NTRA National Horseplayers Championship

Official Contest Rules

(As of February 6, 2023)

The NTRA National Horseplayers Championship ("Contest") is sponsored and co-administered by the NTRA National Horseplayers Championship, located at 401 West Main Street, Suite 222, Lexington, Kentucky 40507 ("NTRA"). As used herein ("Casino") means Parball Newco, LLC d/b/a Horseshoe Las Vegas, located at 3645 Las Vegas Blvd S., Las Vegas NV 89109. "Promotion Entities" means Casino, Casino's parent and each of Casino's affiliated and subsidiary companies, along with each of their respective officers, directors, shareholders, members, employees, and agents. The Contest will take place at the Casino. Casino is the co-administrator of the Contest. The Contest starts on Friday, March 10, 2023, beginning at approximately 9:00 a.m. PT and ends on Sunday, March 12, 2023, at approximately 6:00 p.m. PT. All times referred to in these Official Rules are Pacific Time ("PT"). Casino's database computer is the official timekeeping device for this Contest.

GENERAL RULES:

- 1. To be eligible to participate in this Promotion, Contest Players ("Contest Players") must be:
 - a. At least 21 years of age (Contest Players must provide proof of age acceptable to Casino);
 - b. Must have qualified for the NHC through an officially-sanctioned NTRA National Horseplayers Championship qualifier; and
 - c. Must be a member of the 2022 NHC Tour *prior* to earning a berth into the Contest, unless otherwise authorized.
 - 2. Void where prohibited or restricted by law.
 - **3.** This Promotion is subject to all applicable federal, state, and local laws and regulations, including gaming regulations, and all aspects of the Promotion are subject to the approval of appropriate regulatory authorities when required.
 - **4.** The following persons are not eligible to participate:
 - a. Officers, directors and employees of Casino or any of its subsidiaries, affiliates or parent companies;
 - b. The spouse, child or anyone sharing the same primary residence of any employee of NTRA, Casino or any of its subsidiaries, affiliates or parent companies who is (i) director level or above or (ii) involved in coordinating or executing promotions on behalf of Casino;
 - c. Employees or contractors of any advertising agency or marketing services firm that is providing any services to Casino in connection with the Promotion:
 - d. Persons who are excluded from Casino facilities, including through a government program, at Casino's discretion, or by their own request.
 - e. Officers and employees of the National Thoroughbred Racing Association ("NTRA").
 - f. Officers and employees of Racetrack Television Network.
 - 5. Any Contest Player who is currently licensed by a racing commission or other governmental agency overseeing racing (including, without limitation, state, federal and National Racing Compact) ("<u>Licensee</u>") shall identify himself/herself to Casino officials prior to the first Race. For purposes of the Official Rules, a Licensee includes, but is not limited to, an owner, trainer, track official, jockey agent and any licensed racetrack employee. A Contest Player must also declare in advance of the Promotion if he or she is an immediate family member of a Licensee. For purposes of this Promotion, "<u>immediate family members</u>" shall be defined as mother, father, spouse, children, step-children and siblings. Failure to disclose as provided herein may result in disqualification from this Promotion and forfeiture of any Promotion prizes.
 - **6.** Contest Players agree to allow Casino, NTRA and Racetrack Television Network the unconditional use of their name and likeness for promotions/advertising and announcements without compensation, consideration, notice, review, or consent, where permitted.

