

OFFICIAL RULES of the Grayson-Jockey Club Research Foundation and Palomino Horse Breeders of America Golden Horse Challenge Sweepstakes (the "Sweepstakes")

**NO PURCHASE IS NECESSARY TO ENTER OR WIN.** ENTRY INTO THIS SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. VOID WHERE PROHIBITED BY LAW.

This document sets forth the official rules ("Official Rules") of the Grayson-Jockey Club Research Foundation and Palomino Horse Breeders of America Golden Horse Challenge Sweepstakes. By entering the Sweepstakes as set forth below, you accept and agree to be bound by these Official Rules and the decisions of Grayson-Jockey Club Research Foundation ("Sponsor"), which shall be final, binding and conclusive on all matters.

Sponsor will be collecting personal data about participants when they register and enter the Sweepstakes. Any use of your data will comply with the terms of the respective Sponsor's privacy policies (depending upon which of the Sponsor is holding your data, both having the ability to do so) located at: <https://www.grayson-jockeyclub.org/default.asp?section=2&area=PRIVACY&menu=1>

TERM: Registration for the Sweepstakes opens at 12:01 p.m. Eastern Time (ET) on March 1, 2019 and closes at 11:59:59 p.m. (ET) ("Drawing Deadline") on August 31, 2019 (the "Term").

ELIGIBILITY: The Sweepstakes is open to individuals who are 21 years of age and older and a legal residents of the United States (including the District of Columbia). The following persons are not eligible to participate: Employees, suppliers, officers and directors, affiliates and subsidiaries and advertising, promotion, and legal advisors as well as the immediate family and household members of any of Sponsor, The Jockey Club or any of their affiliates. Additional restrictions also apply. Void where prohibited or restricted by law.

ENTRY: During the Term (as defined above) you enter, you may either:

(a) Make a donation\* in any amount to Grayson-Jockey Club Research Foundation at the following webpage: <https://www.grayson-jockeyclub.org/default.asp?section=2&area=EVENTS&menu=1> ("Webpage"). Be sure to follow the instructions on the Webpage, provide all required information, and complete your donation before the Drawing Deadline. Entrants must provide their full name and a valid e-mail address ("Webpage Entry"); **OR**

(b) Send an email **from your own email account** containing your name and home address to [contactus@grayson-jockeyclub.com](mailto:contactus@grayson-jockeyclub.com) ("Email Entry").

**\*WHILE MONETARY CONTRIBUTIONS TO GRAYSON-JOCKEY CLUB RESEARCH FOUNDATION ARE TAX-DEDUCTIBLE, IN THE EVENT YOU RECEIVE A PRIZE**

**THROUGH THE SWEEPSTAKES YOU MAY HAVE TAX OBLIGATIONS. PLEASE CONSULT YOUR TAX AND FINANCIAL ADVISORS.**

LIMIT: ONE (1) ENTRY PER PERSON; IN THE EVENT THAT A PERSON'S NAME IS ENTERED MULTIPLE TIMES, only the initial entry (and none of the subsequent entries) will be included in the Sweepstakes. For clarity, in the event that a person has entered into the Sweepstakes multiple times, that person's name will only be included in the Official Drawing one time.

All entries become the property of Sponsor and will not be returned or acknowledged (except to the extent required by tax authorities).

**In order for an Email Entry to be valid, the person identified in the email must be the Authorized Account Holder of the email address through which the Email Entry is made at the time of entry.** "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. A selected entrant may be required to provide Sponsors with proof that he/she is the authorized account holder of the email address associated with the selected entry.

Based upon Sponsor's time clock, your single Sweepstakes entry will be determined by Sponsor to have been/not been received by the Drawing Deadline. Entries received after the Drawing Deadline will be void. Entries submitted by email to the above-referenced address are only valid so long as they include the submitter's email address and home address. Sponsor is not responsible for lost, late, misdirected, mutilated, incomplete, or illegible entries, or for any computer-related, online, telephonic, or technical malfunctions that may occur. Entries are void if they are in whole or in part illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error, forged, mechanically reproduced, or obtained through fraud or theft. By entering, you agree to be bound by these Official Rules.

