

TERMS OF USE

Effective Date: January 29, 2017

Use of this Site or App

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Privacy Policy

Turfway is firmly committed to protecting the privacy of its users. Turfway’s use of data collected via the Services is governed by its Privacy Policy. You acknowledge and agree that Turfway’s Privacy Policy is incorporated into the Terms of Use. A link to Turfway’s Privacy Policy can be found [here](#).

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A web account is required to access certain portions of the Services and/or services and may be accessed and used only by those authorized individuals who are registered with Turfway. To open a web account, you must have a GT Rewards account and complete the registration process by providing Turfway with certain information as prompted by the applicable registration form. In registering for the Services, you agree to submit accurate, current, and complete information about you and promptly update such information, if applicable. Should Turfway suspect that such information is untrue, inaccurate, not current, or incomplete, Turfway has the right in its sole discretion to suspend or terminate your access to

and use of some or all of the Services and/or seek updated information from you. If you created a web account on any Services, you may cancel your account at any time by notifying Turfway and following the necessary cancellation procedures. There is no minimum commitment to open or maintain an account.

You are solely responsible for any and all activities that occur under your account and for ensuring that you exit or log-off from your account at the end of each session of use. If you are conducting this session on a public computer or are otherwise using a computer or mobile device to which multiple people have potential access, be sure to follow all relevant instructions to ensure you are sufficiently disconnected and logged off the applicable Service and the computer or operating system you are using to prevent unauthorized access to your account with Turfway. You agree to notify Turfway immediately of any unauthorized use of your password or account or any other breach of security that is known or suspected by you. Web accounts cannot be shared or used by more than one individual.

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Turfway will not be responsible for typographical or other errors or omissions regarding prices or other information. All product sales and promotions are subject to these Terms of Use. Promotional offers and prices are for a limited time or as specified. Prices and promotions are subject to change without prior notice. Inventory and availability are subject to rapid change.

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You agree not to upload, transmit, post, email or otherwise make available to any of the Services, any content or other material in any format that: (i) is false, inaccurate, misleading, fraudulent, unlawful (including, but not limited to, laws governing consumer protection, unfair competition, antidiscrimination, or false advertising), harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, libelous and/or otherwise objectionable; (ii) infringes any third party's intellectual property, whether a copyright, patent, trademark, trade secret, or other proprietary right or rights of publicity or privacy; or (iii) contains viruses, worms, Trojan horses, time bombs, cancelbots, Easter eggs, corrupted files, or any other similar software or programs designed to interrupt, interfere, intercept, expropriate, destroy or limit the functionality of any data, personal information, computer software or hardware or telecommunications equipment.

In addition, you further agree not to: (i) alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing on any of the Services or contained in a file that is uploaded to any Service; (ii) impersonate any person or entity, including, but not limited to, a Turfway official or falsely state or otherwise misrepresent your affiliation with a person or entity; (iii) attempt, through any means, to gain unauthorized access to the Services or another user's account on any of the Services; (iv) access, monitor, observe, or otherwise use any aspect of the Services if you are not in compliance with the Age Requirements; (v) use of any device, software, or routine that interferes or attempts to interfere with the proper working of the Services; (vi) use any robot, scraper, spider, other automatic device, or manual process to monitor or copy any information or content contained in the Services without Turfway's prior express written permission; (vii) systematic retrieval of data or other content from this Site to create or compile, directly or indirectly, a collection, compilation, database or directory without our prior written permission is prohibited; (viii) take any action that imposes an unreasonable or disproportionately large load on the Services' infrastructure; or (ix) create liability for Turfway or cause Turfway to lose (in whole or in part) the services of its information technology partners or other suppliers.

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Limitation of Liability

Turfway and its officers, directors, board, employees and agents shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from the use or the inability to use the Services or any content contained therein or downloadable therefrom, or any information obtained via the Services or for the cost of procurement of substitute services or resulting from unauthorized access to or alteration of your transmissions or data, including, but not limited to, damages for loss of profits, use, data or other intangibles even if foreseeable or if Turfway has been advised of the possibility of such damages. If your use of the Services results in the need for servicing, repair, or correction of equipment or data, you assume all costs thereof.

