

**2022 NTRA
NATIONAL HORSEPLAYERS CHAMPIONSHIP
OFFICIAL TOUR RULES***

(As of January 10, 2022)

These are the Official Tour Rules ("Official Rules") for the 2022 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.

National Horseplayers Championship official rules will be published and posted prior to the Championship event in Las Vegas.

APPLE, INC. ("APPLE") IS NOT A SPONSOR OF THE NTRA NATIONAL HORSEPLAYERS CHAMPIONSHIP TOUR.

ELIGIBILITY

A valid Tour Membership ("Membership") is mandatory in order to be eligible to win a berth in the NTRA National Horseplayers Championship ("NHC") in 2022. Membership for the 2022 NHC Tour season must be paid prior to participating in a sanctioned NHC qualifier in order to be eligible to win a berth in the NHC in 2023. The Tour Membership fee is \$50.00 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. Tour Membership is good for the 2022 calendar year and all 2022 and 2023 qualifying events to the 2023 NHC.

Membership for the 2022 NHC Tour season must be paid prior to participating in an online or on-track NHC qualifier in order to be eligible to win a berth and participate in the 2022 NHC.

Proof of Vaccination / Negative Test: Participants and guests *may* be required to provide proof of vaccination status prior to attending and participating in the 2023 NHC. Alternatively, participants and guests may be required to show proof of a negative test result.

Tour Members are recognized as individual members of the NTRA and receive the following:

- Eligibility to compete for a berth at the January 2023 NHC;

- Eligibility to participate in “Members Only” FREE online tourneys offering at least 20 berths to the 2023 NHC;
- Eligibility to qualify to NHC based on Tour Points accumulated during the Tour Season. The top 75 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 2023 NHC;
- Eligibility to compete for \$345,000 in prize money awarded to Tour point leaders;
- Special offers and discounts from the NTRA and other NHC sponsors;
- The officially declared Tour points leader upon season’s end will be eligible for a \$5 million bonus* should he or she win the 2023 NHC;
- Weekly NHC Tour communications;
- 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, Big Ass Fans, John Deere).

*The 2022 NHC Tour winner will be eligible for a \$5 million bonus if he/she wins the 2023 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 at the following link prior to participating in an NHC qualifier to become an official NHC Tour Member to be eligible to win an NHC seat

<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 at 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 event offering Tour points and a berth in the NHC.

Officers and employees of the NTRA, Racetrack Television Network, and employees of Caesars Entertainment 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 membership will be auto-renewed on approximately January 9, 2023 unless Tour member contacts Holly Short at hshort@ntra.com in advance of the auto-renewal date.

NHC TOUR FREE-TO-PLAY ONLINE TOURNAMENTS

All NHC Tour Members, unless expressly prohibited, will be eligible to play in “Members Only” Free-to-Play Online Tournaments (i.e. no entry fee required beyond Tour membership) awarding up to a total of at least 20 NHC berths 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. Tournament dates will be posted on the official NHC Tour schedule. These Free-to-Play Online Tournaments are open to 2022 NHC Tour Members only. Tour Points will be awarded based on the total number of Tour members competing in the Free-to-Play contests and will be capped at 1,000 entries for Tour Points scoring purposes only. In “Members Only” Free-to-Play Online Tournaments with multiple rounds, Tour points will be based on the total number of entries, capped at 1,000 entries.

TOUR EVENTS

The 2022 NHC Tour will begin on January 27, 2022 and conclude on January 15, 2023, unless otherwise noted by the NTRA. The 2022 NHC Tour will consist of live onsite and online contests approved and officially sanctioned by the NTRA and offering qualifying berths into the 2023 NHC.

Each officially-sanctioned contest offering NHC Tour points must offer a minimum of two (2) berths into the NHC and consist of a minimum of 25 individual participants. No Tour points will be awarded in contests consisting of fewer than 25 individuals. There must be a 10:1 ratio to tournament entries and NHC berths awarded. For example, if a contest consists of 50 entries (not individuals), the maximum number of NHC berths to be awarded is five (5). 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

The NHC Tour season will begin on January 27, 2022 and conclude on January 15, 2023.

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

- NHC Tour First-Half Year Leader Board (January 27, 2022-July 31, 2022)
- NHC Tour Overall and Rookie Leader Boards (January 27, 2022-January 15, 2023)

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

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

Some or all online contests may not be available to individual Tour Members in some states due to restrictive state laws or regulations. A participant's top four scores, accumulated from January 27, 2022 through July 31, 2022, will count toward the NHC Tour first-half-year Leader Board points total. An individual's top four scores may come from either an online or on-track contest. For example, if an individual registers five online scores, the top four online scores will be recorded on the first-half-year Leader Board. A participant's top seven scores, accumulated from January 27, 2022 through January 15, 2023, will count toward the NHC Tour Overall Leader Board points total. An individual's top seven scores may come from either an online or on-track contest. For example, if an individual registers seven online scores, the top seven online scores will be recorded on the Overall Leader Board.

