2018 NTRA

National Horseplayers Championship Tour

OFFICIAL RULES*

(As of January 16, 2018)

These are the Official Tour Rules ("Official Rules") for the 2018 NTRA National Horseplayers Championship Tour ("NHC Tour"). By signing up and paying the NHC Tour registration fee, participants ("Player") hereby agree to and acknowledge compliance with all Official Rules.

Noteworthy Changes from 2017:

- 1. Tour Members are eligible to participate in up to 12 "Members Only" Free-to-Play online contests offering a total of 25 berths to the 2019 NHC.
- 2. A special, separate Top 50 Leader Board will be maintained (in addition to the regular Leader Board), which will include only those players NOT already qualified for the NHC through an official NHC on-track or online contest. The top 50 Individual overall points leaders at year-end on that special Leader Board will automatically qualify into the 2019 NHC. Note that in the past using the old system (i.e., those in the 150 on the overall leaderboard who had not already qualified for the NHC) typically between 40 and 50 people qualified for the NHC via tour points.
- 3. A participant's top <u>seven</u> scores overall, accumulated between February 10, 2018 and January 12, 2019, will count toward the NHC Tour Overall Leader Board.
- 4. In the case of NHC member Free-to-Play online contests offering Tour Points, for scoring purposes only, Tour Points will be awarded based on the total number of Tour members competing in the tournament and will be capped at 1,000 entries, regardless of the actual number of entries in any individual Free-to-Play contest.
- 5. Participation points will be capped at 750 points for the First half-year Leader Board and 750 points for the Second half-year Leader Board. Participation points will be capped at 1,500 points for the 2017 overall Tour Leader Board regardless of the date on which they are accumulated.
- 6. Anyone found to have engaged in or attempted to engage in any act that the NTRA in its sole and absolute discretion deems to compromise the integrity of the NHC Tour or NHC will be subject to disqualification.

ELIGIBILITY

Tour Membership ("Membership") is <u>mandatory</u> when competing in <u>paid</u> entry Tournaments in order to be eligible to win a berth in the NTRA National Horseplayers Championship ("NHC") in 2019. The Tour Membership fee is \$50 per individual annually and is limited to one (1) membership per person. All Tour Members are required to provide their name, mailing address, e-mail address and phone number. <u>Tour Membership is good for the 2018 calendar year and all 2019 qualifying events to the 2019 NHC</u>. Tour Members are recognized as individual members of the NTRA and receive the following:

- Eligibility to compete for a berth at the February 2019 NHC;
- Eligibility to compete for \$400,000 in prize money awarded to Tour point leaders;
- Special offers and discounts from the NTRA and other NHC sponsors, including Equibase and STATS™ Race Lens;
- Eligibility to participate in up to 12 "Members Only" FREE online tourneys offering a total of 25 berths to the 2019 NHC;
- The top 50 Individual points leaders on the overall year-end Leader Board, who have not already qualified through an official NHC on-track or online contest, will automatically qualify into the 2019 NHC;
- The Tour points leader upon season's end will be eligible for a \$2 million bonus* should he or she win the 2019 NHC;
- Weekly e-newsletter featuring recaps of previously held tourneys, player profiles, schedules, links to upcoming Tournaments, etc.;
- Enrollment in NTRA Horseplayers' Coalition, which provides grass roots support and legislative advocacy in Washington, D.C.; and
- Individual membership in the NTRA, which includes eligibility to receive benefits and discounts from NTRA Advantage partners (e.g., Office Depot, Sherwin Williams, John Deere).

*The 2018 NHC Tour winner will be eligible for a \$2 million bonus if he/she wins the 2019 NHC. The bonus will be paid in the form of an annuity or lump sum payment and is subject to the terms and conditions set forth by the insurance carrier.

REGISTRATION

Individuals must register to become an official NHC Tour Member at the following link:

http://www.ntra.com/membership/

Each individual member must have his/her own e-mail address. No sharing of e-mail addresses is permitted. Name, mailing address, e-mail address and phone number are required.

