

PHYSICAL DRAWING PROMOTION RULES

January 25, 2019

TV giveaway



**SWEEPSTAKES SPONSOR: TURFWAY PARK, 7500 TURFWAY ROAD, FLORENCE KY 41042
NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR
CHANCES OF WINNING. OPEN TO U.S. RESIDENTS, 18 YEARS OF AGE OR OLDER. VOID
WHERE PROHIBITED**

MUST BE PRESENT TO WIN

1. GENERAL RULES.

- a. These Physical Drawing Promotion Rules (“TV Giveaway”) (these “**Rules**”) set forth the rules for participation in the applicable promotion (the “**Promotion**”) summarized in the Promotion Summary pursuant to which these Rules are referenced. These Rules shall control in the event of any conflict between the Rules and the Promotion Summary.
- b. Wagering on live horse races conducted at Turfway Park, or otherwise participating in any way in the Promotion, constitutes agreement by the Participant to abide by these Rules as amended from time-to-time by Turfway Park.
- c. Failure to abide by any of these Rules will result in immediate disqualification of the Participant from the Promotion.
- d. Participation in the Promotion constitutes the Participant’s permission for Turfway Park to use the Participant’s image, likeness, name and voice, as well as all materials created in connection with the Participant’s acceptance of the prize, including all photographs, video footage and audio clips of the Participant produced or caused to be produced by Turfway Park. Participant agrees that any such use of their likeness will be without compensation or right to any royalties.
- e. In the instance that any part of the Promotion does not commence or operate properly at its scheduled time for any unforeseen reason, it will begin at the next earliest time as determined by Turfway Park management.
- f. Turfway Park reserves the right, in its sole discretion, to subject the receipt of drawing entries and winning of prizes in the Promotion to a verification process. Good faith efforts will be made to complete the verification process as soon as reasonably possible. At the sole discretion of Turfway Park, a Participant will not be a Winning Participant until the verification process has been completed and Turfway Park management is satisfied in its sole discretion that the Participant is entitled under these Rules to the applicable drawing entry or prize. If Turfway Park determines the Participant is not entitled to the entry or prize, the Participant will be deemed to have forfeited the applicable drawing entry and/or prize.

2. ELIGIBLE PARTICIPANTS; WINNING PARTICIPANTS.

- a. To be eligible to participate in the Promotion you must be a “**Participant**”, which is defined to mean a guest:
 - i. that is at least 18 years or older; and
 - ii. who is not, or otherwise deemed to be, an Ineligible Person (as defined below).
- b. A “**Winning Participant**” is a Participant that can validate their identity as the drawn Participant by:
 - i. presenting a valid unexpired government issued photo identification that clearly identifies such Participant as the drawn Participant.

3. PERSONS EXCLUDED FROM THE PROMOTION.

- a. The following persons are not eligible to participate in, or otherwise win or receive prizes from, the Promotion (each, an “**Ineligible Person**”):
 - i. persons temporarily or permanently evicted by Turfway Park;



- ii. Turfway Park team members;
 - iii. residents of states of the United States and provinces of Canada that prohibit participation in promotions of this nature; and/or
 - iv. to the extent their participation is contrary to law, the immediate family members of the foregoing, which include any of the following persons, whether by whole or half blood, marriage, adoption, or natural relationship or effect of law: spouse (other than a spouse who is legally separated from the individual under a decree of divorce or separate maintenance) and, also, each parent, father-in-law, mother-in-law, grandparent, sibling, dependent, child, and grandchild, as well as the spouse of each of the foregoing.
- b. In addition to the Ineligible Persons identified in Section 3(a) above, Ineligible Person shall include a Participant: (i) that does not have the proper identification to identify themselves as the Participant whose name and/or account number was drawn in the drawing, and/or (ii) who cannot verify their address and date of birth as reflected in FT.
 - c. If it is discovered that an Ineligible Person participated in the Promotion, all entries of the Ineligible Person will be invalidated.
 - d. Any prize awarded to an Ineligible Person shall be forfeited to Turfway Park and to the extent the Ineligible Person received the prize, the Ineligible Person shall be required to return the prize to Turfway Park. If this occurs, Turfway Park, in its sole discretion, may elect to: (i) not award the forfeited prize to another Participant, or (ii) elect to award such forfeited prize to another Participant, and in such event, Turfway Park will identify a new winner who will receive the applicable forfeited prize.

