best Racing's Grand Slam Giveaway (the "Contest"). By entering the Contest 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 Contest. Any use of your data will comply with the terms of Sponsor's privacy policy located at:

[https://static.americasbesttracing.net/s3fs-public/Privacy%20Policy%20-%20ABR.pdf?Rx\\_3eRIS8aXr3.RfBiCw5Vb\\_1oBfgBws](https://static.americasbesttracing.net/s3fs-public/Privacy%20Policy%20-%20ABR.pdf?Rx_3eRIS8aXr3.RfBiCw5Vb_1oBfgBws)

**TERM:** Registration for the Contest opens at 10:01 a.m. Eastern Time (ET) on Monday, February 5, 2018 and closes at 11:59:00 a.m. (ET) ("Drawing Deadline") on Monday, March 26, 2018 (the "Term"). The Contest is sponsored by TJC Media Ventures, Inc., which maintains an office at 821 Corporate Drive, Lexington, KY 40503.

**ELIGIBILITY:** The Contest 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, prize providers and legal advisors as well as the immediate family and household members of any of TJC Media Ventures, Inc., The Jockey Club, or any of their respective affiliates are not eligible. Additional restrictions also apply. Void where prohibited or restricted by law.

**ENTRY:** To enter, visit the America's Best Grand Slam Giveaway webpage, located at <https://www.americasbesttracing.net/GrandSlamGiveaway> ("Webpage"), during the Term to fill out an entry form. Be sure to follow the instructions on the Webpage, provide all required information and submit your entry according to the directions on the screen before the Drawing Deadline. Entrants must provide their full name and a valid email address. **LIMIT: ONE (1) ENTRY VIA THE WEBSITE PER PERSON AND EMAIL ADDRESS** (though an additional entry can be gained as set forth below). Subsequent entries on the Webpage will be disqualified. All entries become the property of Sponsor. Entries submitted on the Webpage (and an additional chance to win on Twitter.com – see below) will not be returned or acknowledged. Entrants with multiple entries will be disqualified.

Based upon Sponsor's time clock, your Contest entry 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.

ADDITIONAL CHANCE TO WIN: **TWITTER** - You can add an additional chance to win via Twitter by:

- During the Contest Term and after you have registered at the Website, you can obtain an additional Contest entry by doing the following after logging on to your valid, public (i.e., not "protected") Twitter account **that is registered to the email account that you submitted to the Website in registering for the Contest:**
  - Sending out a tweet that reads: "I've entered the #GrandSlamGiveaway from @ABRLive and so should you!"

By completing the above-referenced Twitter-related task, you can gain up to one additional entry to the Contest. If a person that has already registered for the Contest via the Website does not have a Twitter account, he/she may create one (must be a valid, public, non-protected, account) for free by going to [www.Twitter.com](http://www.Twitter.com); follow the sign up instructions and agree to comply with the appropriate Terms of Use. Follow the bulleted points above for gaining additional Contest entries. Any such entry that does not include all required information and adhere to the foregoing requirements will be considered void.

By participating in this Contest, you acknowledge that this Contest is in no way sponsored, endorsed or administered by, or associated with Twitter and you agree to release Twitter from any and all liability arising from or related to this Contest. The information you provide for your initial entry into this Contest (via the Website) is being provided to Sponsor and not to Twitter, and will be used in accordance with our Privacy Policy (see above). Sponsor has no affiliation with Twitter and has no responsibility for or control over any matters relating to Twitter or Twitter accounts. All activities using Twitter must comply with their respective terms of use.

SELECTION OF THE WINNER: The single potential winner will be determined by random drawing on Monday, March 26, 2018. The potential winner will be notified by email on or about Tuesday, March 27, 2018 via the email 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. 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 and winner's guest. Sponsor is not responsible and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify potential winner. The potential winner and his/her potential guest 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 Contest, if (a) the contacted potential winner is deemed ineligible or (b) the contacted potential winner does not contact the Sponsor within 48 hours from the time that Sponsor sends notification that the potential winner is a potential winner or (c) the contacted potential winner and/or the winner's potential guest 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.

#### PRIZES:

##### Prizes:

- Two (2) tickets to each of the following events:
  - 2018 Kentucky Derby on May 5, 2018 (held at Churchill Downs in Louisville, KY),
  - 2018 Preakness Stakes on May 19, 2018 (held at Pimlico Race Course in Baltimore, MD),
  - 2018 Belmont Stakes on June 9, 2018 (held at Belmont Park Racetrack in Elmont, NY), and
  - 2018 Breeders Cup World Championships on November 2 and November 3, 2018 (held at Churchill Downs in Louisville, KY).
- Two hats to be selected by the Winner from among the America's Best Racing Signature Hat Collection by Christine A. Moore Millinery.

Total estimated value of all prizes: \$4,750.

The winner and the winner's guest are 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 and winner's guest. 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. The winner and the winner's guest must complete and submit to Sponsor IRS form W-9's prior to receiving the prize.

If any potential winner declines the prize, fails to claim the prize, fails to submit the required information and/or documents (also applicable to the winner's guest), is unavailable for prize fulfillment, fails to abide by the Official Rules, or is ineligible, Sponsor may select an alternate winner from all remaining eligible entries received for the Contest. 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 Contest.

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 sponsor's sole discretion) will result in such winner's disqualification as winner and the contest and all privileges as winner will be immediately terminated.

**WINNER'S NAME.** By entering into the Contest, 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 Contest, as Sponsor may reasonably request from time to time.

#### **LIMITATION OF LIABILITY:**

By participating, the winner release Sponsor, its affiliates, parent, and subsidiary companies; its employees, agents, and officers; and its advertising and promotion agencies, as well as all others associated with the development and execution of this Contest, from and against any and all liability with respect to or in any way arising from the Contest and the awarding and use of the prize.

**IN NO EVENT WILL SPONSOR, ITS 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 CONTEST, 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 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 Contest; 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; 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 Contest, 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 Contest, 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 Contest 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 Contest), 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 Contest; and/or (ii) to disqualify any individual it

finds to be tampering with the entry process or the operation of the Contest or Webpage. Sponsor 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, Sponsor or users of the Sponsor service. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest 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 “America's Best Racing’s Grand Slam Giveaway”, 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.