Members must be at least twenty-one (21) years of age to compete in the NHC in Las Vegas. Members should check local tournament rules for eligibility and age requirements.

Upon registration, each NHC Tour Member will receive a Personal Identification Number (PIN). It is the NHC Tour Member's sole responsibility to notify Tournament officials that he or she is a Tour Member when entering and participating in an NTRA-sanctioned Horseplayers event offering Tour points and a berth in the NHC.

Individual Tour Members are responsible for entering their Personal Identification Number (PIN) at the time of tournament registration. Individuals who fail to enter their PIN at the time of registration and finish above the 90th percentile will have 48 hours after the conclusion of the tournament in question to notify the NTRA, otherwise, they may be declared ineligible to receive Tour points.

Officers and employees of the NTRA, STATS™ Race Lens, Racetrack Television Network and employees of Treasure Island are ineligible to participate in the NHC Tour or NHC, unless expressly authorized. Members of the NTRA Board of Directors and their immediate family members may participate in the NHC and NHC Tour

NTRA reserves the right to deny any person membership in the NHC Tour for any reason whatsoever in its sole and absolute discretion.

NHC TOUR FREE-TO-PLAY ONLINE TOURNAMENTS

All NHC <u>Tour</u> Members, unless expressly prohibited, will be eligible to play in as many as 12 officially sanctioned NHC Tour "Members Only" Free-to-Play Online Tournaments (i.e. no entry fee required beyond Tour membership) accessible on NTRA.com and/or through a designated tournament operating partner (e.g. HorsePlayers.com). There will be no entry fee for these Tournaments and a total of 25 berths into the NHC will be offered as prizes during the course of 2018. Tournament dates will be posted on the official NHC Tour schedule. <u>These "Members Only" Free-to-Play Online Tournaments are for 2018 NHC Tour members only</u>.

In the case of NHC member Free-to-Play online contests offering Tour Points, for scoring purposes only, Tour Points will be awarded based on the total number of Tour members competing in the tournament and will be capped at 1,000 entries,

The 2019 NHC will be held Friday, February 8 - Sunday, February 10.

TOUR EVENTS

The 2018 NHC Tour will begin on February 10, 2018 and conclude on January 12, 2019. The 2018 NHC Tour will consist of live onsite and live online contests approved by the NTRA and offering qualifying berths into the 2019 NHC.

Each contest offering NHC Tour points must offer a minimum of two (2) berths into the 2019 NHC and consist of a minimum of 25 individual participants. No Tour points will be awarded in contests consisting of fewer than 25 individuals. No venue (onsite or online) may host more than one qualifying Tournament per day unless otherwise approved in advance by the NTRA.

Each individual contest held online or onsite is governed by its own rules, state laws and regulations. The rules and contest dates must be approved by the NTRA, which will record points earned based on contest placings and participation in such qualifying contests (see Tour Scoring).

TOUR SCHEDULE AND SCORING

NHC Tour Points will be awarded only at contests that offer at least two qualifying berths into the NHC.

The NHC Tour season will be from February 10, 2018-January 12, 2019.

For scoring purposes, there will be three NHC Tour Leader Boards:

- NHC Tour First-Half Year Leader Board (February 10-July 29)
- NHC Tour Second-Half Year Leader Board (July 30-January 12, 2019)
- NHC Tour Overall Leader Board (February 10, 2018-January 12, 2019)

NTRA reserves the right to modify the Tour dates without claim for damages or recourse of any kind.

A participant's top four scores, accumulated from February 10 through July 29, will count toward the NHC Tour First-Half Year Leader Board. A participant's top four scores, accumulated from July 30 through January 12, 2019, will count toward the NHC Tour Second-Half Year Leader Board. A participant's top <u>seven</u> scores overall, accumulated between February 10, 2018 and January 12, 2019, will count toward the NHC Tour Overall Leader Board.

Importantly, one of the four scores posted to the First-Half Year Leader Board or Second-Half Year Leader Board must come from a live, onsite contest. Similarly, one of the seven scores posted on the Overall Leader Board at the end-of-year must come from a live, onsite Tournament. An individual who does not score any points in any onsite contests will receive a zero for his/her fourth half-year score and seventh year-end, overall score.