4. MODIFICATIONS/CANCELLATIONS.

- a. Turfway Park reserves the right, in its sole discretion, at any time, for any reason or no reason, and without prior notice, to suspend, cancel, or modify, in whole or in part, the Promotion and/or any provision of these Rules.
- b. Turfway Park may, in its sole discretion, elect to reschedule, extend or re-run the Promotion on one or more occasions, in which case it may change the location of all or any part of the Promotion, any items used in the Promotion, the name, the duration, the prize structure, the days and/or times of the Promotion, and/or other features of the Promotion, and may make such modifications to these Rules as would be appropriate in connection with those changes.
- c. In the event of occurrence of either Section 4(a) or (b) above, Turfway Park will take such measures as it deems appropriate to inform its guests of such applicable election.

5. ERRORS, OMISSIONS AND FAILURES.

- a. Computer, mechanical, power problems, internet interruption or cessation or malfunction of any website, computer, server, or other equipment or system may sometimes prevent authorized cards, player tracking equipment, and/or other equipment or systems from working properly. In such a case, a Participant may not be able to participate in any physical drawing, win a prize, or obtain information relating to their participation in the Promotion. Additionally, a Participant may not be able to discern from looking that at any system or equipment used in the Promotion is properly working. Turfway Park is not responsible, and shall have no liability, for the failure of any other malfunction of any system or equipment used in the Promotion. Accordingly, a Participant participates in the Promotion at their own risk with the potential of not being able to have an opportunity to be awarded a prize.
- b. Turfway Park is not responsible, and shall have no liability, for any errors or omissions in any advertising for the Promotion.

6. PHYSICAL DRAWING SPECIFIC RULES

- a. General Items.
 - i. Methods of entry are defined in the Promotion Summary



- ii. No purchase is necessary to enter.
 - iii. Entry Period Start and End Dates and the Drawing Date are defined in the Promotion Summary
 - iv. Drawing entries have no cash value. Drawing entries are non-transferable and may not be transferred. Lost or stolen drawing entries may not be replaced.
- b. Drawing Procedures.
- i. After the Entry Period End Date a Turfway Park representative will deposit all eligible drawing entries into the drawing drum.
 - ii. At the time of the drawing a Turfway Park representative will ensure the drum is closed and will turn the drum a number of times in order to sufficiently mix the entries.
 - iii. A drawing entry will be drawn one at a time. The name and/or account number of the drawn Participant will be announced by an authorized Turfway Park representative in such manner as Turfway Park deems appropriate. If more than the appropriate number of drawing entries are drawn together, the drawn entries will be immediately placed back into the drum and the drum will be mixed before another drawing entry is drawn.
 - iv. When a Participant's entry is drawn, such Participant must personally claim their prize within the allotted time set forth in the Promotion Summary in order to win a prize. If the Participant claims the prize within this allotted time, the Participant will be eligible to collect the prize only if the Participant meets the definition of Winning Participant (see Section 2(b) above) and has followed the rules for entry.
 - v. If the applicable drawn Participant does not claim their prize within the allotted time set forth in the Promotion Summary or the Participant cannot validate their identity as set forth in Section 2(b) above, the Participant will not become a Winning Participant and as further set forth in Section 3 above will instead be deemed an Ineligible Person, disqualified for participation in the Promotion and any prize awarded to such Ineligible Person shall be deemed void. In such case, another entry will be drawn from the drum. This process will continue until a Participant claims their prize within the allotted time.
 - vi. A Participant may be limited to only one (1) prize per day if such limitation is set forth in the Promotion Summary. Accordingly, if a Participant's name is previously drawn to win a prize during the Promotion, and the Participant's name is subsequently drawn again on that same day, the subsequent drawing will be deemed void and treated as forfeited. In the event of the foregoing, Turfway Park will continue to draw names until all prizes are awarded to Winning Participants.
 - vii. All entries that have been entered into the physical drawing become property of Turfway Park. Entries not selected will be discarded following the completion of the Promotion on each day that the Promotion is held.
 - viii. Drawing entries are non-transferable and may not be transferred. Lost or stolen drawing entries may not be replaced.

7. PRIZE REDEMPTION; SUBSTITUTE OR ADDITIONAL PRIZES.

- a. An authorized Turfway Park representative will award all prizes and complete all applicable documents (including, but not limited to Title 31 documents, if applicable).
- b. All references to value of prizes are in U.S. funds.
- c. A Participant must qualify as a Winning Participant (see Section 2(b) above) in order to claim a prize. The prize for a Winning Participant who does not present their valid unexpired government issued photo identification (but otherwise identifies themselves as set forth in Section 2(b)(ii) above) shall be held as follows: (i) for cash prizes, at the Mutuel Counter on the 1st floor, and (ii) for all other prizes, at a Marketing Area or, as determined by Turfway Park. Such Winning Participant shall have seven (7) days from the time of the physical drawing to present the required identification at the designated area to claim their prize. Failure to produce



the required identification within this time frame shall result in forfeiture of the prize to Turfway Park.

