

## **2023 Kentucky Derby® Trip Sweepstakes Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED.

### **Prize Details**

Enter for your chance to win a trip to the 2023 Kentucky Derby® in Louisville, Kentucky!

### **Prize Eligibility**

This 2023 Kentucky Derby® Trip Sweepstakes (“Sweepstakes”) is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding Florida, New York and Rhode Island residents) who are 18 years of age or older at the time of entry.

Sweepstakes Begins: March 29, 2022 @ 12:01 a.m. (ET)

Sweepstakes Ends: November 28, 2022 @ 11:59 p.m. (ET)

### **Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. Open to legal residents of the 50 United States and the District of Columbia (excluding Florida, New York and Rhode Island residents) who are 18 years of age or older at the time of entry. Sweepstakes begins on March 29, 2022 @ 12:01 a.m. (ET) and ends on November 28, 2022 @ 11:59 p.m. (ET). The Sponsor’s clock is the official timekeeper of this Sweepstakes. Odds of winning depend on number of eligible entries received. Subject to full Official Rules. Void where prohibited or restricted.

### **Eligibility**

This Sweepstakes is open to individuals who are legal residents of the fifty (50) United States and the District of Columbia (excluding Florida, New York and Rhode Island residents) who are 18 years of age or older at the time of entry.

Employees of Churchill Downs Racetrack, LLC (the "Sponsor"), its parents, subsidiaries, and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not), are not eligible to participate or win.

Enter to win the prize by submitting your email address at the following web address:

<https://www.kentuckyderby.com/party/derby-party/enter-to-win-aderby-experience>

Only one entry permitted per person. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant’s entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

The winner will be selected in a random drawing from all eligible entries received. All required information must be submitted in order to be eligible to win the prize. This is an Internet only Sweepstakes; no alternate method of entry is available; and entrants must have access to the internet to participate.

This Sweepstakes is governed by U.S. law as described below under Governing Law and is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

#### **PRIZES: GRAND PRIZE**

One (1) GRAND PRIZE WINNER (Approximate Retail Value: \$10,300)

- 2 tickets to 2023 Kentucky Derby®
- 2 tickets to 2023 Kentucky Oaks®
- \$5,000 (awarded in the form of a check or wire transfer, payable to winner), which may be used towards transportation, hotel accommodations and/or other activities at the event. Winner is responsible for making their own flight hotel accommodations, and ground transportation arrangements, including all necessary identification and/or travel documents (e.g., a valid U.S. passport) required for travel.

The prize is awarded “as is” with no warranty or guarantee, either express or implied, by Sponsor. Winner may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute the prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided.

Selection and Notification: One potential Grand Prize winner will be selected in a random drawing held on or about December 1, 2022 from among all eligible entries received. Sponsor’s decisions are final on matters relating to this Sweepstakes. The potential winner will be notified by email after the prize drawing based on the information provided on the entry form. At the sole discretion of Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: 1) potential winner’s failure to respond to notification within one (1) business day after its transmission; 2) the return of an email notification as undeliverable after two (2) attempts; or 3) the return of the prize as undeliverable.

#### **General**

Sponsor assumes no responsibility for any damage to an entrant’s or any other person’s computer system or wireless phone, which is occasioned by participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor will not be responsible for late, lost, illegible, incomplete, damaged or misdirected entries and accepts no responsibility for any injury, loss or damage of any kind resulting from an entrant’s participation in this Sweepstakes. By entering this Sweepstakes, each entrant agrees to these Official Rules and waives, and releases Sponsor and Sponsor’s parents, subsidiaries, and affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each, from and against all claims, costs, injuries, losses, or damages of any kind arising out of or in connection with this Sweepstakes or delivery, misdelivery, acceptance,

possession, use of or inability to use the prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Sponsor reserves the right to verify eligibility qualifications of any winner. The value of each prize represents the Sponsor's good faith determination of the maximum retail value thereof. For Form 1099 reporting purposes, each winner shall be bound by such good faith determination. By entering, entrants agree to comply with these Official Rules, including all eligibility requirements. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.

### **Force Majeure**

In the event Sponsor is prevented from awarding prizes or the Sweepstakes, in whole or in part, as contemplated herein by any event beyond its control, including but not limited to severe inclement weather, fire, flood, natural or man-made epidemic or pandemic, 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) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then, subject to any governmental approval that may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. Only the type and quantity of prizes described in these Official Rules will be awarded. PLEASE NOTE THAT A HIGH VOLUME OF ENTRIES, OR TECHNICAL DIFFICULTIES WITH THE SYSTEM OR INTERNET, MAY RESULT IN TEMPORARY INABILITY TO ENTER THE SWEEPSTAKES OR A DELAY IN THE PROCESSING OF ENTRIES SUCH THAT YOUR ENTRY IS NOT RECEIVED IN TIME TO PARTICIPATE. SPONSOR IS NOT RESPONSIBLE OR LIABLE SHOULD ANY ENTRY NOT BE RECEIVED DUE TO SUCH DELAYS.

