

Abbreviated Rules:

NO PURCHASE NECESSARY. Contest submission begins on 4/30/2021 at 10:00:01 a.m. ET and ends on 5/1/2021 at 1:59:59 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.

Kentucky Derby & Kentucky Oaks Fashion Contest Presented by Longines

OFFICIAL RULES

NO PURCHASE NECESSARY

ELIGIBILITY: The “**Kentucky Derby & Kentucky Oaks Fashion Contest Presented by Longines**” (the “**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, directors, agents and representatives of Churchill Downs Racetrack, LLC (“**Sponsor**”), Churchill Downs Incorporated, Longines Watch Co Francillon Ltd. (“**Longines**”), and each of their respective subsidiaries, affiliates, advertising, promotion and other agencies (collectively, the “**Contest Entities**”) and each such individual's immediate family members (spouse, parents, legal guardians, in-laws, grandparents, siblings, and children, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate or win. Void in Alaska, Hawaii and where prohibited by law. All federal, state, and local laws and regulations apply. Neither Instagram nor Twitter is a Sponsor or affiliated with the Contest. By entering, you understand that you are providing your information to Sponsor and not to Instagram or Twitter.

SUBMISSION PERIOD: The Contest submission period begins on April 30th, 2021 at 10:00:01 AM Eastern Time and ends on May 1st, 2021 at 1:59:59 PM ET (the “**Submission Period**”).

CONTEST DESCRIPTION: The Contest provides eligible entrants with the opportunity during the Submission Period to submit an image of themselves dressed in their best Kentucky Oaks or Kentucky Derby attire via social media using hashtag #MyDerbyFashion . For purposes of the Contest, the officially recognized social media pages (“**Social Media**”) are as follows: <https://twitter.com/KentuckyDerby>, and <https://www.instagram.com/kentuckyderby/>. Eligible Submissions will be evaluated by panel of two (2) judges composed of one (1) representative from each of Sponsor and Longines (the “**Official Judges**”).

By submitting an image as described above and participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions Sponsor, which shall be final and binding in all respects.

HOW TO ENTER: During the Submission Period, a contestant may enter the Contest by going to: www.twitter.com or www.instagram.com and publically posting a photo of him/herself with the hashtag #MyDerbyFashion to receive one (1) entry into the Contest. Your Instagram or Twitter account must be public in order to participate. 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 polices 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.
- 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.
- Contestants must have a public access social media profile available from Friday, April 30th thru Monday, May 3rd

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 shall not be considered proof of delivery of an entry to, or receipt of an entry by, Sponsor. Furthermore, Sponsor shall have no liability for any entry that is lost, intercepted or not received by the Sponsor for any reason whatsoever.

JUDGING AND WINNER SELECTION AND NOTIFICATION: Throughout the Submission Period, the Official Judges will judge all approved entries based on the extent each entry (i) showcases the elegance embodied by Longines; and (ii) captures the classic Oaks and Derby style. The Official Judges will select one (1) male and one (1) female entrant, each deemed to have the highest score as determined by the Official Judges in their sole discretion, to be deemed the potential Grand Prize winners, subject to verification of eligibility and compliance with these Official Rules. The selection process of the Official Judges will be conducted under the supervision of Sponsor, whose discretion shall be final and binding in all respects relating to selection. The potential Grand Prize winners, as determined by the Official Judges, will be notified via Social Media no later than Saturday, May 1st, 2021 5:00pm EST. **For confirmation purposes prior to the announcement of such winners, the potential winners will be required to respond (as directed) to the notification attempt within thirty (30) minutes 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 alternate Grand Prize winners according to the aforementioned judging criteria, time permitting. The winners of the Contest will be announced via Social Media on or before the end of day, May 1, 2021. The potential Grand Prize winners 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 winners 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 as relates to the Contest: (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, during the live telecast of the Kentucky Derby and for advertising and promotional purposes and hereby releases the Contest Entities from any liability with respect thereto.

GRAND PRIZES. Two (2) Grand Prizes are available. The Grand Prizes consists of :

Grand Prize 1:

(1) Longines Prize for Elegance Man (L29094783) Master Collection 40MM Automatic Silver Barleycorn Dial with MoonPhase on Brown Alligator Strap. The approximate retail value ("ARV") \$2,350

Grand Prize 2:

(1) Longines Prize for Elegance Woman (L52550717) DolceVita Silver Dial with Diamond Bezel on Blue Alligator Strap. The approximate retail value ("ARV") \$3,050

GENERAL LIABILITY RELEASE: By participating in the Contest, each entrant agrees, and by accepting prize Grand Prize winners 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: "Kentucky Derby & Kentucky Oaks Fashion Contest Presented by Longines" Contest Winner, 700 Central Avenue, Louisville, KY 40208. All such requests must be received within six (6) weeks after the Contest ends.