

## #MyDerbyMemory Contest Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER AND PURCHASE OR PAYMENT WILL NOT IMPROVE CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED. OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES WHO ARE AT LEAST 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.

By entering this contest (the "Contest"):

1. You agree to be bound by and comply with these Terms and Conditions ("Official Rules"), which form a legally binding agreement between you and Churchill Downs Racetrack, LLC ("Sponsor");
2. You represent that you satisfy all eligibility requirements; and
3. You agree to comply with all applicable laws, rules, or regulations (collectively, "Applicable Laws").

**Eligibility.** Open to individual legal residents of the fifty United States and the District of Columbia who are at least 18 years of age or older as of the date of entry. Employees, representatives and agents of Sponsor, its parents, affiliates (including Churchill Downs Incorporated ("CDI")), and any third-party administrator or promotional partners, and their immediate family members are not eligible to participate. The Contest begins on December 6, 2023 at 12:01 a.m. (ET) and ends on January 31, 2024 at 11:59 p.m. (ET) (the "Contest Period"). The Sponsor's clock is the official timekeeper of this Contest.

All entries must be received during the Contest Period to be eligible.

**How to Enter.** You must enter by posting to X (formerly known as Twitter) or Instagram with the hashtag "#MyDerbyMemory" during the Contest Period.

ONLY ONE ENTRY PER NATURAL PERSON IS ALLOWED DURING THE CONTEST PERIOD. Valid entries must be submitted via the method described above. All entries must be received during the Contest Period. Any attempt by an entrant to obtain more than the allowable entry by using multiple/different e-mail addresses, identities or any other online methods will void all of that entrant's entries.

Sponsor reserves the right to verify eligibility of all entrants. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

Sponsor and its affiliated entities are not responsible for lost, late, or misdirected entries, for technical, hardware or software failures of any kind, for lost or unavailable network connections, or for failed, incomplete, garbled or delayed computer transmissions or any human error which may occur in the receipt or processing of the entries. Proof of entering information at website does not constitute proof of delivery or receipt. Sponsor reserves the right to modify the scheduling of the Contest without prior notification. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Contest is prohibited and may result in the disqualification of entries and/or the entrant. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the e-mail account is registered on the date the entry is submitted. All entries become the sole property of Sponsor and will not be acknowledged or returned.

**Winner Selection and Notification.** Upon the conclusion of the Contest Period, Sponsor shall select ten (10) entries to be featured on its social media platforms and local media stations from February 11, 2024 – February 17, 2024. Sponsor may request photos and/or videos to accompany the entry on such platforms. Beginning on February 11, 2024, fans will be able to vote for their favorite through such social media platforms until February 23, 2024 (the "Voting Period"). On or about February 24, 2024, Sponsor or its designee, whose decisions are final and binding on all matters relating to the Contest, will select the potential winner based on votes cast during the voting period.

The potential winner will be notified by message to the social media account used in submission of the entry (the “**Prize Notification**”). The potential winner will have forty-eight (48) hours from the date and time of the Prize Notification to respond by confirming the potential winner’s acceptance of the prize in a reply message. If the potential winner does not respond to the Prize Notification within this time frame, he/she may be disqualified, and an alternate potential winner may be selected at Sponsor’s sole discretion. If the Prize Notification cannot be delivered or is returned as undeliverable, the potential winner forfeits the prize. In the event that the potential winner does not comply with these Official Rules or is otherwise disqualified for any reason, Sponsor may award the prize, at its sole discretion, to an alternate potential winner selected at random from among the other eligible entrants. The potential winner who receives the prize is known as the winner (“**Winner**”).

**Verification of Potential Winners.** ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL PARTICIPANT’S ELIGIBILITY HAS BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

**Prize.** Subject to these Official Rules, one (1) grand prize winner will receive the following prize (approximate retail value (“**ARV**”) \$14,500):

- 2 tickets to 2024 Kentucky Derby® on May 4, 2024.
- 2 tickets to 2024 Kentucky Oaks® on May 3, 2024.
- \$5,000 (awarded in the form of a check or wire transfer, payable to winner), which may be used towards transportation and/or other activities at the event. Winner is responsible for making their own flight accommodations and ground transportation arrangements, including all necessary identification and/or travel documents (e.g., a valid U.S. passport) required for travel.
- A two (2) night stay at Derby City Gaming & Hotel or other similar hotel accommodations.

