

BREEDERS' CUP 2022 WORLD CHAMPIONSHIPS TICKET GIVEAWAY

OFFICIAL RULES & HOW TO ENTER

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW.

By entering the Breeders' Cup 2022 World Championships Ticket Giveaway (the "Contest"), you acknowledge and agree to the following official rules (the "Official Rules"):

ELIGIBILITY: The Contest, hosted by Breeders' Cup Limited ("Sponsor"), a New York not-for-profit corporation, with offices located at 215 West Main Street Suite 250, Lexington, KY 40507, is open only to legal residents of the United States and Canada (excluding Quebec) who are eighteen (18) years of age or older at the time of entry. Employees of Sponsor, including each of their respective subsidiaries, affiliates, advertising and promotion agencies, retailers, distributors (collectively, "Contest Entities"), and their immediate family members and/or those living in the same household of each are not eligible to enter or win. All entries prohibited by applicable law shall be deemed to be void. Sponsor reserves the right to verify all eligibility requirements. Contest is subject to all applicable federal, province/state, and local laws and regulations.

TIMING: The Contest begins on October 13, 2021 at 12:00 PM ET and ends on February 28, 2022 at 5:00 PM ET (the "Contest Period"). A drawing to determine the Winner (as hereinafter defined) will be held within seven (7) days of the conclusion of the Contest Period.

ENTRIES RECEIVED AFTER THE CLOSE OF THE CONTEST PERIOD WILL NOT BE ACCEPTED.

HOW TO ENTER: Visit www.breederscup.com (the "Website") and follow the on-screen instructions to enter the Contest. Entries must be received during the Contest Period. Limit one (1) entry per person per email address for the entire Contest Period. Sponsor reserves the right to disqualify any entry for any reason, in its sole and absolute discretion.

RANDOM DRAWING: One (1) grand prize winner (the "Winner") will be selected in a random drawing among all entrants. If no entries are properly received, then no prize(s) will be distributed for the Contest. Odds of winning depend on the number of eligible entries. All random drawings will be conducted by Sponsor.

WINNER NOTIFICATION: The Winner will be notified by email, telephone, and/or US mail within seven (7) days of the conclusion of the Contest Period. The Winner may be required to complete and return to Sponsor documents of Sponsor's choosing, including, without limitation, tax documents, a notarized Affidavit of Eligibility and Liability, and where permissible, a Publicity Release ("Affidavit/Release"), within seven (7) days of the date specified on such notification, or an alternate winner may be determined. If Sponsor is unable to contact the Winner within twenty-four (24) hours of initial notification; if an Affidavit/Release and/or if any required document(s) is not returned within the time period provided; if a selected Winner cannot accept or receive the prize for any reason; or if he/she is not in compliance with these Official Rules, then such prize will be forfeited, and an alternate Winner may be determined at Sponsor's sole and absolute discretion. Prize(s) will be awarded within sixty (60) days following Winner verification under these Official Rules.

CONTEST PRIZES & APPROXIMATE RETAIL VALUE:

A list of the applicable prizes and their Approximate Retail Value ("ARV") is provided below:

<u>PRIZE</u>	<u>ARV</u>
Two (2) tickets to the 2022 Breeders' Cup World Championships on Friday, November 4, and Saturday, November 5	\$5,000

The Total ARV of all potential prizes awarded under the Contest is \$5,000.

GENERAL PRIZE CONDITIONS: Winner may not substitute, assign or transfer a prize. Winner shall be responsible for all applicable federal, state and local taxes, if any. Incidental expenses on any prize not specified herein are the Winner's sole responsibility. Sponsor will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach the Winner for any reason, including, without limitation, because of incorrect or changed contact information. If Sponsor determines at any time in its sole discretion that a Winner is disqualified, ineligible, or in violation of these Official Rules, Sponsor reserves the right in its sole discretion to select an alternate Winner. If any person supplies false information, obtains entries by fraudulent means or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, Sponsor may disqualify that person and pursue any and all available legal remedies.

