

Abbreviated Rules:

NO PURCHASE NECESSARY. Contest submission begins on 5/2/2020 at 8:00:01 a.m. ET and ends on 5/2/2020 at 3:59:59 p.m. ET. Open only to legal U.S. residents residing in the 48 contiguous U.S. & D.C. who are 21 years of age or older and who have not been convicted of a felony or any crime of moral turpitude or have been prohibited/excluded from gambling in any state or jurisdiction. See Official Rules at www.kentuckyderby.com/promotions for additional eligibility restrictions, prize descriptions/restrictions and complete details. Void in AK, HI and where prohibited. Sponsor: Churchill Downs Racetrack, LLC.

#KyDerbyAtHome Fashion Contest

OFFICIAL RULES

NO PURCHASE NECESSARY

CONTEST DESCRIPTION: The “#KyDerbyAtHome Fashion Contest” (the “Contest”) submission period begins on May 2nd, 2020 at 8:00:01 AM Eastern Time (“ET”) and ends on May 2nd, 2020 at 3:59:59 PM ET

The Contest provides eligible entrants with the opportunity to submit an image of themselves dressed in their best At Home Kentucky Derby Attire via social media using hashtag #KyDerbyAtHome. Official social media pages are as follows: <https://twitter.com/KentuckyDerby>, and <https://www.instagram.com/kentuckyderby/>. Eligible Submissions will be evaluated by a Representative of Vineyard Vines, the Official Judge of the #KyDerbyAtHome Fashion Contest that will select the Grand Prize winner as described herein.

By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Churchill Downs Racetrack, LLC, 700 Central Avenue, Louisville, KY 40208 (the “Sponsor”), which shall be final and binding in all respects.

ELIGIBILITY: Contest is open only to legal United States residents who reside in the forty-eight (48) contiguous United States and Washington, D.C. who are twenty-one (21) years of age or older and who have not been convicted of a felony or any crime of moral turpitude or have been prohibited/excluded from gambling in any state or jurisdiction. Employees, officers and directors of Sponsor, **Churchill Downs Incorporated**, their respective parents, subsidiaries, affiliates, advertising, promotion and other agencies (collectively, the “Contest Entities”), and their immediate family members and/or those living in the same household of each are not eligible to participate. Void in Alaska, Hawaii and where prohibited by law. All federal, state, and local laws and regulations apply.

HOW TO ENTER: To enter the Contest contestants must go to:

www.twitter.com or www.instagram.com and publically post a photo of him/herself with the hashtag #KyDerbyAtHome to receive one (1) entry into the Contest. Personal information collected in connection with this Contest will be used in accordance with the privacy policy found on www.churchilldownsincorporated.com/our_company/privacy_policy.html and any applicable policies of the social media platform(s) used by Entrant.

Each entry must meet the following “Entry Requirements” (any entry that, in Sponsor’s sole and absolute discretion, violates the following criteria will be disqualified):

- Submissions must NOT contain any material that infringes or violates any right of a third party including copyright, patent, trademark, trade secret or other proprietary rights, other than those belonging to Sponsor.
- Submissions must NOT contain any derogatory references to any of the Contest Entities.
- Contest submissions must come from an active and publicly accessible social media page.
- Multiple entries are allowed, if the fashion is completely changed in each photo (no repeated articles of clothing)
- Multiple people are allowed in the submitted photo, however only the person that submits will be entered into the Contest.

Note: Sponsor reserves the right, in its sole discretion, to disqualify any entry in the Contest if Sponsor views the submission as potentially infringing or otherwise a violation or potential violation of a third party’s rights or if it deems the submission to be inappropriate, derogatory, or to be otherwise objectionable.

Entrants understand that they are sharing their submission at their sole risk. Sponsor is not responsible for any claims arising from the submission, specifically including, but not limited to, claims for intellectual property infringement and privacy rights violations.

Proof of submission is not considered proof of delivery to or receipt of such entry. Furthermore, Sponsor shall have no liability for any entry that is lost, intercepted or not received by the Sponsor.

