



## \$2 AND \$500 WAGER GIVEAWAY

### OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE IN THIS PROGRAM OR WIN ANY PRIZE. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID IN PUERTO RICO, THE US VIRGIN ISLANDS, GUAM, OUTSIDE THE UNITED STATES, AND WHERE PROHIBITED BY LAW. SUBJECT TO ALL FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES.

**Sponsor and Promotion Period.** The Maryland Jockey Club's \$2 and \$500 Wager Giveaway is on **Saturday, October 14**, ('Drawing Date'). The Sponsor of this Promotion is The Maryland Jockey Club of Baltimore City, Inc. ('Sponsor'). The Promotion Period begins September 1, 2023, 8:00 AM Eastern Time ("ET") and ends October 14, 2022, at 5:00 PM ET. Sponsor will have the sole discretion in determining the timeliness of any action or inaction related to this Promotion.

**ELIGIBILITY:** Open only to **legal U.S. residents who are at least 18 years of age** or the age of majority in their state of residence, whichever is older, as of date of entry. Employees of Sponsor, its respective parents, affiliates, and subsidiaries, and of all of the advertising agencies, promotion agencies, prize suppliers, and any other vendors providing services in connection with this Promotion (sometimes, hereafter, 'Giveaway') (collectively, the "Sponsor Affiliates") and the immediate family members (spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) and/or those living in the same household of any of the foregoing individuals are not eligible. By participating, entrants agree to be bound by the Official Rules, including entry requirements, and all decisions of Sponsor. All potential winners are subject to verification before any prize will be awarded.

For a copy of these Official Rules, print them from [the www.laurelpark.com](http://www.laurelpark.com) website.

**TO ENTER:** During the Promotion Period, any **Entrant** located within one of the states of the United States (hereafter sometimes 'participant' or 'entrant') can go to the Laurel Park website at [www.laurelpark.com/marylandmillion](http://www.laurelpark.com/marylandmillion) and complete the entry form for the Giveaway or can enter the Giveaway by going to Laurel Park, Route 198 & Racetrack Road, Laurel, MD ('Laurel Park') and completing an entry form, as may be available, on site. One entry per person. Any attempt by any participant to obtain more than the stated number of entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that participant's entries, and that participant may be disqualified at Sponsor's discretion. Multiple participants are not permitted to share the same email address. Entries are limited to one entry per person/email address/household. All entries become the property of Sponsor and will not be acknowledged or returned. Information provided is being disclosed to Sponsor. Incomplete entries will be disqualified. Multiple entries, including those by means of software-generated or other automated processes, will be disqualified. Only one prize per person, household, or email address allowed. Detection of said

automated entry will lead to such entries being disqualified in Sponsor's sole discretion. Only one registered account per entry. If multiple accounts are detected for a single entrant, the accounts will be voided, and the entries will be disqualified in Sponsor's sole discretion. In the event of a dispute as to any registration, the authorized account holder of the email address or account used to register will be deemed to be the registrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. By entering, each Entrant agrees that Sponsor reserves the right to use all information related to the Promotion, including information on entrants obtained through the Promotion for marketing purposes or any other purpose, unless prohibited by law. By entering, each entrant agrees that Sponsor reserves the right to contact entrants and all other individuals whose email address is submitted as part of this Promotion and Giveaway.

No mechanically reproduced entries of any kind permitted. Illegible and incomplete entries are disqualified. Sponsor is not responsible for interrupted, distorted, or incorrect information; lost, late, untimely, corrupted, or misdirected entries; or entries not received for any reason. Received entries become the property of Sponsor and will not be returned.

By entering, each entrant warrants and represents that his/her entry is original, has not been previously published or won any award, does not contain any material that would defame or otherwise violate or infringe upon the rights of any third party, including patents, copyrights, trademarks or rights of privacy or publicity, and will not violate any federal, state, or local laws or ordinances. Entrants further warrant and represent that they have secured the requisite consent from any third party referenced in their entries. Sponsor reserves the right in its sole and unfettered discretion to disqualify any entry that it believes contains obscene, offensive, or inappropriate content, that does not comply with these Official Rules or that is not consistent with the spirit or theme of the Promotion.

**WINNER SELECTION:** On the Drawing Date, Sponsor staff will randomly draw a total of one (1) entry from all eligible entries received and Sponsor will then announce the one (1) winning entry during that afternoon's horse races at Laurel Park. Odds of winning depend on the number of eligible entries received, up to the time of each drawing-on-Drawing Date. Entrants must check-in with Sponsor's representative on the Drawing Date, and the potential winner must be onsite at Laurel Park at the time and day their name is announced to confirm their identity and eligibility, and to then claim the prize. Potential winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements.

If a potential winner is not onsite at Laurel Park to claim the prize or is disqualified for any reason, Sponsor, in its sole discretion, may award the prize to another eligible entrant by random drawing. Sponsor's decisions are final and binding in all matters relating to this Promotion and Giveaway.

By participating in this Promotion, all Entrants acknowledge and agree that non-winning entries automatically opt into Sponsor's email database.

