

Enter for your chance to win one (1) “Thurby Swag Bag”

## THURBY SWAG BAG SWEEPSTAKES

### OFFICIAL RULES

Sponsored by to Churchill Downs Racetrack, LLC (herein “Sponsor”)

**NO PURCHASE, PAYMENT, OR DONATION OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT, OR DONATION WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**OPEN ONLY TO INDIVIDUALS WHO ARE LEGAL RESIDENTS OF AND RESIDING WITHIN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA (“D.C.”) WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID OUTSIDE OF THE 50 UNITED STATES/D.C. AND WHERE PROHIBITED. THIS SWEEPSTAKES IS GOVERNED BY UNITED STATES LAW. DO NOT ENTER IF YOU ARE NOT LOCATED IN THE UNITED STATES AT TIME OF ENTRY.**

**1. Sweepstakes Period:** The “Thurby Swag Bag Sweepstakes” (“Sweepstakes”) begins on September 3, 2020 at 1:00:00 p.m. Eastern Time (“ET”) and ends on September 3, 2020 at 5:00:00 p.m. ET (“Sweepstakes Period”). The database clock for the social media platform used for entry (defined below) will be the official timekeeping device for the Sweepstakes. The Sweepstakes is provided by the Sponsor. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.

**2. Eligibility:** The Sweepstakes is open only to legal residents the 50 United States/D.C. who are 21 years of age or older at time of entry and who have not been convicted of a felony or any crime of moral turpitude or have been prohibited from gambling in any state or jurisdiction. Employees, officers and directors of Sponsor, and its parent companies, affiliates, subsidiaries, distributors, suppliers and advertising and promotion agencies associated with the Sweepstakes, and members of the immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in the Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules may result in disqualification. Sweepstakes is void outside of the 50 United States, D.C., and where prohibited by law. The Sweepstakes is subject to United States law.

**3. How to Enter:** During the Sweepstakes Period, go to <https://twitter.com/KentuckyDerby> (the “Website”) and follow the on-screen instructions to enter the Sweepstakes (each an “Entry”). Any post to enter the sweepstakes must include #sweepstakes or entry will be invalid. **Limit one (1) Entry per person/social media account.** All Entries received from any person that exceed the stated limitation will be disqualified. Entries made by any means which subvert the entry process will be void. Incomplete or illegible Entries will not be acknowledged. All Entries become the exclusive property of Sponsor and will not be returned or acknowledged except as provided herein. In the event of a dispute as to who submitted an Entry, the\_name of the “authorized social media account holder” associated with the social media account will be deemed to be the entrant as long as such person is eligible and in compliance with these Official Rules. The authorized social media account holder is defined as the natural person who is in ownership of the social media account. Sponsor will not verify receipt of Entries. Proof of submission of

an Entry does not constitute proof of receipt by Sponsor. Released Parties (as defined in Rule 7, below) are not responsible for entries that are late, lost, illegible, damaged, misdirected, garbled or incomplete, altered or otherwise irregular, that contain false information, that are generated by script, macro or other automated or mechanical means, that have been submitted through illicit means or by any means which subvert the entry process or that do not conform with or satisfy any or all of the conditions set out in the Official Rules. **Multiple entrants are not permitted to share the same social media platform account for purposes of entry into the Sweepstakes.** Use of any automated program or method to enter will result in disqualification of all associated Entries and of the person/email address account responsible for such Entries.

**4. Drawing/Odds of Winning:** One (1) winner will be randomly selected in the prize drawing from among all eligible Entries received. The prize drawing will be conducted by the Sponsor whose decisions shall be final in all matters relating to the Sweepstakes and occur on or about [September 3, 2020]. The odds of winning depend upon the number of eligible Entries received.

**5. Prize and Approximate Retail Value (“ARV”):** One (1) winner will be chosen to receive (1) “Thurby Swag Bag”. Approximate Retail Value (“ARV”) is \$344.50. The prize is nontransferable and no substitutions or cash redemptions will be made. All prize details not specified herein shall be determined by Sponsor in its sole discretion. Prize is awarded “as is” with no warranty or guarantee, either express or implied, in fact or in law, by Sponsor. All prize details are in Sponsor’s sole discretion. In no event shall Sponsor’s prize liability exceed the ARV of the prize for any reason.

**6. Winner Notification:** No entrant is deemed the winner until his/her eligibility has been verified and it is determined that he/she has complied with all terms of these Official Rules. Sponsor will contact potential winner, via direct message to the social media used by the entrant, and may either request shipment address or an affidavit of eligibility and a release of liability and publicity (where permitted) (“Affidavit”) which potential winner must complete and return the Affidavit within seven (7) days of first attempted notification. If Sponsor requests shipment information, prize will be shipped within 4-6 weeks. Sponsor is not responsible for any telecommunications issues or for change of mailing address, or email address subsequent to the date on which an entrant entered the Sweepstakes. If the prize or any notification is returned as undeliverable, Sponsor is unable to contact the potential winner, or the potential winner is not in compliance with these Official Rules, as determined by Sponsor the prize will be forfeited and prize will not be awarded. Acceptance of the prize will further constitute and signify winner’s agreement and consent that Sponsor and/or Sponsor’s assignees may use winner’s name, likeness, city and state of residence, and/or prize information for promotional purposes in any media worldwide without limitation and without further notice or compensation, except where prohibited by law.