### **Sponsor**

Churchill Downs Racetrack, LLC, 700 Central Avenue, Louisville, Kentucky 40208, phone 502-636-4400

NO PURCHASE IS NECESSARY.

By entering, entrants agree to be bound by these Official Rules including all eligibility requirements. Sponsor's use of information submitted by entrants in connection with this Sweepstakes will be subject to the terms and conditions stated in these Official Rules as well as to the Sponsor's Privacy Policy available at

[http://www.churchilldownsincorporated.com/our\\_company/privacy\\_policy.html](http://www.churchilldownsincorporated.com/our_company/privacy_policy.html).

By accepting a prize, winner consents to the use of his/her name, image, likeness, photograph, voice and biographical material and entry submission for advertising, publicity and promotional purposes by Sponsor, or a party designated by Sponsor, in any and all media now or hereafter known including but not limited to, any online announcements, or for sharing this information with the press for viewing, whether TV or print, throughout the world in perpetuity, without additional compensation, notification or permission, except where prohibited by law. Entrants agree that the conditions of submission set

forth in these Official Rules, and all documents and agreements incorporated in these Official Rules by reference, solely govern the relationship between entrants and Sponsor in connection with this Sweepstakes. Entrants agree to waive any right to claim ambiguity in these Official Rules. Entrants agree that any and all disputes shall be governed by the laws of the Commonwealth of Kentucky.

### **Governing Law; Arbitration**

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF KENTUCKY WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY BECAUSE IT AFFECTS YOUR LEGAL RIGHTS. THIS SECTION PROVIDES THAT, EXCEPT FOR THE SPECIFIC EXCEPTION STATED BELOW, ANY DISPUTE BETWEEN YOU AND SPONSOR MUST BE RESOLVED BY BINDING ARBITRATION THAT REPLACES THE RIGHT TO GO TO COURT BEFORE A JUDGE OR A JURY, AND MAY LIMIT YOUR RIGHTS TO DISCOVERY OR TO APPEAL. IT FURTHER PROVIDES THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. Sponsor may, without your consent, elect mandatory binding arbitration of any claim, dispute or controversy raised by you against Sponsor arising from or related to your participation in the Sweepstakes (the "Claim" or "Claims"). All Claims are subject to arbitration, no matter what theory they are based on or what remedy they seek, whether legal or equitable. If Sponsor elects arbitration, the arbitration will be conducted as an individual arbitration. Neither you nor Sponsor consent or agree to any arbitration on a class or representative basis and the arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties involved. This arbitration provision applies to and includes any Claims made and remedies sought as part of any class action, private attorney general action, or other representative action. By consenting to submit Claims to arbitration, you may be forfeiting its right to share in any class action awards, including class claims where a class has not yet been certified, even if the facts and circumstances upon which the Claims are based already occurred or existed. Either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA") must administer the arbitration. The arbitration organization that is selected will apply its rules, codes or procedures in effect at the time the arbitration is filed, unless any portion of those rules, codes, or procedures is inconsistent with any specific terms of this arbitration provision or this Sweepstakes, in which case the terms of this arbitration provision or this Sweepstakes will govern. These rules and procedures may limit the amount of discovery available to you. The arbitration shall be before a single arbitrator. The arbitrator will apply applicable substantive law, including the applicable statute of limitations, and will honor claims or privilege recognized at law. The arbitrator will have the power to award to a party any damages provided for under applicable law, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court. All fees, including attorneys' fees will be allocated in accordance with the rules of the arbitration organization. The Federal Arbitration Act, and not state law, shall govern the arbitrability of all Claims between you and Sponsor, including any and all claims or disputes concerning the validity, construction and performance of this arbitration provision. Any Claim or dispute as to the enforceability of this arbitration provision's

restrictions on your right to participate in or pursue a class action or classwide arbitration shall be decided by a court and not an arbitrator, and shall be brought only in a United States District Court located in Louisville, Kentucky.

**Winner Announcement**

For a list of winners, contact Churchill Downs Racetrack, LLC, 700 Central Avenue, Louisville, Kentucky 40208.

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