For example, during the first half-year, an individual with five online scores but no onsite scores will be credited for his or her top three scores. If an individual registers five online scores and one onsite score, then the top three online scores and the one onsite score will count toward Tour prize money, no matter what the onsite score.

NHC Tour First Half-Year & Second Half-Year Tour Prize Money and Full-Year Overall Tour Prize Money

NHC Tour First Half-Year Leader Board

The top five Tour Points leaders as of July 29, 2018 will each receive a \$10,000 Breeders' Cup Betting Challenge (BCBC) entry or \$10,000 if they have already qualified to the BCBC.

NHC Tour Second Half-Year Leader Board

For scoring purposes, the Second Half-Year Leader Board will begin with all NHC Tour member points totals reset to zero beginning July 30, 2018. The top five Tour Points leaders, with points accumulated between July 30 and January 12, 2019, will each receive a \$10,000 Breeders' Cup Betting Challenge (BCBC) entry or \$10,000 if they have already qualified to the BCBC.

NHC Tour Overall Leader Board

An additional \$285,000 will be paid out to overall, official Tour Points Leaders as of January 12, 2019 (see NHC Tour prize money breakdown).

Tour Points

A special, separate Top 50 Lader Board will be maintained (in addition to the regular Leader Board), which will include only those players NOT already qualified for the NHC through an official NHC on-track or online contest. The top 50 Individual overall points leaders at year-end on that special Top 50 Leader Board will automatically qualify into the 2019 NHC. Note that in the past using the old system (i.e., those in the 150 on the overall leaderboard who had not already qualified for the NHC) typically between 40 and 50 people qualified for the NHC via tour points.

The top 50 Individual points leaders on the overall year-end Leader Board, who have not already qualified through an official NHC on-track or online contest, will automatically qualify into the 2019 NHC.

Participation Points:

All individuals (not entries) participating in each qualifying Tournament will receive 50 points for participating in an online contest and 150 points for participating in an on-site contest.

Participation points will be capped at 750 points for the first half-year Leader Board and 750 points for the second half-year Leader Board.

Participation points will be capped at 1,500 points for the 2017 overall Tour Leader Board regardless of date when they are accumulated.

For example, if an individual earns 1,000 participation points during the first half-year and 500 participation points during the second half-year, only 750 points will count towards his or her first half-year score, however, he or she will earn 1,500 points towards their overall year-end score.

Tour Points:

Additional Tour points will be awarded and based on the number of entries participating in an NHC-sanctioned qualifier. Tour Points are earned by finishing above the 90th percentile in any NHC-sanctioned qualifying contest. For example, a contest with 50 entries will award points to the top five (5) scores; a contest with 250 entries will award points to the top 25 scores; a contest with 500 entries will award points to the top 50 scores.

In the case of NHC member Free-to-Play online contests offering Tour Points, for scoring purposes only, Tour Points will be awarded based on the total number of Tour members competing in the tournament and will be capped at 1,000 entries, regardless

of the actual number of entries in any individual contest. For example, if a free Tournament has 1,500 overall entries, but only 1,100 NHC Tour member entries, points will be awarded to the 100 top tour member scores (i.e. the contest will be scored similarly to any other NHC qualifier after all non-Tour members are excluded from the Leader Board).

For Tour scoring purposes, Tour points will be awarded based on the total number of *entries* in the contest but will be capped at a maximum of twice the total number of *individuals* entered. For example, a tournament with 100 individuals competing and 250 total entries will award Tour points based on 200 entries (i.e. capped at twice the number of individuals).

No Tour points will be awarded in contests with fewer than 25 individuals (not entries) entered. Refer to the <u>NHC Tour Points Calculator</u> to find out exactly how many points are awarded for any given contest size and type (online or onsite).

Individuals with more than one entry in a particular contest who finish above the 90th percentile with more than one entry will earn points ONLY for their highest finish. In the event this occurs, all other participants accumulating points shall retain their original points total for the contest. For example, in the event the same individual finishes fifth and seventh, respectively, in the same contest, only the individual's highest point total will receive Tour points. For purposes of tabulating Tour points, the individual finishing in eighth place (and all others receiving points) will <u>not</u> advance one position for scoring purposes.

In the event that an individual(s) finishes above the 90th percentile in a specific contest, and is subsequently disqualified, one or more eligible individuals in the succeeding spot(s) in the standings will move above the 90th percentile for purposes of recording Tour points.

In the case of contests offering multiple rounds of play leading to a final, the total number of points awarded at the final will be based on the total number of entries entered in the final round only (and also capped at a maximum of twice the total number of individuals competing in the final round).

NHC Tour Scoring System

Refer to the LeaderBoard calculator on NTRA.com.

QUALIFYING TO THE NHC

A player may qualify to the NHC twice, but only once in any single NHC qualifying contest. A player that qualifies via an onsite or online contest is <u>not</u> eligible to qualify a second time via his or her final standing on the NHC Tour Leader Board.

An individual who wins an NHC seat through Tour points or through a victory or high placing in a contest may compete to earn a second seat at any 'Last Chance/First Chance' Contest held onsite and at online qualifiers held after January 12, 2019 and prior to the 2019 NHC. None of the contests between January 13, 2019 and February 8, 2019 will award Tour points.

A participant who qualifies for the NHC accepts his or her berth(s) to the NHC at the time the qualifying contest is declared official, and he or she may not trade or transfer those berths for another berth (and prize) should he/she qualify to the NHC three or more times over the course of the Tour season. Should a player qualify a second time for the NHC, and should he or she have already received travel and hotel awards for the first qualification, the second qualification will receive a complimentary four night stay at the Treasure Island Las Vegas to be utilized at a time of the year other than during the NHC.

NHC seats have no cash value and may not be sold or transferred.

- TIEBREAKER

If, on January 13, 2019, two (2) or more NHC Tour Members are tied for first place in the point standings, the following tiebreaker will go into effect: The NHC Tour Member with the highest number of top ten (10) finishes over the course of the entire Tour year will be declared the winner. In the further event of a tie or for all other ties, prize money will be divided equally.

Local contest directors will be required to turn in official scores and a list of all contest participants following each Tournament.

*The 2018 NHC Tour winner will be eligible for a \$2 million bonus if he/she wins the 2019 NHC. The bonus will be paid in the form of an annuity or lump sum payment and is subject to the terms and conditions set forth by the insurance carrier.

Tour Members qualifying to the 2019 NHC based on Tour points or through winning a berth through one of the NHC Tour's NTRA-sanctioned "Members Only" Free-to-Play

online contests will receive an airfare reimbursement up to \$400 and complimentary host hotel room expenses for a minimum of four nights, excluding incidentals. No substitution(s) are permitted. Airfare reimbursement is for coach fare only (e.g., no upgrades, parking, baggage fees, wi-fi, shuttle) and must be submitted to the NTRA along with a W-9 and receipt(s) by February 4, 2019.

It is anticipated that the final NHC Tour results will be announced within seven (7) days of the completion of the 2018 Tour and that the cash prizes will be sent to the winners within two weeks of announcing the official NHC Tour results.

NHC Tour Members receive automatic enrollment in the Horseplayers' Coalition, which offers interested players an opportunity to support NTRA's ongoing efforts to advance federal tax and other legislative issues which have a direct impact on pari-mutuel customers and racetracks. A link on NTRA.com will include an explanation of such issues, suggested legislative and regulatory solutions, and details regarding how interested players can support NTRA's efforts on Capitol Hill and elsewhere.

NHC Tour Members receive automatic membership in NTRA Advantage and become eligible for discounts from brands that include John Deere, Sherwin-Williams and Office Depot, among others. For more information about NTRA Advantage, visit NTRAadvantage.com or call (866) 678-4289. NTRA Advantage partners are subject to change.