The value of the prize represents Sponsor’s good faith determination of the ARV thereof and cannot be challenged or appealed. In the event the ARV of the prize (or prize component) is more than the actual retail value of the prize (or prize component), the difference will not be awarded in cash or otherwise.

The prize is awarded “as is” with no warranty or guarantee, either express or implied, by Sponsor. Winner may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute the prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided.

Any failure to comply with these Official Rules will result in disqualification of the selected winner and forfeiture of the prize. Sponsor is not required to award elsewhere any prizes forfeited by the chosen winner. Sponsor is not responsible for any late, lost, stolen, damaged, delayed, or undelivered prizes.

If the Winner forfeits the prize, such forfeiture will serve as complete fulfillment of any obligation by Sponsor under these Official Rules, and no additional compensation will be awarded to the Winner. The Winner is solely responsible for all costs, incidentals, and any other expenses not specifically mentioned as being included. No substitution, transfer, or cash equivalent for the prize (or prize component) is permitted. All federal, state, local or other taxes are the sole responsibility of the Winner. The Winner will receive an IRS Form 1099-MISC from Sponsor for the total ARV of the prize (stated herein). THE PRIZE IS AWARDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSES). ACCEPTANCE, PARTICIPATION IN AND/OR USE OF THE PRIZE ARE AT THE WINNERS’ SOLE RISK, AND SPONSOR IS NOT RESPONSIBLE FOR DAMAGES WHATSOEVER, INCLUDING SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE AND/OR MISUSE OF THE PRIZE. SPONSOR RESERVES THE RIGHT TO VERIFY ELIGIBILITY OF THE WINNER. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied

warranties, so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

In the event Winner and/or Guest engages in behavior that (as determined by Sponsor) is obnoxious or threatening, illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the prize early, and send Winner and/or Guest home with no further obligations or compensation whatsoever to Winner and/or Guest (which may, in Sponsor's discretion, result in such winner's disqualification from the Contest and forfeiture of the prize. In the event Winner or Guest engages in behavior that (as determined by Sponsor) is illegal, tortious, or subjects winner or Guest to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Winner or Guest as a result of such conduct. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF PRIZE WINNER'S OR GUEST'S ACCEPTANCE OR USE OF THE PRIZE.

**Rights of Publicity.** You agree that, by entering the Contest, Sponsor and its affiliates (including CDI) may use, display, publish, or broadcast, the winner's name, image, or likeness in any manner and in any medium for its promotional and advertising purposes, including, without limitation, on its social media channels, in advertising, and otherwise as set forth herein, without additional compensation, notification, or permission, including posting in a winner's list, except where prohibited by law. Without limiting the generality of the foregoing sentence, you further agree that entries will be displayed (a) as set forth in the "Winner Selection and Notification" section of these Rules, and (b) on [www.derby150.com](http://www.derby150.com).

**Termination of Contest; Changes to Official Rules.** Sponsor may modify or cancel the Contest or these Official Rules at any time without prior notice for any reason whatsoever. Without limiting the foregoing, (a) if for any reason the Contest is not capable of running as originally planned, Sponsor may terminate the Contest; (b) Sponsor will not be liable for failure, delay, or termination in the Contest because of causes beyond its reasonable control; and (c) Sponsor may modify the Contest Period depending on the available supply of prizes.