**7. General and Liability Release:** By participating, entrants agree to abide and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters. Entrants further agree to release, discharge and hold harmless Sponsor, Instagram, , its parent companies, affiliates, subsidiaries, distributors, suppliers and advertising and promotion agencies associated with the Sweepstakes, and all other service agencies involved with the design, execution or fulfillment of this Sweepstakes, and the respective directors, officers, agents and employees of each of the foregoing (collectively, the “Released Parties”) from and against any liability, claims, losses and damages of any kind, including death, to persons or property, arising out of, or relating to, their participation in this Sweepstakes and the acceptance, use, misuse or possession of a prize (if applicable), including as set out in Rule 9, below. By participating, each entrant further agrees, and by accepting the Prize, the Prize winner further agrees, that the Released Parties (i) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from

participation in the Sweepstakes or in any Sweepstakes 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 Released Parties assume no responsibility for any damage to an entrant's or any other person's computer system 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. Entrants who Sponsor determines to have not complied with these Official Rules are subject to disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any entrant from this Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliates if Sponsor suspects or finds entrant to be: (a) violating the Official Rules; (b) tampering or attempting to tamper with the entry process, the operation of the Sweepstakes, or the Website; (c) acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or (d) attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking the Website, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants, Sponsor or Sponsor's representatives. **ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES OR THE WEBSITE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR MAY DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING LAWYERS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO BAN OR DISQUALIFY AN ENTRANT FROM THIS AND FUTURE PROMOTIONS.** All materials submitted become the property of Sponsor and will not be returned. By entering, entrants agree that: (a) all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participants' rights and obligations, and the rights and obligations of the Sponsor in connection with the Sweepstakes, will be governed by, and construed in accordance with, the laws of the United States.

**8. Binding Arbitration:** Subject to applicable laws, any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Kentucky law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of

discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties.

**SUBJECT TO APPLICABLE LAWS, THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) TO THE EXTENT ALLOWED BY APPLICABLE LAW, ENTRANT WILL NOT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONETARY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW MANDATORY ARBITRATION, WAIVER OF CLASS ACTIONS, THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO RELEVANT PORTIONS OF THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.**

By entering, entrants agree that: (a) all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, and the rights and obligations of the Sponsor in connection with the Sweepstakes, will be governed by, and construed in accordance with, the laws of the State of Kentucky, without giving effect to any choice of law or conflict of law rules (whether of Kentucky or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Kentucky; and (b) any matters or proceedings which are not subject to arbitration as set forth above in this Section 8 of these Official Rules, and/or are related to entering any judgment on an arbitration award, shall take place in the State of Kentucky.

**9. Limitation of Liability:** Released Parties do not assume any responsibility for, and each entrant and the Prize winner hereby releases and agrees to hold the Released Parties harmless from and against, any and all claims, actions, damages, demands and liabilities of whatever nature or kind arising out of, or in connection with, the entrant's participation or attempted participation in the Sweepstakes, including, without limitation, the administration of the Sweepstakes, the selection and confirmation of the winner, and the arranging for, awarding of and use of the prize or portion thereof. Without limiting the generality of the foregoing, the Released Parties are not responsible for (a) the incorrect or inaccurate capture of entry information for any reason; (b) late, lost, stolen, damaged, misdirected, garbled or incomplete Entries, transmissions or transactions, Entries that are altered or otherwise irregular, have been submitted through illicit means or do not conform with or satisfy any or all of the conditions of these Official Rules; (c) any loss, damage, or claims caused by, or in any way related to, the awarded prize or the Sweepstakes itself; (d) failure of the Website or any operations or transmission of information during the Sweepstakes Period, including, without limitation, any problems, human, production or technical errors, lost, delayed,

garbled or corrupted data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or transmission lines, technical malfunctions of any computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including, without limitation, any injury or damage to an entrant's or any other person's computer related to or resulting from participating in or downloading any material connected to the Sweepstakes, all of which may affect a person's ability to participate in the Sweepstakes; (e) any typographical or other error or omission in any printing or advertising relating to the Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement or notification of the winner; (f) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; (g) any claims regarding the accepting, arranging for, awarding of or use of the prize or any portion thereof; (h) electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind; or (i) cheating or fraud by any participant. Entry material/data that has been tampered with or altered is void. Sponsor reserves the right, at its sole discretion, to amend these Official Rules for clarification purposes, at any time, in any way, and without prior notice, without materially affecting the terms and conditions of the Sweepstakes. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes, including any entry mechanism, if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play, safety, and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsor is prevented from awarding the prize or continuing with the Sweepstakes as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, or the Race cannot take place for any reason, Sponsor will (if possible) select any the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

**10. Winners Names:** For the winners name (available after winner has been verified for any prizes of \$25 or more), send a self-addressed, stamped, business size (#10) envelope by October 1, 2020 to: Thurby Swag Bag Sweepstakes, c/o Churchill Downs Marketing. , 5550 Touhy Ave, Suite 403, Skokie, IL 60077, United States.

**11. Privacy Policy/Consent to Use Personal Information:** Personal information collected in connection with this Sweepstakes is subject to the Sponsor's privacy policy ([http://www.churchilldownsincorporated.com/our\\_company/privacy\\_policy.html](http://www.churchilldownsincorporated.com/our_company/privacy_policy.html)). By entering this Sweepstakes, you consent and agree to Sponsor's collection, use, disclosure and storage of your information for the administration of this Sweepstakes and for any purposes consistent with such privacy policy.

**12. Rules Govern:** In the event of any discrepancy or inconsistency between the Official Rules and disclosures or other statements contained in any Sweepstakes-related materials or made by any representative of Sponsor, these Official Rules shall prevail, govern and control.

**13. Severability:** 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.

**14. Sponsor:** Churchill Downs Racetrack, LLC, 600 N Hurstbourne Pkwy # 400, Louisville, KY 40222. The promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter.