

## **ClubTURFWAY™ OFFICIAL RULES**

Effective Date: January 25, 2017

These ClubTURFWAY™ Official Rules (the “**Official Rules**”) apply to the enrollment and participation in the ClubTURFWAY™ rewards program. As a ClubTURFWAY™ member, you may have the opportunity to participate in (and earn, as applicable), promotions, options, programs, benefits, rewards, points, vouchers, comps, offers, and other privileges offered from time to time to ClubTURFWAY™ members (the “**Club Benefits**”). Other rules, terms, restrictions, conditions, and disclosures may apply to the Club Benefits (including without limitation any obligation that you sign certain acknowledgements, waivers, and/or releases in order to accept, use or benefit from certain Club Benefits) (the “**Other Rules**”). The Official Rules and Other Rules, each as amended from time to time, are sometimes collectively referred to as the “**Rules**.” References in these Official Rules to “Turfway,” “Turfway Park,” “we,” “us,” or “our” refer to Turfway Park LLC and its affiliates and references in these Official Rules to “you” or “your” refer to the applicable individual who reads or receives a copy of these Official Rules and/or enrolls in ClubTURFWAY™.

It is your responsibility to read these Official Rules so that you understand the ClubTURFWAY™ rewards program rules and benefits as well as understand your responsibilities under the ClubTURFWAY™ rewards program. Please visit a ClubTURFWAY™ desk or our website at [www.turfway.com](http://www.turfway.com) to receive a copy of the Rules.

**Enrolling in ClubTURFWAY™ and receiving a ClubTURFWAY™ card constitutes your agreement to the Rules as set forth above and as follows:**

1. Applicable law prohibits anyone under the age of eighteen (18) from wagering, and you must be eighteen (18) or older to participate in ClubTURFWAY™ and to be a ClubTURFWAY™ member. When enrolling for membership in the ClubTURFWAY™ program, we may require that you provide us with a current, valid driver’s license (or other government-issued ID) that displays your name, photo, and other personal information. You acknowledge that you have provided your valid government-issued ID and are otherwise at least 18 years of age in order to participate in the ClubTURFWAY™ program. You agree that you are not permitted to enroll in the ClubTURFWAY™ program for anyone else or under anyone else’s account nor are corporations or other entities otherwise permitted to become ClubTURFWAY™ members. We may require you, at any time, to provide your current, valid driver’s license or other government-issued identification card, which contains your name, photo, and other personal information, to verify that the ClubTURFWAY™ card belongs to you.
2. ClubTURFWAY™ accounts are member-specific and only one member is permitted per account/card. When you enroll in ClubTURFWAY™, you will receive a ClubTURFWAY™ card. A ClubTURFWAY card may be replaced if it is lost or stolen. However, you may not have more than two active ClubTURFWAY™ cards at any given time. Upon issuance of a third ClubTURFWAY™ card, one of the two active cards may automatically be deactivated. You may not let anyone else use your ClubTURFWAY™ card(s). We may close your ClubTURFWAY™ account if someone else uses or tries to use your ClubTURFWAY™ card.
3. The ClubTURFWAY™ card(s) you receive are our property, as are all of the unredeemed Club Benefits in or associated with your ClubTURFWAY™ account. You understand that we issue ClubTURFWAY™ cards and Club Benefits in our sole discretion. ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE THAT WE RESERVE THE RIGHT, AT ANY TIME, IN OUR SOLE DISCRETION, FOR ANY REASON OR NO REASON, AND WITHOUT PRIOR NOTICE TO YOU, TO: (A) CANCEL ANY OR ALL OF YOUR CLUBTURFWAY™ CARDS AND REQUIRE YOU TO PROMPTLY RETURN ANY OR ALL OF THEM TO US AND IN EACH SUCH CASE WE MAY DEEM ANY OR ALL OF YOUR UNREDEEMED POINTS AND/OR OTHER CLUB BENEFITS TO BE FORFEITED AND SURRENDERED TO US; (B) CAUSE TO BE DEEMED FORFEITED AND SURRENDERED TO US ANY OR ALL UNREDEEMED CLUB BENEFITS, INCLUDING WITHOUT LIMITATION THE BALANCES IN YOUR CLUBTURFWAY™ ACCOUNT; (C) ELIMINATE OR CHANGE THE CLUBTURFWAY™ PROGRAM AND/OR ANY OF THE OTHER CLUB BENEFITS, AND/OR (D) CANCEL OR CHANGE THESE OFFICIAL RULES AND/OR ANY OF THE OTHER RULES ASSOCIATED FROM TIME-TO-TIME WITH CLUBTURFWAY™ MEMBERSHIP (MEANING ANY OF THE RULES, TERMS, RESTRICTIONS, CONDITIONS, OR DISCLOSURES RELATING TO ANY OTHER PROMOTIONS, OPTIONS, PROGRAMS, REWARDS, BENEFITS, OFFERS, POINTS, AND/OR PRIVILEGES OFFERED FROM TIME-TO-TIME TO CLUBTURFWAY™ MEMBERS).
4. You acknowledge that computer, mechanical, power problems, internet interruption or cessation or malfunction of any website, computer, server, or other equipment or system may sometimes prevent ClubTURFWAY™ cards, tote systems, and/or other equipment or systems from working properly. In such a case, you may not be able to accrue points, redeem points, comps or vouchers, or obtain information relating to your ClubTURFWAY™ account. Additionally, you may not be able to discern from looking at any system or equipment that such system or equipment used is properly working. You acknowledge and agree that Turfway is not responsible, and shall have no liability, for the failure of any system or equipment to read your ClubTURFWAY™ card, accurately track or reflect points, redeem points, vouchers or comps, or for any other malfunction of the system or equipment. Accordingly, your participation in the ClubTURFWAY™ program is at your own risk with the potential of not being able to accrue or redeem points or redeem any other Club Benefits. If you experience a problem with or believe there has been a malfunction of any equipment or system used in connection with the ClubTURFWAY™ program, you must immediately notify the appropriate Turfway personnel of the problem.

