

Terms & Conditions for Churchill Downs Racetrack SMS Program

Last Updated 06/01/2026

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS FURTHER DETAILED BELOW.

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR PARTICIPATION IN OUR SMS PROGRAM. MUST BE EIGHTEEN (18) YEARS OF AGE OR OLDER TO PARTICIPATE.

Churchill Downs Racetrack, LLC (“Company,” “our,” “us,” or “we”) provides these Terms & Conditions (“Terms”) which govern the provision and delivery of text messages by the Company in connection with our Churchill Downs Racetrack SMS Program. A user may opt-in to receive SMS messages by texting, providing the designated phone number for the SMS Program. At any time, the user can cancel participation in the SMS Program by replying STOP to any text message received through the SMS Program. Cancellation of participation in the SMS Program does not cancel participation in other SMS programs of the Company or its affiliates. Service will continue until user cancels.

By confirming your participation, you represent that you are 18 years of age or older, that you are not currently excluded or barred from the Company, that you are the account holder for the mobile number provided, and have permission to agree to these Terms. By using this SMS Program, you, the user, consents to our Privacy Policy and these Terms. Once enrolled, you will receive recurring marketing text messages from or on behalf of the Company with information, special offers and upcoming event promotions.

If you know someone who has a gambling problem and wants help, crisis counseling and referral services can be accessed by calling 1-800-GAMBLER (1-800-426-2537).

Messaging Frequency:

By opting in you agree to receive informational text messages from the Company in response to your requests. The number of text messages you receive may vary depending on the requests made. You may receive additional messages with information regarding the SMS Program, confirmation of your opt-in or opt-out, and other messages which you may have requested as a result of your use of the SMS Program. Message and Data rates may apply.

How to Opt-Out or Request Support:

Messages may recur until the user cancels the service. To cancel, Text STOP to the phone number or short code of a text message delivered by the Company through the SMS

Program. For help, Text HELP to the phone number or short code of a text message delivered by the Company through the SMS Program. We may not recognize other commands and are not responsible if your request to opt-out does not comply with these Terms. You must separately opt-out of each number from which you've opted-in for the SMS Program.

We may change the phone number or short code from which we send text messages. Opt-out or other requests sent to a phone number or short code that has been changed may not be received by us and we are not responsible for honoring request sent to a phone number or short code that has been changed.

Privacy Policy:

Mobile phone user privacy is extremely important to us, you may view our privacy policy on our website at <https://www.churchilldownsincorporated.com/privacy-policy/>. We may modify, supplement or amend our Privacy Policy at any time. Any such revision will be effective upon its posting.

Text messaging originator opt-in data and consent for the SMS Program will not be shared with third parties or affiliates for marketing/promotional purposes. Text messaging originator opt-in data and consent may be shared with third parties as necessary solely for purposes of conducting the SMS Program.

Offers:

The information received or made available through your participation in the SMS Program is for informational purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you, or by anyone who may be informed of any of its contents.

Limitations:

The Company's SMS Program is available on most carriers. Requires text-enabled handset. Carriers are not liable for delayed or undelivered messages.

Changes to these Terms:

We may modify, supplement or amend these Terms at any time. Any such revision will be effective upon its posting to this site.

Contact:

If there are any questions regarding these Terms, our Privacy Policy or the service, you may contact us using the information below.

Churchill Downs Racetrack, LLC

Attn: Legal Department

600 N Hurstbourne Parkway, Ste. 400 Louisville, Kentucky 40222

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY OR ITS, AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your participation, including, but not limited to, any content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from this SMS Program.

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

WAIVER OF CLASS ACTION PARTICIPATION:

YOU AGREE THAT BY PARTICIPATING IN THIS SMS PROGRAM YOU ARE WAIVING THE RIGHT TO A COURT OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE COMPANY ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE

ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

ARBITRATION:

WITH THE EXCEPTION OF COMPLAINTS FILED BY RIGHT AS SET FORTH BY APPLICABLE GAMING LAW AND REGULATIONS, YOU AGREE THAT ANY AND ALL CLAIMS AND DISPUTES ARISING FROM OR RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS AND CONDITIONS, YOUR PARTICIPATION IN THE SMS PROGRAM, OR YOUR DEALINGS WITH THE COMPANY SHALL BE FINALLY SETTLED AND RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION AS DESCRIBED IN THIS SECTION. THIS AGREEMENT TO ARBITRATE IS INTENDED TO BE INTERPRETED BROADLY. THE ARBITRATION WILL BE GOVERNED BY THE COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”), AS MODIFIED BY THIS SECTION. THE ARBITRATION WILL BE CONDUCTED BY JUDICIAL ARBITER GROUP, INC. (“JAG”) USING ONE ARBITRATOR WITH SUBSTANTIAL EXPERIENCE IN RESOLVING COMMERCIAL CONTRACT DISPUTES, WHO SHALL BE SELECTED FROM THE APPROPRIATE LIST OF JAG ARBITRATORS IN ACCORDANCE WITH THE ARBITRATION RULES AND PROCEDURES OF JAG. IF JAG IS UNABLE OR UNWILLING TO ARBITRATE A DISPUTE, THEN THE DISPUTE MAY BE REFERRED TO ANY OTHER ARBITRATION ORGANIZATION OR ARBITRATOR THAT YOU AND THE COMPANY AGREE UPON IN WRITING OR THAT IS APPOINTED PURSUANT TO SECTION 5 OF THE FEDERAL ARBITRATION ACT. FOR ANY CLAIM WHERE THE TOTAL AMOUNT OF THE AWARD SOUGHT IS \$10,000 OR LESS, THE ARBITRATOR, YOU, AND THE COMPANY MUST ABIDE BY THE FOLLOWING RULES: (A) THE ARBITRATION SHALL BE CONDUCTED SOLELY BASED ON TELEPHONE OR ONLINE APPEARANCES AND/OR WRITTEN SUBMISSIONS; AND (B) THE ARBITRATION SHALL NOT INVOLVE ANY PERSONAL APPEARANCE BY THE PARTIES OR WITNESSES UNLESS OTHERWISE MUTUALLY AGREED BY THE PARTIES. IF THE CLAIM EXCEEDS \$10,000, THE RIGHT TO A HEARING WILL BE DETERMINED BY THE AAA RULES, AND THE HEARING (IF ANY) MUST TAKE PLACE IN KENTUCKY. THE ARBITRATOR’S RULING IS BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION, OR APPLICATION MAY BE MADE TO SUCH COURT FOR JUDICIAL ACCEPTANCE OF ANY AWARD AND AN ORDER OF ENFORCEMENT, AS THE CASE MAY BE.