**WINNER NOTIFICATION AND RELEASES:** If a potential winner: (a) is not in compliance with these Official Rules, (b) does not meet the eligibility requirements, (c) declines the prize, or (d) does not sign and return required documents or provide required identification by deadlines established by Sponsor, he or she will be disqualified. Each potential winner may be required, in Sponsor's sole discretion, to complete and return an Affidavit of Eligibility & Liability/Publicity or a Declaration of Compliance and a scan or

photo of legal/authentic college ID before claiming the prize. All forms must be completed, and documentation submitted before any winning payment is issued.

THE POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION AND SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

**PRIZES and Prize Value:** A total of one (1) prize will be awarded. The total value of the prize available is \$500.

The individual Prize awarded will be issued as a wager voucher in the amount of \$500 made available directly to the winner designated, by Sponsor. All taxes or expenses, including, without limitation, sales tax, luxury tax and any other costs incurred in claiming or using any of the prizes, are the sole responsibility of the prize winner. Prize consists of only those items specifically listed as part of the prize. Sponsor reserves the right to substitute any prize with a prize of equal or greater value in its sole discretion. No substitution or transfer/assignment of prize by winner is permitted. Properly claimed prize(s) will be awarded, but under no circumstances will more than the advertised number of prizes be awarded. Entrants must check-in with Sponsor's representative on the Drawing Date, and potential winner must claim his or her prize at Laurel Park, Route 198 & Racetrack Road, Laurel, MD when the winner is announced.

Federal, state, and local taxes on Prize, if any, and any other costs, fees and expenses not listed above as specifically included as part of the prize are the sole responsibility of winner. An IRS form 1099 and other tax-related forms and documents may be issued by Sponsor if required by law. Prize cannot be substituted, assigned, or transferred; however, Sponsor reserves the right to make equivalent prize substitutions or redeemed for cash in its sole discretion. Sponsor will not replace any lost or stolen prizes or components of a prize(s). Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the promotion.

**PUBLICITY AND MARKETING:** Submission of an entry in the Promotion constitutes permission and consent to the Sponsor to use entrant's name, likeness, photograph, voice, opinions, and/or hometown and state, and any portion thereof for purposes of advertising and trade and promotional purposes, in any medium, in perpetuity, without further notice, approval, or compensation, unless prohibited by law.

**LIABILITY RELEASE & INDEMNIFICATION:** By entering this Promotion, you agree to release, discharge and hold harmless Sponsor, Sponsor Affiliates and their respective parents, affiliates, and subsidiaries and all of their directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, your participation in this Promotion (including, without limitation, any misrepresentation made by the entrant in connection with the Promotion; any non-compliance by the entrant with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to the entrant's involvement with the Promotion; any malfunction, error or other problem arising in connection with the collection, processing, or retention of entry information; or any typographical or other error in the printing, offering or announcement of any prize or winner), or any Promotion-related activities (including, without limitation, any event attended as part of a prize), and the acceptance and use, misuse, or possession of any prize awarded hereunder. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL

INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY ASPECT OF PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

**OTHER TERMS:** Sponsor is not responsible for any typographical or other error in the printing, the offering, or the announcement of any prize or in the administration of the Promotion, whether caused by computer, technical, or human error. Sponsor is not responsible for late, lost, damaged, incomplete, illegible, faulty, or incorrect transmissions, incorrect announcements of any kind, technical hardware, or software failures of any kind, lost or unavailable network or telephone connections, or failed, incomplete, garbled, or delayed computer transmission that may limit a user's ability to participate in the Promotion whether caused by computer, technical, or human error. Sponsor reserves the right to modify or terminate the Promotion or any portion of it for any reason, including but not limited to, if fraud, misconduct, or a technical failure destroys the integrity of the Promotion; or if a computer virus, bug, wireless failure, or other technical problem corrupts the administration, security, or proper administration of the Promotion as determined by Sponsor, in its sole discretion. If Sponsor terminates the Promotion prior to the Draw Date, the prize will not be awarded. Sponsor will announce the modification or termination on the Promotion (if possible) and on its website. Sponsor reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion. Sponsor reserves the right to disqualify any individual from further participation in the Promotion if Sponsor concludes, in its sole discretion, that such person: (a) has attempted to tamper with the entry process or other operation of the Promotion; (b) has failed to comply with or has attempted to circumvent these Official Rules; (c) has committed fraud or attempted to undermine the legitimate operation of the Promotion; or (d) has acted toward Sponsor, any Sponsor Affiliates, or any other entrant in an unfair, inequitable, annoying, threatening, disrupting, or harassing manner. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Any failure by Sponsor to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of the Official Rules and any marketing or entry materials used in connection with the Promotion, the terms of these Official Rules will govern.

**GOVERNING LAW & JURISDICTION:** EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Promotion will be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules or provisions (whether of Maryland or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Maryland. The state and federal courts located in Anne Arundel County, Maryland will be the exclusive forum for any dispute relating to these Official Rules and/or this Promotion. All participants and winner agree, by their participation in the Promotion, to submit to the personal jurisdiction of the state and federal courts in Anne Arundel County, Maryland and waive the right to contest jurisdiction.

**SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**WINNER LIST:** For the winner's name, available after the close of the Promotion Period, send a self-addressed, stamped envelope to: The Maryland Jockey Club, \$2 Wager Voucher Giveaway, P.O. Box 130, Laurel MD, 20725 before December 31, 2022. This promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook, Instagram, Twitter, YouTube, or any other social media platform. Sponsor shall not be liable for technical, pictorial, typographical, or editorial errors or omissions contained herein.

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