Except where prohibited by law, entry and acceptance of prize constitute permission for Sponsor and its agents to use each winner's name, prize won, hometown, likeness, and statements for purposes of advertising, trade, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. 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.

GENERAL CONDITIONS OF ENTRY: Entrants agree to these Official Rules and the decisions of the Sponsor, and on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless the Contest Entities, as well as the employees, officers, directors and agents of each ("Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from entrant's participation, acceptance and use or misuse of any prize.

IN NO EVENT WILL ANY OF THE RELEASED PARTIES 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 THE RELEASED PARTIES 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.

In the event Sponsor is prevented from continuing with the Contest as planned herein by any event beyond its control, including but not limited to, the cancellation or postponement of the 2022 World Championships, fire, flood, hurricane, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), pandemic or epidemic, or any federal, state, or local government law, order, or regulation, or

order of any court or other cause not within Sponsor's control or concerns, Sponsor shall have the right to modify, suspend, extend or terminate the Contest without awarding the Prizes. Entrants assume all liability for any injury, including death or damage caused or claimed to be caused, by participation in this Contest or use or redemption of any prize.

GOVERNING LAW; 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/OR ANY OF THE CONTEST ENTITIES 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 ENTRY IN 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, 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.

LIMITATIONS OF LIABILITY FOR WEB ACCESS: The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by Website users, or tampering or hacking, or by any of the equipment or programming associated with or utilized in the Contest and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Website. The Sponsor is not responsible for injury or damage to an entrant's or to any other person's computer related to or resulting from participating in this Contest or downloading and/or uploading materials from or use of the Website. If for any reason, the Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and determine winners from all eligible entries received prior to that action taken.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. Entries made with multiple email addresses, under multiple identities or through the use of any automated other device or artifice to enter multiple times will be deemed invalid. Mechanically reproduced, illegible, incomplete or inaccurate entries are void. In the event of a dispute, entries will be deemed to have been submitted by the Authorized Account Holder of the email address provided at the time of entry. "Authorized Account Holder" means 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. Mechanically reproduced entries are not eligible. Sponsor is not responsible for lost, late, damaged or misdirected entries.

Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest should any portion of the Contest be, in Sponsor's sole opinion, compromised by non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, or for any other reason determined by Sponsor in its sole discretion and, if terminated, at its discretion, select the potential winner(s) for the drawing(s) at issue from all eligible, non-suspect entries received for the applicable drawing prior to action taken or as otherwise

deemed fair and appropriate by Sponsor. Sponsor is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive email messages. Sponsor is not responsible, and may disqualify an entrant, if his or her e-mail address, telephone, or other contact information does not work or if it is changed without entrant giving prior written notice to Sponsor.

ENTRIES SUBJECT TO PRIVACY POLICY: Any personal information you provide to Sponsor will be subject to Sponsor's privacy policy, which is available at: <https://www.breederscup.com/privacy-policy>. In addition, by entering the Contest, you grant Sponsor permission to share your email address and any other personally identifiable information for the purpose of Contest administration and prize fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as explicitly described in Sponsor's privacy policy.

WINNER(S) LIST: For the name of the Winner, send a self-addressed stamped envelope as well as a note requesting the names of the Winner addressed to: Breeders' Cup Limited, 215 West Main Street Suite 250, Lexington, KY 40507.

MISCELLANEOUS: Any provision hereof prohibited by, or unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision or enforcement of these Official Rules. The provisions of these Official Rules are not intended to be for the benefit of, or enforceable by, any party other than Sponsor and entrants. Except for Sponsor and entrants, no party shall have any right to rely upon or enforce any of the terms and provisions of these Rules. Entrant shall not assign any rights contained herein. The failure by one party to require performance of any provision of these Official Rules shall not affect that party's right to require performance at any time thereafter, nor shall a waiver by one party of a breach by the other party be considered a waiver of any or all subsequent breaches by the breaching party. All rights and remedies provided in these Official Rules are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties, or otherwise.