SELECTION OF THE WINNERS: The potential Sweepstakes winners will be determined by random drawing on September 1, 2019 on or about 12:00 p.m. ET. Provided that a person selected as a potential winner has made a valid entry pursuant to these Official Rules, that person selected as the potential winner will be notified by email on or about September 1, 2019 via the e-mail address provided upon their entry. Each potential winner will have forty-eight (48) hours from the sending of the email notification to claim their prize. Only one prize may be won per person. No prize transfer, assignment, or substitution by winner permitted. Sponsor may substitute the prize or any component thereof for another prize (or component, as the case may be) of equal or greater value. All federal, state, and local taxes, fees, and surcharges on prizes are the sole responsibility of winner. Sponsor is not responsible and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify potential winner. Each potential winner (and each potential winner's guest (for prizes awarded to a winner and guest)) will be required to complete, sign and

return to Sponsor documents of Sponsor's choosing including, without limitation, tax documents, an affidavit of eligibility, and a release of liability, among others. With regard to the prizes awarded in connection with this Sweepstakes, if (a) a contacted potential winner is deemed ineligible or (b) a contacted potential winner does not contact the Sponsor within 48 hours from the time that Sponsor sends notification that the potential winner is a potential winner or (c) a contacted potential winner (an/or the potential winner's guest (for prizes awarded to a winner and guest) does not complete all of the documentation required by Sponsor, another potential winner will be randomly selected for the relevant prize. For the avoidance of doubt, no person will be able to utilize or enjoy the benefits of a prize unless such person completes (to Sponsor's satisfaction) and returns to Sponsor all of the documents required by Sponsor.

#### PRIZES:

Subject to the limitations set forth in these Official Rules, the winners of the Sweepstakes will be awarded the following prizes:

- One (1) winner will win a "Bluegrass Experience" that includes: Six (6) box seats at Keeneland Racecourse, Lexington, KY on a date of Sponsor's choosing during the Keeneland Racecourse 2019 fall meet; Six (6) tickets to a tour of a Kentucky horse farm of Sponsor's choosing, to be conducted on or about the day of the aforementioned day of racing at Keeneland Racecourse; and six (6) tickets to a tour of a Kentucky bourbon distillery of Sponsor's choosing, to be conducted on or about the day of the aforementioned day of racing at Keeneland Racecourse. Estimated Prize Value = \$870.00.
- Two winners will each win:
  - Two (2) grandstand tickets to Breeders' Cup racing at Santa Anita Park on Friday, November 1, 2019. Estimated Prize Value = \$90.00; and
  - Two (2) grandstand tickets to Breeders' Cup racing at Santa Anita Park on Saturday, November 2, 2019. Estimated Prize Value = \$140.00.
- One (1) winner will win a Framed Print by Robert Clark. Estimated Prize Value = \$50.00.
- One (1) winner will win a stallion halter from a stallion standing at a farm of Grayson's choosing. Estimated Prize Value = \$94.00.
- One (1) winner will win a "Grayson Swag Bag" which includes the following Sponsor-related items: one (1) hat, one (1) pen, one (1) "koozie," and one (1)

copy of *The Jockey Club's Illustrated History of Thoroughbred Racing in America, A Brush with Greatness*. Estimated Prize Value: \$100.00

Estimated total value of all prizes: \$2,034

Each winner (and in the case where a winner's guest receives a prize) is responsible for any and all taxes, delivery fees, and/or costs related to the processing, maintenance, set up, use and/or receipt of their prize (by themselves and any guest). Sponsor reserves the right to substitute a prize or an aggregation of prizes of equal or greater value. Odds of winning depend on the number of eligible entries received. If a winner is a subject to the U.S. tax law (U.S. citizen or U.S. resident), he or she must complete and submit to Sponsor IRS form W-9 prior to receiving the prize.

If any potential winner declines the prize, fails to claim the prize, fails to submit the required information, is unavailable for prize fulfillment, fails to abide by the Official Rules, or is ineligible, Sponsor may select an alternate winner from all remaining eligible entries received for the Sweepstakes. If any prize or prize notification is returned as undeliverable, that prize is forfeited and Sponsor may select an alternate winner from all remaining eligible entries received for the Sweepstakes.

The receipt by a winner of a prize identified above is conditioned under the compliance with these Official Rules and with any and all applicable federal and state laws and regulations. Any violation of these official rules by any winner (at the Sponsor's sole discretion) will result in such winner's disqualification as winner and the sweepstakes and all privileges as winner will be immediately terminated.