THERE IS NO JUDGE OR JURY IN ARBITRATION. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT AND REVIEW BY A COURT IS LIMITED. NEITHER YOU NOR THE COMPANY WILL BE ABLE TO HAVE A COURT OR JURY TRIAL OR PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION. YOU UNDERSTAND

AND AGREE THAT BY AGREEING TO RESOLVE ANY DISPUTE THROUGH INDIVIDUAL ARBITRATION, YOU ARE WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ANY DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MULTIPLE PARTIES.

LIMITATION OF ACTIONS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING IN ANYWAY TO THESE TERMS AND CONDITIONS, YOUR USE OF THE SERVICE, OR YOUR AND THE COMPANY'S DEALINGS WITH ONE ANOTHER MUST BE COMMENCED IN ARBITRATION WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUES. AFTER THAT TWO (2)-YEAR PERIOD, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. SOME JURISDICTIONS DO NOT ALLOW TIME LIMITATIONS OTHER THAN THOSE SET FORTH IN SUCH STATE'S STATUTE OF LIMITATIONS LAWS. IN SUCH CASES, THE APPLICABLE STATUTE OF LIMITATIONS PROVIDED FOR UNDER THE LAWS OF SUCH STATE SHALL APPLY.

YOU AGREE THAT ALL CHALLENGES TO THE VALIDITY AND APPLICABILITY OF THE ARBITRATION PROVISION — I.E. WHETHER A PARTICULAR CLAIM OR DISPUTE IS SUBJECT TO ARBITRATION — SHALL BE DETERMINED BY THE ARBITRATOR. NOTWITHSTANDING ANY PROVISION IN THESE TERMS AND CONDITIONS TO THE CONTRARY, IF THE CLASS-ACTION WAIVER ABOVE IS DEEMED INVALID OR UNENFORCEABLE YOU AGREE THAT YOU SHALL NOT SEEK TO, AND WAIVE ANY RIGHT TO, ARBITRATE CLASS OR COLLECTIVE CLAIMS. IF THE ARBITRATION PROVISION IN THIS SECTION IS FOUND UNENFORCEABLE OR TO NOT APPLY FOR A GIVEN DISPUTE, THEN THE PROCEEDING MUST BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF COMPETENT JURISDICTION LOCATED IN DADE COUNTY, FLORIDA AND YOU AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF EACH OF THESE COURTS FOR THE PURPOSE OF LITIGATING SUCH CLAIMS OR DISPUTES, AND YOU STILL WAIVE YOUR RIGHT TO A JURY TRIAL, WAIVE YOUR RIGHT TO INITIATE OR PROCEED IN A CLASS OR COLLECTIVE ACTION, AND REMAIN BOUND BY ANY AND ALL LIMITATIONS ON LIABILITY AND DAMAGES INCLUDED IN THESE TERMS AND CONDITIONS. THIS ARBITRATION AGREEMENT WILL SURVIVE TERMINATION OF YOUR PARTICIPATION IN THE SMSPROGRAM. THIS ARBITRATION AGREEMENT INVOLVES INTERSTATE COMMERCE AND, THEREFORE, SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-16 ("FAA"), AND NOT BY STATE LAW. INFORMATION ON AAA AND HOW TO START ARBITRATION CAN BE FOUND AT WWW.ADR.ORG OR BY CALLING 800-778-7879.

IF YOU WISH TO OPT-OUT OF THE AGREEMENT TO ARBITRATE, WITHIN 45 DAYS OF WHEN YOU FIRST PARTICIPATE IN THE SMS PROGRAM, YOU MUST SEND US A LETTER STATING, "REQUEST TO OPT-OUT OF AGREEMENT TO ARBITRATE" AT THE FOLLOWING ADDRESS:

Churchill Downs Racetrack, LLC
600 N Hurstbourne Parkway, Ste. 400 Louisville, Kentucky 40222

In the event you opt out of the arbitration provision, you agree to litigate exclusively in the state or Federal courts in Jefferson County, Kentucky, and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action. These Terms will be governed by Kentucky law, without giving effect to any principles of conflicts of laws.

Entire Agreement

The Terms of Use constitutes the sole and entire agreement between you and the Company regarding this SMS Program and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.