NHC Tour First Half-Year Leader Board

The top three Tour Points leaders as of July 31, 2022 will each receive a \$10,000 Breeders' Cup Betting Challenge (BCBC) entry or \$10,000 if they have already qualified to the BCBC. The BCBC entry may only be transferred to another individual after notifying the NTRA.

NHC Tour Overall Leader Board

An additional \$300,000 will be paid out to overall, official Tour Points Leaders as of January 15, 2023 (see NHC Tour Prize Money Breakdown).

NHC Tour Rookie Leader Board

An additional \$15,000 will be paid out to the overall, official Tour Points Leaders who are first-time NHC Tour members (e.g., "Rookies") as of January 15, 2023. The payouts will be the following: first-place \$5,000, second-place \$4,000, third-place \$3,000, fourth-place \$2,000, fifth-place \$1,000.

Tour Points:

A special, separate Top 75 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 officially-sanctioned NHC on-track or online contest. The top 75 individual overall points leaders at the end of the 2022 Tour season on that special Top 75 Leader Board will automatically qualify into the 2023 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 2022 First-Half Tour Leader Board.

Participation points will be capped at 1,500 points for the 2022 overall Tour Leader Board.

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 participate, points will be awarded to the 100.

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).

The maximum number of points that can be awarded for winning a contest are as follows:

- Online contest with 300 or more entries (and at least 150 individual players):

3300 points

- Onsite contest with 300 or more entries (and at least 150 individual players):
4125 points

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

Contests that are played online only (e.g. HorsePlayers.com, Xpressbet, NYRABets) will be scored using the online scoring calculator.

Contests that are played on-track only (e.g. Lone Star Park) will be scored using the on-track scoring calculator.

Contests that are considered a “hybrid” contest, where players may choose to play online or on-track, where participation on-track is limited, will be scored using the online scoring calculator.

Contests that are considered a “hybrid” contest, where players may choose to play online or on-track where participation on-track is NOT limited and is open to all individuals wishing to participate on-track, will be scored according to where an individual participated. If a player chooses to play online (e.g. Xpressbet, TVG) while being in attendance on-track, the individual will be scored using the online scoring calculator.

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 score. 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 not 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 Free-to-Play contests are an exception, where the total number of points will be based on the total number of entries entered in the first round of play, capped at 1,000 entries.

NHC Tour Scoring System

Refer to the Leader Board 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 not eligible to qualify a second time via his or her final standing on the NHC Tour Leader.

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 15, 2023 and prior to the 2023 NHC. None of the contests held after January 15, 2023 and awarding berths in the 2023 NHC will award 2022 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 win another berth 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 NHC host site to be utilized at another time of the year or during the NHC.

NHC seats have no cash value and may not be sold or transferred. NHC seats may not be transferred to the following year for any reason, unless authorized by the NTRA.

TIEBREAKER

If on January 15, 2023, 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 Tour 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 submit official contest scores and a list of all contest participants following each Tournament hosted by their organization.

*The 2022 NHC Tour winner will be eligible for a \$5 million bonus if he/she wins the 2023 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 2023 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 an Internal Revenue Service (IRS) Form W-9 and receipt(s) by March 10, 2023.

There will be a 72-hour audit period after the final unofficial standings have been posted on NTRA.com. After the 72-hour audit period concludes, and pending any disputes, the NHC Tour Leaderboard will be declared official.

It is anticipated that the final NHC Tour results will be announced within seven (7) days of the completion of the 2022 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 that have a direct impact on pari-mutuel customers. Tour Members are also eligible to contribute to Horse PAC, a federal political action committee. 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 are eligible for discounts from brands that include John Deere, Sherwin-Williams, Big Ass Fans 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 \$300,000 in Tour Prize Money will be awarded in the following manner:

Overall 2022 Tour Leaders (\$300,000 total)

*1	75,000
2	30,000
3	20,000
4	20,000
5	20,000

6	15,000
7	15,000
8	15,000
9	12,500
10	12,500
11	10,000
12	10,000
13	7,500
14	7,500
15	5,000
16	5,000
17	5,000
18	5,000
19	5,000
20	5,000

300,000

***Tour winner also will receive an entry berth into the 2024 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” and will be presented with the James Nace Award at the 2023 NHC. The NHC Rookie of the Year will be the first-time Tour member who accumulates the highest number of NHC Tour points based on his or her overall Tour points accumulated (see Tour scheduling and scoring section). Individuals must join the 2022 NHC Tour at 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 will be based on the individual who wins the most NHC qualifying tournaments between January 27, 2022 and January 15, 2023. 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 or NHC Leaderboard standings on NTRA.com within seven (7) days of an NTRA-sanctioned contest.

Failure to comply with any of the Official Rules may 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. NHC Tour prize winners must submit an IRS Request for Taxpayer Identification and Certification form to the NTRA within one year after the final Tour standings have been posted to claim cash prizes.

NHC Tour cash prize winners must submit an IRS Form W-9 to the NTRA after the results have been made official to redeem NHC winnings. All prizes must be redeemed within one year after results have been made official. Prizes that go unclaimed after one year may will be forfeited.

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.

By registering for the NHC Tour, and participating in NHC Tour events, each member agrees to release NTRA and its 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.

END