

2023 Churchill Downs Survivors Parade Sweepstakes Rules

The 2023 Churchill Downs Survivors Parade Sweepstakes (the "Sweepstakes") begins on January 21, 2023 @ 12:01 a.m. (ET) and ends February 22, 2023 @ 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 Sweepstakes rules. Void where prohibited or restricted.

Eligibility

This Sweepstakes is open to individuals a) who are legal United States residents residing in the fifty (50) United States and the District of Columbia (excluding Florida and New York residents); b) who are 18 years of age or older at the time of entry; c) that have overcome or are battling a breast or ovarian cancer diagnosis; and d) who have never previously participated in the Kentucky Oaks Survivors Parade.

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.

How to Enter

To enter the Sweepstakes visit the website www.kentuckyderby.com/survivors (the "**Website**"), follow the on-screen instructions to complete the entry form with the information requested, and submit your entry to receive one (1) entry into the Sweepstakes. All requested information on the entry form at the Website must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of such entry. Except as contemplated in these Official Rules, personal information collected in connection with this Sweepstakes will be used in accordance with the privacy policy found on the Website, including, without limitation, our sharing of your information with the Promotion Entities listed herein for marketing purposes.

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 as long as such person is otherwise eligible in accordance with these rules. 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.

PRIZES:

One hundred and forty nine (149) Prizes are available. Each Prize consists of two (2) tickets to the 2023 Kentucky Oaks located in the Turf Suites 1/16th Pole, currently scheduled to take place on May 5, 2023, at Churchill Downs in Louisville, KY and the opportunity to participate in the Survivor's Parade. The approximate retail value of each Prize is \$2,500.00.

Any and all transportation to/from the event and any corresponding accommodations will not be provided by Sponsor and will be each winner's sole responsibility. Tickets must be used on the date specified by Sponsor. Tickets are subject to certain terms and conditions as specified thereon.

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 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. Use of the Grand Prize shall be subject to all rules and policies of Sponsor, including the Sponsor Ticketing & Admissions Policy found at <https://www.churchilldowns.com/tickets/admissions-services/ticketing-policy>.

Selection and Notification

One hundred and forty nine (149) potential Prize winners will be selected in a random drawing held on or about February 25, 2023 from among all eligible entries received. The potential prize winners will be notified by telephone and/or e-mail, using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within forty-eight (48) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion and time permitting, will attempt to contact up to two (2) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. Any potential prize winner shall sign an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If winner fails to respond to prize notification from Sponsor within the time frame specified or fails or refuses to sign and return all Prize Claim Documents prior to claiming prize, winner may be disqualified and an alternate winner may be selected.

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 the Sweepstakes. By entering this Sweepstakes, each entrant agrees to these Sweepstakes 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 the 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 Sweepstakes 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 Sweepstakes 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.

Winning a prize is contingent upon fulfilling all requirements set forth in these Sweepstakes 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 Sweepstakes 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

By accepting a prize, winner consents to the use of their 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 Sweepstakes Rules, and all documents and agreements incorporated in these Sweepstakes 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 Sweepstakes 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 SWEEPSTAKES 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 the winners' list, visit www.kentuckyderby.com/survivors on or about February 25, 2023.

"Churchill Downs", "Kentucky Oaks®", and "Kentucky Derby®" are registered trademarks of Churchill Downs Incorporated.

NO PURCHASE NECESSARY. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES OR D.C. (EXCLUDING FLORIDA, NEW YORK AND RHODE ISLAND RESIDENTS) WHO ARE 18 YEARS OR OLDER AT THE TIME OF ENTRY that have overcome or are battling a breast or ovarian cancer diagnosis and who have never previously participated in the Kentucky Oaks Survivors Parade. Sweepstakes ends 2/22/2023 at 11:59 p.m. (E.T). For Official Rules, method of entry, entry periods, prizes, and complete details, see www.kentuckyderby.com/survivors. Sponsor: Churchill Downs Racetrack, LLC, 700 Central Avenue, Louisville, KY 40208.