PRIZE MONEY

A total of \$400,000 in Tour Prize Money will be awarded in the following manner:

Overall 2018 Tour Leaders (\$285,000 total)

Position/2018 Payout

1	100000*
2	50000
3	25000
4	17500
5	10000
6	9000
7	8500
8	8000
9	7500
10	7000

11	6500
12	6000
13	5500
14	5000
15	4500
16	4000
17	3500
18	3000
19	2500
20	2000
	\$285,000

^{*}Tour winner also will receive an entry berth into the 2020 NHC.

First-half Tour Prize Money (\$50,000 total)

 $1^{st} - 5^{th}$ – The top five Tour Points leaders as of July 29, 2018 will each receive a \$10,000 Breeders' Cup Betting Challenge (BCBC) entry or \$10,000 if they already have qualified to the BCBC.

Total \$50,000

Second-half Tour Prize Money (\$50,000 total)

1st – 5th – The top five Tour Points leaders, based on points accumulated between July 30, 2018 and January 12, 2019 will each receive a \$10,000 Breeders' Cup Betting Challenge (BCBC) entry or \$10,000 if they already have qualified to the BCBC.

Total \$50,000

Tour Bonus (\$25,000)

The top 40 Tour points leaders, based on the 2018 Overall Tour Leader Board standings as of January 13, 2019, each are eligible to win a \$25,000 bonus at the NHC that will be awarded to the individual that finishes highest among those 40 individuals at the NHC (not the Consolation Tournament). The bonus is in addition to any other prize money won at the NHC. The winner of the bonus also will receive an entry into the 2019 NHC.

NHC Tour Rookie Award

Any first time NHC Tour member will be eligible for a \$5,000 bonus awarded to the "NHC Tour Rookie of the Year." The NHC Rookie of the Year will be the first-time Tour member who accumulates the highest number of NHC Tour points via all NHC qualifiers on-track. Individuals must ioin the 2018 NHC www.ntra.com/membership/ to be eligible for the bonus. In the event of a tie, the NHC Tour Rookie of the Year bonus winner(s) will be based on the individual who wins the most NHC qualifying tournaments between February 10, 2018 and January 12, 2019. In the further event of a tie, prize money will be divided equally among those tied. Additional prize money of \$10,000 will be awarded to 2nd-5th place (2nd-\$4,000, 3rd -\$3,000, 4th - \$2,000, 5th - \$1,000),

LEADER BOARD AND RESULTS

Standings, including the names of the NHC Tour Members and their total accumulated points, will be posted each week on NTRA.com and can be obtained by sending a self-addressed, stamped envelope to: ATTN: NTRA TOUR, NTRA, 401 West Main Street, Suite 222, Lexington, Kentucky 40507.

Tour Members must notify NTRA officials of any error in sanctioned qualifier standings within ten (10) days of an NTRA-sanctioned contest.

Failure to comply with any of the Official Rules shall result in disqualification from the NHC Tour at the sole and absolute discretion of the NTRA. All standings and results are unofficial, pending audit and verification. All winners may be required to sign an affidavit confirming compliance with the Official Rules.

In the event any potential prize winner is disqualified or determined not to be eligible, the NTRA, in its sole and absolute discretion, may award the prize in question, to the NHC Tour Member with the next highest point total, and each successively placed NHC Tour Member will be advanced in the final official NHC Tour standings accordingly.

- PARTICIPANT CONDUCT AND TOURNAMENT INTEGRITY

Anyone found by NTRA, in its sole and absolute discretion, to have (i) engaged in or attempted to engage in any act that NTRA deems to compromise or to call into question the competitive integrity of the Tour or NHC, (ii) tampered with or attempted to tamper with the Contest play of any Player, (iii) violated the Official Rules, (iv) acted in any unsportsmanlike manner or with the intent to annoy, abuse, threaten, coerce or harass any other Player, or (v) influenced or

attempted to influence the play of other Players, whether through potential bonuses, incentives or otherwise will be subject to sanctions imposed by NTRA that may include disqualification from the Contest, forfeiture of prizes, loss of the privilege to participate in future NHC tournaments, or any combination of sanctions.