- d. Turfway Park reserves the right to modify any of the prizes, to add one or more new prizes, or to change any prize during the Promotion. The prizes in the Promotion must be accepted by the Winning Participant exactly as awarded, and none may be assigned or transferred.
- e. A Winning Participant may also be required to execute such documentation that Turfway Park requires with respect to accepting a prize, including, by way of example, a prize acceptance form. If a Winning Participant fails to sign any requested form, the Winning Participant shall be deemed to have forfeited the applicable prize.
- f. Each Winning Participant shall be solely responsible for paying all applicable federal, state and local taxes associated with the prize.
- g. If the Winning Participant's prize amount/value is greater than \$599, the Winning Participant shall receive a 1099 form. The 1099 form shall be mailed to the address given at the Promotion or most recent address reflected in the Winning Participant's FT account.
- h. Turfway Park may, in its sole discretion, issue food and beverage, hotel and/or other marketing prizes in addition to the advertised prizes.

8. DISPUTES.

- a. Turfway park reserves the right to interpret these Rules and to resolve any dispute not covered by these Rules in a manner that it deems as fair and appropriate under the circumstances in its sole and absolute discretion. All decisions of Turfway Park management shall be final and binding on all Participants.
- b. If a Participant has a dispute, the Participant shall notify Turfway Park by providing written notice delivered in person, by certified mail, or by nationally recognized overnight courier service, and addressed to Turfway Park's General Counsel at 1 Woodward, Suite 1100, Detroit, MI 48226. The notice must set forth a detailed written description of the dispute and must be received by Turfway Park within ten (10) days of the date of the incident giving rise to the dispute. Any notice received beyond such 10-day period shall be deemed a forfeiture by the Participant of any rights arising under the dispute.
- c. Each Participant agrees that any unresolved matter arising out of or relating to these Rules or the Promotion that would otherwise be subject to litigation in a court of competent jurisdiction or subject to the jurisdiction of a regulatory agency will be submitted, instead, to the extent not contrary to law, to arbitration on an individual (not a class) basis and in accordance with the rules of, and shall be administered by, the American Arbitration Association, with the proceedings to be held in the Commonwealth of Kentucky, and in the case of any appeal permitted under those rules, exclusive jurisdiction and venue will rest with the federal and state courts in the Commonwealth of Kentucky.

9. MISCELLANEOUS.

- a. Odds of winning a prize will depend on the number of entries received and cannot be predicted by Turfway Park due to a number of factors, including by way of example, the number of Participants in the Promotion.
- b. Turfway Park assumes no responsibility for any failure of a Participant to receive a mailed and/or emailed offer or other information about the Promotion.
- c. Drawing entries that are obtained or used in violation of these Rules, or altered, forged, counterfeited, reproduced, stolen, mutilated, or tampered with in any way are void. Turfway Park assumes no responsibility for such cards or entries in connection with the foregoing.
- d. Turfway Park is not responsible for any false awards or for incorrect or inaccurate information disseminated by Participants or due to equipment or programming error or malfunction, nor is Turfway Parks responsible for prizes that might have been earned or awarded absent computer or other system or equipment malfunction.



- e. These Rules shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, exclusive of its choice of law provisions. The Promotion is subject to all applicable federal, state and local laws, rules and regulations.
- f. If any provision of these Rules or the application thereof to any person or circumstances is, to any extent, construed to be illegal, invalid or unenforceable, in whole or in part, then such provision shall be construed in a manner to permit its enforceability under applicable law to the fullest extent permitted by law. In any case, the remaining terms of these Rules or the application thereof to any person or circumstance other than those which have been held illegal, invalid or unenforceable shall remain in full force and effect.
- g. No waiver by Turfway Park of any provision of these Rules shall be valid unless it is in writing and signed by the General Manager, or Controller of Turfway Park. No waiver 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.
- h. Wagering on live Turfway Park horse races or otherwise participating in any way in the Promotion constitutes agreement by the Participant to release Turfway Park, its respective parents, subsidiaries, members, affiliates, advertising agencies, public relations agencies, and prize suppliers, and their respective officers, directors, agents and employees, as well as their respective successors, representatives, and assigns, from any and all actions, claims, injuries, losses, damage, and liability arising in any manner, direct or indirect, from the operation of the Promotion or the Participant's participation in it or acceptance of any prize.

[END OF RULES]