

## Thurby Classic Sweepstakes

### Prize Details

Enter for your chance to win tickets for a box of six (6) seats to the 146th Kentucky Oaks® and the 146th Kentucky Derby®

### Prize Eligibility

This game is open only to legal residents of the fifty (50) United States, District of Columbia.

Sweepstakes Begins: September 1<sup>st</sup>, 2020 @ 11:00 a.m. (EDT)

Sweepstakes Ends: September 1<sup>st</sup>, 2020 @ 3:55 p.m. (EDT)

Must be present to win.

### Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. Open to legal residents of the 50 United States, District of Columbia, 18 or older. Sweepstakes (excluding Florida, New York and Rhode Island residents) begins on September 1<sup>st</sup>, @ 11:00 a.m. (EDT) and ends on September 1<sup>st</sup>, 2020 @ 3:55 p.m. (EDT). The Sponsor's clock is the official timekeeper of this Sweepstakes. Odds of winning depend on number of eligible entries received and being paired with the winning horse of Race 10 on September 1<sup>st</sup>, 2020 ("Race 10"). Subject to full Official Rules. Void where prohibited or restricted.

Eligibility: The 2020 Thurby® Classic Sweepstakes is open to individuals who are legal residents of the United States or the District of Columbia (excluding Florida, New York and Rhode Island residents) and are age 18 or older. ONLY ONE ENTRY PER PERSON.

Employees of Churchill Downs Racetrack® (the "Sponsor"), its parents, subsidiaries, and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not), are not eligible to participate or win.

**How To Enter by Cell Phone:** If you have a text messaging capable cell phone from a participating carrier, you may enter the Sweepstakes by sending a text message containing the word "THURBY]" to the short code (47-693) as indicated in the advertisement made by Sponsor during the Sweepstakes Period. Standard text messaging rates apply to the entry and all other text message entries sent and received in connection with the Sweepstakes. This charge will be billed according to the plan you have with your carrier, contact your carrier for more details. If entering by text, you agree to receive 2 text message replies from Churchill Downs Racetrack®. You will receive a response text message to confirm your entry by entering your email address by text message. Non-responses to the confirmation request will be voided and the original text will be disqualified. You will also receive a response inquiring if you would like further information from Churchill Downs Racetrack®. A non-response will default to a "no" or opt-out for future communications. Entrants must reply to the confirmation text message with their email address to be confirmed in the contest.

**Free Method of Entry Online:** To enter the Sweepstakes without using a text messaging capable cell phone, visit the Customer Service Counter near the Paddock.

After Race 6 on September 1<sup>st</sup>, 2020 one entrant will be randomly selected for each horse in Race 10. This will be based on the number of horses prepared to run in Race 10 as of 3:55 p.m. (EDT) on September 1<sup>st</sup>, 2020. The entrant whose horse wins Race 10 will win the Prize. If there is a dead-heat in Race 10, all winners will share the prize evenly (i.e., 3 seats each for a two-horse dead-heat, 2 seats each for a three-horse dead-heat, etc.)

Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different phone numbers or email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. Each potential winner may be required to show proof of being the authorized account holder.

This Sweepstakes is governed by U.S. law and subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

**PRIZE:**

ONE (1) WINNER will receive tickets for one box of six (6) seats to the 146th Kentucky Oaks® and the 146th Kentucky Derby® (Approximate Retail Value: \$3,684.00)

**Selection and Notification:** Sponsor's decisions are final on matters relating to this Sweepstakes. Selected entrants will be notified of their selection by phone. If an entrant cannot be reached after three (3) attempts, an alternate entrant will be selected. The selected entrants will meet at the guest services booth at near the Paddock at 5:15 p.m. (EDT). If any entrants are not present by 5:20 p.m. an alternate entrant will be selected. Once all selected entrants are gathered, each person, in order of selection, will randomly draw a horse that is running in Race 10 and entrant will be paired with that horse. If an entrant is paired with a horse that is scratched after 3:55 p.m. (EDT), that entrant's entry is void. All selected entrants will watch Race 10 together trackside. The prize winner will be notified on-site as soon as Race 10 results are official.

If Race 10 is cancelled for any reason, one (1) entrant will be randomly selected to win the Prize. Winner will be notified by phone. At the sole discretion of Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from the potential winner's failure to respond to notification within one (1) hour after its transmission.

General: Sponsor will not be responsible for late, lost, illegible, incomplete, damaged or misdirected entries and accepts no responsibility for any injury, loss or damage of any kind resulting from an entrant's participation in the Promotion. By entering the Promotion, each entrant agrees to these Official Rules and waives, and releases Sponsor and Sponsor's parents, subsidiaries, and affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each, from, all claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Promotion or delivery, misdelivery, acceptance, possession, use of or inability to use the prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

The Sponsor reserves the right to verify eligibility qualifications of any winner. The value of each prize represents the Sponsor's good faith determination of the maximum retail value thereof. For Form 1099 reporting purposes, each winner shall be bound by such good faith determination. By entering, entrants agree to comply with these Official Rules, including all eligibility requirements. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.