GENERAL PROVISIONS

The NTRA shall not be responsible for any lost, interrupted, incomplete, inaccurate or incorrect capture of betting information or for computer, telephone, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, availability or jumbled transmissions, service provider accessibility or availability, or unauthorized human intervention.

NHC Tour Members are responsible for the payment of all local, state and/or federal taxes on monetary and other prizes won. NHC Tour members who are not United States citizens or Permanent Resident Aliens may be subject to federal withholding tax.

All trademarks used in connection with the NHC Tour and the promotion thereof are the property of their respective trademark owners.

By registering for the NHC Tour, and participating in Tour events, each Member expressly agrees to the use of his or her name, photograph, voice and likeness for the purpose of advertising and promotion in connection with the NHC Tour, the NHC and the NTRA, Treasure Island Casino and their respective partners and affiliates, without further compensation, except where prohibited.

By registering for the NHC Tour, and participating in NHC Tour events, each member agrees to release NTRA, Treasure Island Casino, and their respective partners and affiliates, as well as the directors, employees and agents of each, from any and all liability, loss or damage, including but not limited to any liability, loss or damage incurred as a result of the use, misuse or acceptance of the monetary or other prize.

The NTRA reserves the right to interpret all questions and conditions in regard to the NHC Tour and NHC, without claim for damages or recourse of any kind.

The validity, interpretation and performance of this Agreement shall be controlled and construed under the laws of the state of Kentucky. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority or mediator or arbitrator by reason of any party having or being deemed to have structured or dictated such provision.

All decisions as to the Official Rules and interpretations thereof are exclusively within

the sole and absolute discretion of the NTRA and may be changed from time-to-time without notice.

The NTRA reserves the right to cancel or modify the NHC Tour and/or the Official Rules without notice. In the event of inconsistency between these Official Rules and any other document provided in connection with the NHC Tour, the terms of these Official Rules shall be controlling.

PRIVACY POLICY

Information submitted on the Registration Form and any information provided in connection with the Tour will be retained by the NTRA and may be used for marketing, research or other commercial and noncommercial purposes. In addition, the NTRA and its partners and affiliates may send NHC Tour members e-mails, promotions or announcements unless the Member specifically requests that the NTRA not do so in the manner provided on the official NHC Tour online Registration Form.

- DISPUTE RESOLUTION

NTRA and NHC Tour Member (the "Parties") agree that any disputes arising out of or in connection with this NHC Tour that the Parties cannot resolve between themselves shall be addressed in the following manner:

Any dispute or question arising as to the interpretation of any clause of, or the rights and liabilities of the Parties under, in any manner relating to, this Agreement, if not resolved by mediation, shall be referred to binding arbitration before a single arbitrator in Lexington, Kentucky, or at another location as mutually agreed by the Parties, under the rules and procedures of the AAA relating to the selection of arbitrators for the determination of issues. This agreement to arbitrate is supported by adequate consideration, receipt of which is acknowledged. The decision of the arbitrator will be binding, final and conclusive on the parties, and judgment on the arbitrator's decision may be entered in any court having jurisdiction thereof. This agreement to arbitrate is binding upon the respective successors, heirs, legal representatives, assigns and transferees of the parties. The arbitrator, sua sponte or upon the written request of a Party, may issue written directions as to the scope and timetable for discovery. In the event that the arbitrator should determine that the matter(s) in dispute may be resolved by a review of a written record, and that a hearing is not necessary, each Party waives the right to a hearing. The arbitrator shall be charged to render a written opinion reciting the facts as determined and the applicable law as applied. The arbitrator may award injunctive and other equitable relief, as well as an award of monetary damages. No claim of fraud, duress or other basis for revocation of contract made with respect to the NHC Tour shall limit or preclude the enforcement of this agreement to arbitrate except as such fraud, duress or other basis for revocation shall arise with particularity to this agreement to arbitrate.

*NHC Tour rules are subject to change. Not valid where prohibited.