

Abbreviated Rules:

NO PURCHASE NECESSARY. Contest submission begins on 9/4/2020 at 10:00:01 a.m. ET and ends on 9/5/2020 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.

Kentucky Derby Fashion Contest by Longines

OFFICIAL RULES

NO PURCHASE NECESSARY

CONTEST DESCRIPTION: The “**Kentucky Derby Fashion Contest by Longines**” (the “**Contest**”) submission period begins on September 4th, 2020 at 10:00:01 AM Eastern Time (“**ET**”) and ends on September 5th, 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 Kentucky Oaks or Kentucky Derby Attire via social media using hashtag #MyDerbyFashion 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 both Churchill Downs and Longines, the Official Judge of the Kentucky Derby Fashion Contest by Longines. Contest that will select the Grand Prize winners 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 #MyDerbyFashion 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.
- 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, September 4th thru Monday, September 7th

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 Longines and Churchill Downs will judge all approved entries based on the following judging criteria: showcasing the elegance embodied by Longines and classic Oaks and Derby style. The submissions, (1) one male and (1) one female, with the highest score will be determined the potential Grand Prize winners, 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 winners, as determined by a representative of Longines and Churchill Downs, will be notified via social media no later than Saturday, September 5th 5:30pm 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 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: (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 PRIZES. Two (2) Grand Prizes are available. The Grand Prizes consists of:

Grand Prize 1:

(1) Longines Prize for Elegance Man (L38104732) Spirit 40MM Automatic Silver Dial Stainless Steel Bezel on Brown Strap. The approximate retail value ("ARV") \$2,150

Grand Prize 2:

(1) Longines Prize for Elegance Woman (L22855767) Conquest Classic 29MM Automatic Silver Dial on 18kt Rose Gold Stainless Steel Bracelet The approximate retail value ("ARV") \$3,425

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 Fashion Contest by Longines" Contest Winner, 700 Central Avenue, Louisville, KY 40208. All such requests must be received within six (6) weeks after the Contest ends.