**Release.** Sponsor, its promotional partners, any third-party administrator, and any other entities involved in any aspect of the Contest, and their affiliates (including CDI), officers, directors, employees, representatives, and agents (collectively, the "Released Parties") are not responsible for and do not assume any liability for, and you agree to release and will hold them harmless from and against any and all liability, loss, injury, or damage to property or person, including death, rights, claims, and actions, and reasonable attorney's fees and court costs, of any kind (collectively, "Losses") arising in whole or in part, directly or indirectly, from: (a) the administration of the Contest, including any modification or termination of the Contest, the selection or confirmation of winners or awarding of prizes, and any errors, omissions, or inaccuracies in connection with the foregoing or in any Contest-related materials; (b) the acceptance, possession, use, or misuse of a prize (or any product purchased with a prize) or participation in the Contest; (c) any lost, misdirected, late, or incomplete entries or for inaccurate entry information; (d) any operation or transmission error, failure of electronic communications, theft, unauthorized access to, or alteration of, entries; (e) any damage to any computer or device resulting from accessing or downloading Contest materials or otherwise participating in the Contest; (f) the security or privacy of information transmitted via computer networks, including any breaches of privacy due to interference by a third party, including third-party computer "hackers" or otherwise; or (g) any failure by you to make any disclosures in any social media post or activity in connection with the Contest as required by these Official Rules or Applicable Law. Sponsor may disqualify any individual found to be: (x) tampering with the Contest; (y) violating these Official Rules; or (z) acting in an unsportsmanlike or disruptive manner or with intent to threaten or harass any person, and each of the foregoing will be deemed a breach of these Official Rules. Incomplete, robotic, automatic, programmed, or similar entries will be disqualified. The authorized subscriber of the account used to enter the Contest at the actual time of

entry will be deemed to be the participant and must comply with these Official Rules in the event of a dispute as to entries submitted by multiple users having the same e-mail or social media account.

**Limitation of Liability.** Without limiting the foregoing or any other provision herein, the Released Parties' total liability for any and all claims, judgements, and awards against the Released Parties shall not exceed the total out-of-pocket expenses incurred by you to enter the Contest. In no event shall the Released Parties be liable for any attorneys' fees, punitive, indirect, incidental, special, and consequential damages.

**Sponsor's Decisions are Final.** You agree that Sponsor's decisions related to any Contest and any distribution of prizes are final.

**Force Majeure.** In the event Sponsor is prevented from awarding prizes or the Contest, in whole or in part, as contemplated herein by any event beyond its control, including but not limited to severe inclement weather, fire, flood, natural or man-made epidemic or pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then, subject to any governmental approval that may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. Only the type and quantity of prizes described in these Official Rules will be awarded. PLEASE NOTE THAT A HIGH VOLUME OF ENTRIES, OR TECHNICAL DIFFICULTIES WITH THE SYSTEM OR INTERNET, MAY RESULT IN TEMPORARY INABILITY TO ENTER THE CONTEST OR A DELAY IN THE PROCESSING OF ENTRIES SUCH THAT YOUR ENTRY IS NOT RECEIVED IN TIME TO PARTICIPATE. SPONSOR IS NOT RESPONSIBLE OR LIABLE SHOULD ANY ENTRY NOT BE RECEIVED DUE TO SUCH DELAYS.

**Choice of Law; Jurisdiction; Equitable Relief.** This contest is void wherever prohibited or restricted by Applicable Law and is subject to all Applicable Laws. This Contest is governed by the laws of Kentucky. You hereby consent to the exclusive jurisdiction and venue of the federal and state courts of the state of Kentucky for resolution of all claims, differences, and disputes the parties may have regarding this Agreement.

**Privacy Notice:** All information submitted in connection with the Contest will be used and treated in accordance with these Official Rules and CDI's Privacy Policy.

You agree that personal information shared in connection with Contest may be (i) processed, shared, and otherwise used for the purposes of administering and within the context of the Contest; and (ii) used by the Sponsor to verify your identity or your eligibility to participate in the Contest. You acknowledge that Sponsor may be required to disclose the winner's address to regulatory authorities, and you agree to any such disclosure.

**Winner's List; Rules Request.** For a list of winners or a complete copy of these Official Rules, contact Churchill Downs Racetrack, LLC, 700 Central Avenue, Louisville, Kentucky 40208.

**Additional Terms.** If any term or provision of these Official Rules is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Official Rules or invalidate or render unenforceable such term or provision in any other jurisdiction. If any term of these Official Rules is held to be excessively broad or invalid, illegal, or unenforceable in any jurisdiction, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by Applicable Law in conformance with its original intent.

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