**USE OF NAME.** By entering into the Sweepstakes, you agree that Sponsor may make public and use your name and address without further consideration (a) on the Webpage and (b) in any media now known or hereafter developed for promotional and/or publicity purposes, unless expressly prohibited by law. Acceptance of a prize constitutes deemed permission for Sponsor to make public and otherwise use winner's name, voice, picture, likeness, opinions, biographical information, city and state of residence, and submitted work without further compensation in any media now known or hereafter developed for promotional and/or publicity purposes, unless expressly prohibited by law. Each winner also agrees to participate in and cooperate with any promotional activity and/or publicity relating to the Contest, as Sponsor may reasonably request from time to time.

**LIMITATION OF LIABILITY:**

By participating, you hereby agree to release Sponsor, the Palomino Horse Breeders of America, and their respective affiliates, parents, and subsidiary companies; their employees, agents, and officers; and their advertising and promotion agencies, as well as all others associated with the development and execution of this Sweepstakes, from and against any and all liability with respect to or in any way arising from the Sweepstakes and the awarding and use of the prize.

IN NO EVENT WILL SPONSOR, THE PALOMINO HORSE BREEDERS OF AMERICA, THEIR RESPECTIVE LICENSEES AND/OR THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES AND/OR RELATED COMPANIES, THEIR RESPECTIVE ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THE SWEEPSTAKES, ACCESS TO, PROVISION OF OR USE OF THE PRIZE. EVERYTHING PROVIDED BY SPONSOR IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TIMELINESS, ACCURACY OR NONINFRINGEMENT.

Sponsor shall not be responsible for any incorrect or inaccurate registration information, human error, technical malfunction, failures, omissions, interruptions, deletions, or defects of any electronic or telephone network, computer online system, computer equipment, servers, access providers, or software, including any injury or damage to participants' or any other persons' computers relating to or resulting from participation in this Sweepstakes; inability to successfully transmit your entry; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entry submissions that are processed late or incorrectly or are incomplete, garbled, or lost due to computer or electronic malfunction or traffic congestion on the Internet or any website. Proof of entering information and submission is not considered proof of delivery or receipt. The submission of entries online within the allotted time shall be the sole responsibility of the registrant; Sponsor is not responsible for lost, unopenable, misdirected, or late entries, failure to deliver or delays in delivery. All entries become the sole property of the Sponsor and will not be returned or acknowledged.

If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto. You further represent and warrant that your actions do not violate your employer's or company's policies and procedures.

**DISPUTES:** As a condition of participating in the Sweepstakes, you agree that any and all disputes which cannot be resolved between you and Sponsor, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually, without resort to any form of class action. Such disputes shall be resolved before a state or federal court located in Lexington, Kentucky which court shall apply the laws of the Commonwealth of Kentucky without regard for principles of conflicts of law. Your registration for the Sweepstakes signifies your consent to the exclusive jurisdiction of the state and federal courts located in Lexington, Kentucky. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys'

fees, other than your actual out-of-pocket expenses (i.e., costs associated with entering the Sweepstakes), and you further waive all rights to have damages multiplied or increased. In addition, in connection with any such dispute you waive your right to a jury trial.

#### MISCELLANEOUS.

(a) Sponsor reserves the right at its sole and absolute discretion (i) to cancel, terminate, modify or suspend the Sweepstakes; and/or (ii) to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Webpage. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning the prize if, in its sole and absolute discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants, Sponsor or users of the Sponsor service. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent of the law.

(b) Nothing contained in these Official Rules or on the Sponsor website shall be construed to place the entrant and Sponsor or any other person or entity in the relationship of partners or joint venturers.

(c) No waiver, modification or cancellation of any term or condition of these Official Rules shall be effective unless expressly stated in a writing executed by Sponsor.

WINNER LISTING. To receive the name of the winning entrant, send a self-addressed, stamped envelope to "Grayson-Jockey Club Research Foundation and Palomino Horse Breeders of America Golden Horse Challenge Sweepstakes", to Director of Development, Grayson-Jockey Club Research Foundation, 821 Corporate Drive, Lexington, KY 40503 and a notification identifying the winners will be sent to you.