- 7. Promotion starting and ending times are approximate. Casino reserves the right to change any starting or ending times.
- 8. Casino and NTRA may disqualify any person for fraud, dishonesty, violation of these Official Rules or other misconduct whether or not related to this Promotion. Casino and NTRA retains the right to disqualify any entry that doesn't comply with the Official Rules or engaging in any conduct deemed inappropriate, disruptive, or unsportsmanlike as determined at the Casino and NTRA's sole discretion, including, without limitation, any entries generated by a script, macro, or other automated means or by any means that subverts the entry process.
- 9. Casino and NTRA are not responsible for lost, late, incomplete, inaccurate or incorrect or illegible entries; electronic transmission errors or delays resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials; technical, hardware, software, or telephone failures or malfunctions of any kind, lost or unavailable connections; fraud; incomplete, garbled, or delayed computer transmissions, whether caused by Casino, NTRA, users, or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of submissions which may limit, restrict, or prevent a person's ability to participate in the Promotion.
- 10. Except as prohibited by law, Casino and NTRA reserves the right to cancel, terminate, modify or suspend the Promotion at any time, subject to any required regulatory approval, if Casino determines, in its sole discretion, that the Promotion is not capable of running as planned, including, without limitation, as a result of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes within or beyond the control of Casino which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion.
- 11. Any individual who is found to be deliberately tampering with the Promotion entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, may be disqualified, and Casino reserves the right to seek damages and any other remedies from any such person to the fullest extent permitted by law.
- 12. By entering the Promotion, you agree on behalf of yourself and your heirs, executors, and administrators (a) to release and hold harmless Promotion Entities and each of their respective officers, directors, shareholders, members, employees and agents (collectively, the "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from your participation in the Promotion and/or your acceptance, possession, use, or misuse of a prize or any portion thereof (including any travel related thereto); (b) to indemnify the Released Parties from any and all liability resulting or arising from your failure to comply with these Official Rules or a breach of any of your representations and warranties; (c) to hereby acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including express warranties provided exclusively by a prize supplier that are sent along with such prize; (d) if selected as a winner, to the posting of your name on Casino's websites and the use by the Promotion Entities of your name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (e) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Promotion itself, and to be bound by all decisions of the judges, which are binding and final.
- 13. As a condition of entering this Promotion, you agree that: (1) you waive all rights to claim punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket expenses incurred in entering the Promotion, and waive any and all rights to have damages multiplied or otherwise increased; (2) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees.
- **14.** Must be present throughout contest to win, unless prior authorization is given by NHC Officials.

- **15.** All wagers must be placed personally, and in-person, by the Contest Player. To avoid being disqualified, no person shall, directly or indirectly, act as an intermediary, transmitter or agent in placing wagers for the Contest Player, unless prior authorization is given by NHC Officials.
- 16. A copy of these Official Rules and any changes will be available at Casino's Caesars Rewards center throughout the duration of this Promotion. In the event of a conflict between these Official Rules and any other document provided in connection with the Promotion, the terms of these Official Rules shall be controlling.
- **17.** Interstate pari-mutuel wagering via the internet is strictly prohibited in Nevada unless expressly authorized and may result in Promotion disqualification and ejection from the Casino.
- **18.** Contest Players are responsible for the payment of all local, state and/or federal taxes on prizes won in the Contest. Qualifiers who are not United States citizens or Permanent Resident Aliens may be subject to federal tax withholding.
- **19.** All trademarks used in connection with this Contest and the promotion thereof are the property of their respective trademark owners and are used for identification purposes only.
- **20.** By participating, Contest Players agree to be bound by the terms of these Official Rules.
- **21.** Each individual NHC Contest qualifying event held online or onsite and leading to the 2023 NHC is governed by its own rules, laws and regulations.
- **22.** Any reference in these rules to wagering is mythical and bankrolls (i.e. accumulated points) may not be cashed at the end of the Contest.

ENTRY/REGISTRATION:

- 23. All Contest Players must register and sign the Contest Consent Form prior to the start of the Contest. Registration will take place at the Horseshoe Events Center, at Casino, on Wednesday, March 8, 2023 from approximately 4:00 p.m.-6:00 p.m. PT, Thursday, March 9 from 9:00 a.m. 6:00 p.m. PT and Friday, March 10, 2023 from 6:00 a.m.-10:00 a.m. PT. Contest Players are responsible for presenting identification upon registration. Expired identification will not be accepted.
- 24. Contest Players may win up to two entries into the NHC.
- **25.** Contest Players are prohibited from using multiple names, Caesars Rewards accounts, William Hill accounts or any other means to enter more than allowed in these Official Rules. Any attempt to do so is grounds for disqualification and legal action.
- **26.** Entries are non-transferable. Upon submission, all entries become the property of Casino and will not be acknowledged or returned. Entries may be retained for record keeping purposes in accordance with local legal requirements. All entries are subject to review and verification.
- **27.** Casino and NTRA reserve all rights, including the right to refuse entry to any individual or to modify or cancel this promotion at any time without prior notification.
- **28.** Contest Players are responsible for presenting a credit card and proper ID upon hotel registration.
- 29. The Contest dates are Friday, March 10, Saturday, March 11 and Sunday, March 12, 2023.
- **30.** It is the responsibility of each Contest Player to understand and abide by these Official Rules. Failure to comply with any of these rules may result in disqualification at the sole discretion of the National Thoroughbred Racing Association ("NTRA") or its designee.