**Force Majeure:** In the event Sponsor is prevented from awarding prizes, or continuing with a race or the Sweepstakes, 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 of health of other means, 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 BY SMS (TEXT MESSAGING), OR TECHNICAL DIFFICULTIES WITH THE SYSTEM, MAY RESULT IN TEMPORARY INABILITY TO ENTER THE SWEEPSTAKES 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.

Sponsor: Churchill Downs Racetrack®, 700 Central Avenue, Louisville, Kentucky 40208, phone 502-636-4400

NO PURCHASE IS NECESSARY.

By entering, entrants agree to be bound by these Official Rules including all eligibility requirements. Sponsor's use of information submitted by entrants in connection with this Sweepstakes will be subject to the terms and conditions stated in these Official Rules as well as

to the Sponsor's Privacy Policy available at [http://www.churchilldownsincorporated.com/our\\_company/privacy\\_policy.html](http://www.churchilldownsincorporated.com/our_company/privacy_policy.html).

By accepting a prize, winner consents to the use of his/her name, image, likeness, photograph, voice and biographical material and entry submission for advertising, publicity and promotional purposes by Sponsor, or a party designated by Sponsor, in any and all media now or hereafter known including but not limited to, any online announcements, or for sharing this information with the press for viewing, whether TV or print, throughout the world in perpetuity, without additional compensation, notification or permission, except where prohibited by law. Entrants agree that the conditions of submission set forth in these Official Rules, and all documents and agreements incorporated in these Official Rules by reference, solely govern the relationship between entrants and Sponsor in connection with this Sweepstakes. Entrants agree to waive any right to claim ambiguity in these Official Rules. Entrants agree that any and all disputes shall be governed by the laws of the State of Kentucky.

### **Arbitration**

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY BECAUSE IT AFFECTS YOUR LEGAL RIGHTS. THIS SECTION PROVIDES THAT, EXCEPT FOR THE SPECIFIC EXCEPTION STATED BELOW, ANY DISPUTE BETWEEN YOU AND CHURCHILL DOWNS® MUST BE RESOLVED BY BINDING ARBITRATION THAT REPLACES THE RIGHT TO GO TO COURT BEFORE A JUDGE OR A JURY, AND MAY LIMIT YOUR RIGHTS TO DISCOVERY OR TO APPEAL. IT FURTHER PROVIDES THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. Churchill Downs® may, without your consent, elect mandatory binding arbitration of any claim, dispute or controversy raised by you against Churchill Downs® arising from or related to your participation in the Sweepstakes (the "Claim" or "Claims"). All Claims are subject to arbitration, no matter what theory they are based on or what remedy they seek, whether legal or equitable. If Churchill Downs® elects arbitration, the arbitration will be conducted as an individual arbitration. Neither you nor Churchill Downs consent or agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties involved. This arbitration provision applies to and includes any Claims made and remedies sought as part of any class action, private attorney general action, or other representative action. By consenting to submit Claims to arbitration, you may be forfeiting its right to share in any class action awards, including class claims where a class has not yet been certified, even if the facts and circumstances upon which the Claims are based already occurred or existed. Either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA") must administer the arbitration. The arbitration organization that is selected will apply its rules, codes or procedures in effect at the time the arbitration is filed, unless any portion of those rules, codes, or procedures is inconsistent with any specific terms of this arbitration provision or this Sweepstakes, in which case the terms of this arbitration provision or this Sweepstakes will govern. These rules and procedures may limit the amount of discovery available to you. The arbitration shall be before a single arbitrator.

The arbitrator will apply applicable substantive law, including the applicable statute of limitations, and will honor claims or privilege recognized at law. The arbitrator will have the power to award to a party any damages provided for under applicable law, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court. All fees, including attorneys' fees will be allocated in accordance with the rules of the arbitration organization. The Federal Arbitration Act, and not state law, shall govern the arbitrability of all Claims between you and Churchill Downs®, including any and all claims or disputes concerning the validity, construction and performance of this arbitration provision. Any Claim or dispute as to the enforceability of this arbitration provision's restrictions on your right to participate in or pursue a class action or classwide arbitration shall be decided by a court and not an arbitrator, and shall be brought only in a United States District Court located in Louisville, Kentucky.

**Winner Announcement:** For a list of winners contact Churchill Downs Racetrack®, 700 Central Avenue, Louisville, Kentucky 40208. Churchill Downs, Kentucky Oaks and Kentucky Derby are registered trademarks of Churchill Downs Incorporated.

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