JUDGING AND WINNER SELECTION AND NOTIFICATION: Throughout the Contest Period, a Representative of Vineyard Vines, Official Style Partner of the Kentucky Derby, will judge all approved entries based on the following judging criteria: being colorful, showcasing classic Derby style, and incorporating At-Home comfort. The submission with the highest score will be determined the potential Grand Prize winner, subject to verification of eligibility and compliance with these Official Rules. The judging of entries will be conducted under the supervision of Sponsor whose decisions are final and binding in all respects relating to selection. The potential Grand Prize winner, as determined by a representative of Vineyard Vines, will be notified via social media no later than Sunday, May 3rd and will be required to respond (as directed) to the notification attempt within forty-eight (48) hours of first attempted notification. The failure to respond timely to the notification may result in forfeiture of participation in the Contest and, in such case, Sponsor may select an alternate Grand Prize winner according to the aforementioned judging criteria, time permitting. The potential Grand Prize winner will be required to execute, have notarized and return an affidavit of eligibility, a liability release and, unless prohibited by law, a publicity release and other related documents required by the Sponsor (the “**Prize Claim Documents**”), within a reasonable amount of time, as determined by the Sponsor in its sole discretion. Additionally, the potential Grand Prize winner must agree to submit to a background check. If the background check reveals that a potential winner has been convicted of a felony or any crime of moral turpitude or have been prohibited/excluded from gambling in any state or jurisdiction, as determined by Sponsor in its discretion, Sponsor may disqualify such potential Grand Prize winner. If a potential Grand Prize winner does not return the Prize Claim Documents as directed or is disqualified for any reason, including failure to comply with these Official Rules the Grand Prize may be awarded to a runner-up, if any, in Sponsor’s sole discretion, time permitting. Select submissions may be showcased on Sponsor’s website, social media channels or elsewhere without territorial time or other use restrictions. Being selected as a featured submission has no bearing on the ultimate outcome of the Contest.

REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Each entrant represents and warrants as follows: (i) the Entrant does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. (ii) Each entrant hereby agrees to indemnify and hold the Contest Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

GRANT OF RIGHTS: Each entrant into the Contest hereby irrevocably grants to Sponsor, its designees, affiliates, successors and assigns, the non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display the submission in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol in perpetuity and throughout the universe for advertising, marketing, publicity and promotional purposes in connection with the Contest and other promotions. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the submission for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein.

PUBLICITY RELEASE: By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in or winner of the Contest, each entrant irrevocably grants the Sponsor and its designees, successors, assigns and licensees, the right to use such entrant's name, likeness, and biographical information in any and all media for any purpose, including without limitation, advertising and promotional purposes and hereby releases the Contest Entities from any liability with respect thereto.

GRAND PRIZE:

One (1) Grand Prize is available. The Grand Prize consists of 6 Tickets for Box seats in section 111 to the 146th running of the Kentucky Oaks on September 4th, 2020 and 6 Tickets for Box seats in section 111 to the 146th running of the Kentucky Derby on September 5th, 2020, one (1) Christine Moore designed hat, the Evangeline, from Christine A. Moore Millinery and a \$100 vineyard vines gift card. The approximate retail value (“ARV”) of the Grand Prize is \$8,210.

*Any and all transportation to/from the 146th running of the Kentucky Oaks and 146th running of the Kentucky Derby at Churchill Downs and any corresponding accommodations will not be provided by Sponsor and will be each winner's sole responsibility. Tickets are subject to certain terms and conditions as specified thereon and by issuer. Winner and his/her guest must comply with all venue rules and regulations. Failure to do so may result in forfeiture of prize. Tickets to the 146th running of the Kentucky Derby at Churchill Downs may not be sold or transferred and if they cannot be used by the winner, will be forfeited in their entirety.

GENERAL LIABILITY RELEASE: By participating in the Contest, each entrant agrees, and by accepting prize Grand Prize winner agrees, that the Contest Entities (i) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Contest or in any Contest related activity, or from entrant's acceptance, receipt, possession and/or use or misuse of any prize, and (ii) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. The Contest Entities assume no responsibility for any damage to an entrant's or any other person's computer system which is occasioned

by participating in the Contest, 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 is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, web sites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of the Grand Prize or in any prize notification documents, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. If, for any reason, the Contest is not capable of running as planned, including, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, suspend or extend the Contest and, in the event of any termination or cancellation, select winners from among all eligible, non-suspect entries received prior to the termination or cancellation. Any attempt by an entrant or any other individual to deliberately undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person in connection with the Contest, is in violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to disqualify the applicable individual and seek damages and other remedies from any such person to the fullest extent permitted by law. If any provisions of these Official Rules are determined to be invalid or unenforceable, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

NO OBLIGATION TO USE: Sponsor shall have no obligation (express or implied) to use any submission, or to otherwise exploit any submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the any submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

GOVERNING LAW: 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 CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE 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.

CONFIDENTIALITY: For information about how the Sponsor uses your personal information, please see its privacy policy, located at Kentuckyderby.com.

WINNER'S LIST: To obtain a copy of any legally required winner's list, send a self-addressed stamped envelope to: "KyDerbyAtHome Fashion Contest" Contest Winner, 700 Central Avenue, Louisville, KY 40208. All such requests must be received within six (6) weeks after the Contest ends.