Any transactions, communications, or other dealings you have with third parties found on or through the Services are solely between you and the third party. Turfway makes no representations or warranties with respect to such third parties offering services. Turfway shall not be responsible nor liable for or in connection with any such third party transactions, communications, or other dealings.

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

Indemnification

You hereby agree to indemnify, defend, release, and hold harmless Turfway (its affiliates, successors, assigns, and each's respective employees, officers, directors, managers, principals, members, stockholders, agents, licensors, and their respective successors and assigns), from and against any and all claims, damages, obligations, liabilities, losses, damages, fines, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable consultants' fees, and court costs) incurred as a result of, arising from, or related to your use of any of the Services, any Submissions provided by you (including in the event your Submissions infringe, dilute, misappropriate or otherwise violate the rights of any third party, including with respect to rights of publicity or privacy), access by others to the Services under your authority or control or using your web account, and/or any Content or other information contained therein or provided thereby, including, but not limited to, information from Linked Sites linked to the Services.

Failure to Abide by These Terms

Turfway may, in Turfway's sole discretion, remove your information from the Services, issue you a warning, suspend your use, or even terminate your use of your account immediately, without notice to

you, and refuse to provide any services to you if you breach these Terms of Use, or if Turfway is unable to verify or authenticate any information that you provide or if we believe your actions may cause financial loss or legal liability for you, Turfway's other guests or users, or Turfway.

Turfway reserves the right, in its sole discretion, and for any reason, to refuse access to any user at any time to those portions of the Services that require registration. You agree that Turfway shall not be liable to you or any third party for any termination of your access to any Material, Content, or the Services.

Governing Law

These Terms of Use shall be governed by and construed under and pursuant to the laws of the Commonwealth of Kentucky, without regard to Kentucky's conflicts of laws principles. Any and all litigation concerning any dispute arising under or in connection with these Terms of Use shall be filed and maintained only in a state or federal court located in Boone County, Kentucky. You agree to the personal jurisdiction by and venue in the state and federal courts in Boone County, Kentucky, and waive any object to such jurisdiction or venue.

Dispute Resolution

Any controversy or claim arising out of, or relating to, these Terms of Use, or the breach thereof, shall be settled by binding arbitration in accordance with the commercial arbitration rules then in effect of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be conducted in Boone County, Kentucky. Turfway on the one hand and you on the other hand shall select an arbitrator from a list provided by the American Arbitration Association that is mutually satisfactory to them. If Turfway and you are unable to agree on an arbitrator within ten (10) days, Turfway and you shall each choose an arbitrator from a list provided by the American Arbitration Association within ten (10) days of the parties failing to mutually agree to an arbitrator. The two arbitrators so selected shall then select a third arbitrator mutually satisfactory to them from the list provided by the American Arbitration Association. If a party fails to select an arbitrator as required within the applicable timeframe, the arbitrator timely selected by a party shall be the sole arbitrator of the matter referred to arbitration. The single arbitrator so selected by the aforesaid procedure shall hear the dispute and decide it. The award of the arbitrator shall be binding and final on all parties. Any and all legal, accounting and other costs and expenses incurred by the prevailing party shall be borne by the non-prevailing party.

Invalidity; Additional Terms

These Terms of Use constitute the entire agreement between Turfway and you. If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms of Use, which shall remain in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

Accessing or using the Services may require that you agree to additional terms associated with particular aspects of this Site ("***Additional Terms***"). Additional terms, conditions, and disclaimers regarding the use of the Services' functions may appear within the body of the Services and are incorporated herein by reference. The Additional Terms and Terms of Use shall apply equally; however, if there is irreconcilable difference between the Additional Terms and Terms of Use, the Additional Terms shall apply.

Miscellaneous

Employment opportunities with Turfway that are listed via the Services are subject to change without prior notice. No agency, partnership, joint venture, or employment is created as a result of the Terms of

Use, and you do not have any authority of any kind to bind Turfway in any respect whatsoever. Turfway is an equal opportunity employer.

Except as explicitly stated otherwise, any notices shall be given, if to Turfway, by postal mail to Turfway Park, LLC, Attn: Legal, 7500 Turfway Rd., Florence, Kentucky, 41042. Alternatively, Turfway may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Turfway during the registration process. In such case, notice shall be deemed given three (3) days after the date of mailing.

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