5. By enrolling in the ClubTURFWAY™ program, you agree that Turfway and its subsidiaries, affiliates, agents, and designees may use your image, likeness, name and voice in any manner for publicity or promotional uses, without compensation (beyond the value of the redemption of vouchers or comps awarded, if any) or right to any royalties.
6. You are responsible for making sure that the card is properly inserted into the reader head prior to play and that the tote system recognizes your card. We will award points on the basis of your tracked wagers. At our sole discretion, we will also make available to you various other Club Benefits based on your wagers and/or other criteria established by us in our sole discretion, from time to time. Your earned points and other Club Benefits will be tracked in your personal ClubTURFWAY™ account.
7. ClubTURFWAY™ offers three levels of membership: Starting Gate, Homestretch and Winners Circle. All members earn 1 base point for every dollar wagered on races occurring at Turfway Park and 1 base point for every \$2 wagered on races occurring elsewhere. Homestretch and Winners Circle members are eligible for bonus points for every wager. Homestretch members will earn bonus points equal to 1 times the base points they earn. Winners Circle members will earn bonus points equal to 3 times the base points they earn. Guests are eligible for Homestretch status and card benefits when they have earned 10,000 base points. Guests are eligible for Winners Circle status and card benefits when they have earned 50,000 base points. Advancement to Homestretch or Winners Circle status occurs immediately when the required point values are met. All ClubTURFWAY™ accounts will be reviewed on an annual basis to determine if the guest has earned the requisite number of base points to maintain their current card status during the prior earning period. The earning period is a 12 month period beginning November 1<sup>st</sup> and ending October 31<sup>st</sup> of the following year.
8. We are not responsible for lost or stolen vouchers or comps. We may deny any point redemption or revoke any voucher or comp at any time, including by way of example if we determine that the member has not accumulated the points in the manner intended by the Official Rules.
9. As may be modified from time-to-time, you may redeem your points for programs, the *Daily Racing Form*, tip sheets, food and beverage comps, special event tickets, FreeBet vouchers and other Club Benefits offered from time-to-time at the ClubTURFWAY™ desk. There may be a minimum dollar amount set to convert point balances.
10. We reserve the right to adjust the balances in your ClubTURFWAY™ account (including without limitation any balance involving points) whenever we deem it necessary or appropriate due to equipment or computer malfunction, operator error and/or illegal or fraudulent activity, or to reflect any other account adjustment we deem appropriate in our sole discretion. We reserve the right to require you to sign an acknowledgement of the adjustment, but your failure to sign such document, or our election to not present you with an acknowledgement, will not affect our right to make the adjustment.
11. If there is no activity on your ClubTURFWAY™ account for one year or longer, your ClubTURFWAY™ membership may be considered inactive. If your ClubTURFWAY™ account is deemed inactive, we, in our sole discretion, may cancel your membership and close your account. In that case, any Club Benefits remaining in your account will be deemed forfeited and surrendered to us.
12. Your ClubTURFWAY™ membership, ClubTURFWAY™ card(s), ClubTURFWAY™ account, and associated balances and Club Benefits cannot be transferred to anyone else except as expressly permitted by Turfway (although we may deny permission for any reason or no reason in our sole discretion). In the case of any litigation arising in connection with an effort to cause or effectuate any such transfer, you (or, in the case of your death, your estate) will be obligated to pay all costs that we incur, including reasonable attorneys' fees and court costs. Any tax liability resulting from winnings in connection with your ClubTURFWAY™ account remains and always is your personal obligation.
13. From time to time, we will disclose information to third parties about your ClubTURFWAY™ account, your transactions relating to your ClubTURFWAY™ membership and other information regarding your Club Benefits (i) when you give us your written permission to do so; (ii) when we deem it necessary or appropriate in connection with providing Club Benefits or complying with legal process, complying with requirements imposed by the Kentucky Horse Racing Commission, or other government agencies; (iii) when working with our strategic partners to provide promotional and informational communications; (iv) when working with our business partners to facilitate or coordinate marketing and/or strategic business endeavors; or (v) when we otherwise deem it necessary or appropriate. We have no obligation to inform you of any such disclosure except when required by law to do so. We are not responsible for products or services offered by other companies that may participate in benefits, offers, or special promotions provided to members.
14. If you believe your ClubTURFWAY™ card has been lost or stolen, you believe your ClubTURFWAY™ card has been or may be used without your permission, or you suspect an error affecting your ClubTURFWAY™ membership/account, you must telephone us immediately at (859) 647-4915 and then follow up in writing within ten (10) business days after calling us at Turfway Park LLC, P.O. Box 8, Florence, Kentucky 41022. When you write, you must provide your full name, account number, and specific issue. We must hear from you no later than ten (10) business days after you FIRST knew or should have known of the suspected error. We will investigate and respond to you within sixty (60) days. In the event of an error affecting your ClubTURFWAY™ membership/account and provided we can verify that we are responsible for the alleged error, we will promptly take corrective measures. If you do not notify us within the 10-business-day time period, however, we will have no obligation to investigate or correct the suspected error.

15. Individuals who (i) are excluded (voluntarily or involuntarily) by the state of Kentucky, (ii) have elected to be placed on our list of self-excluded persons; or (iii) are otherwise barred from entry to any portion of our complex (each, an “***Ineligible Individual***”) are ineligible to be a ClubTURFWAY™ member, and, thus, are ineligible for any Club Benefits. If a ClubTURFWAY™ member becomes an Ineligible Individual, we will immediately cancel his/her membership and close his/her ClubTURFWAY™ account. At such time, all unredeemed Club Benefits and balances will be forfeited and surrendered to us.
16. Your ClubTURFWAY™ card is not a credit card. It cannot be used anywhere other than Turfway Park. Your ClubTURFWAY™ account is not a bank account. It is not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency. No interest accrues on any amounts that are in or associated with your ClubTURFWAY™ account.
17. You agree that our liability to you is limited as stated in the Rules and that, in any event, we will have no liability to you except in the case of our gross negligence or willful misconduct or as otherwise required by law, and that any liability that we might have to you will be limited to your actual damages; you will not be entitled to consequential, special, exemplary, incidental, or any other types of damages. You further agree that any claims against us will be resolved by arbitration on an individual (not a class) basis and in accordance with the rules of the American Arbitration Association and without resort to any courts or administrative agencies.
18. If any provision of these Official Rules is found to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the balance of these Official Rules; instead, the balance of these Official Rules shall be construed as if not containing the particular invalid or unenforceable provision, and your rights and obligations and those of Turfway shall be construed and enforced accordingly. These Reward Rules shall be governed by and construed in accordance with the laws of the State of Kentucky, exclusive of its choice of law provisions.
19. No waiver by us of any provision of these Official Rules on any one occasion shall be deemed a waiver on any other occasion, nor shall the waiver of any one provision extend to any other provision. Additionally, no waiver by us of any provision of these Reward Rules shall be valid unless it is in writing and signed by one of our authorized employees.

**[END OF CLUBTURFWAY™ OFFICIAL RULES]**