CONTEST PLAYER CONDUCT AND PROMOTION INTEGRITY:

- **31.** Use of harsh or profane language during the Promotion will not be tolerated and shall be grounds for disqualification.
- **32.** Casino's house rules will prevail over any situation not covered in these Official Rules. If a situation arises, which is not covered by these Official Rules or Casino's house rules, Casino shall have the authority to render a judgment, including the imposition of a penalty, in accordance with the best interests of the Promotion and the maintenance of its integrity and public confidence.
- **33.** Anyone found by Casino or NTRA, in their 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 Contest, (ii) tampered with or attempted to tamper with the betting process and/or operation of the Contest or any Contest 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 person, or (v) influenced or attempted to influence the play of other Contest Players, whether through potential bonuses, incentives or otherwise will be subject to sanctions imposed by Casino or 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.

- **34.** <u>Collusion</u>. Collusion among Contest Players shall be grounds for immediate disqualification and forfeiture of all Contest prizes. Collusion is often defined as "an agreement or cooperation especially for an illegal or deceitful purpose"
- **35.** For the purpose of this Contest, the NHC Tournament Director and NTRA, acting on the advice of the NHC Auditing Committee, Casino or other Contest officials, shall have full and final authority as to the occurrence of collusion among Contest Players. Examples of collusion are, <u>but are not limited to</u>, the following circumstances:
 - a. The use of multiple entries, held by one or more <u>other</u> Contest Players, to gain an unfair advantage in one or more races that are part of the Contest.
 - b. Any blatant strategy among two or more Contest Players that results in an unfair advantage. For example, when examining wagering patterns, it is determined that two or more Contest Players coordinated their wagering choices on multiple races.
- **36.** Contest Players shall play a maximum of two (2) entries. Collusion of entries between Contest Players is prohibited, as is any attempt to manipulate the results of the Contest. All Contest Players must make his or her own final selection independently of every other Contest Player in the contest.
- **37.** Contest Players with multiple entries are permitted to play the entries in their own names in any way they wish in accordance with these rules.
- **38.** The Casino and NTRA reserves the right, at its full discretion, to interview Contest Players in order to investigate possible instances of collusion.
- **39.** All Contest selections will be published following the conclusion of the NHC.
- **40.** Affidavits confirming compliance with all of the rules of this Contest will be required of all Contest Players.
- 41. PLAYER DECLARATION: Any Contest Player who is currently licensed by a racing commission or other governmental agency overseeing racing (including, without limitation, state, federal and National Racing Compact) ("Licensee") shall identify himself/herself to tournament officials prior to the first Contest race. For purposes of the Official Rules, a Licensee includes, but is not limited to, an owner, trainer, track official, jockey agent and any licensed racetrack employee. A Contest Player must also declare in advance of tournament play if he or she is an immediate family member of a Licensee. For purposes of this Contest, "immediate family members" shall be defined as mother, father, spouse, children, step-children and siblings. Failure to disclose as provided herein may result in disqualification from this Contest and forfeiture of any Contest prizes.
- 42. A Contest Player who has an interest ownership or otherwise in a horse entered in any of the races designated as part of the Contest in accordance with these Rules will be ineligible to use such races in the Contest. Any Contest Player with an interest in a horse entered in a Contest race shall identify him/herself to NHC Officials who will determine if the Contest Player's interest(s) preclude him or her from using the race in the Contest. If the Contest Player is precluded from using a Mandatory Race (see "Wagering Procedures"), NHC Officials will assign the Contest Player an alternate Mandatory Race. Failure to disclose as provided herein may result in disqualification from this Contest and forfeiture of any Contest prizes.

QUALIFIER WITHDRAWAL DECLARATION:

43. Unless authorized by NHC Officials, every person who is an official NHC qualifier ("Qualifier") must be physically present at the Contest site to compete in the Contest. If, for any reason, a Qualifier is unable to attend the Contest, then that Qualifier must notify both the tournament director of the host location where the Qualifier qualified (the "NHC Host Location") and an NTRA-NHC Tournament official to declare the

Qualifier's intention to officially withdraw from the Contest (the "Withdrawal Declaration"). The Withdrawal Declaration must be delivered in person or by telephonic communication or e-mail (not including text message or voicemail message) no later than 1 p.m. ET/10 a.m. PT on Monday, March 6, 2023 (the "Scratch Deadline"). Upon receipt of a Qualifier's Withdrawal Declaration in advance of the Scratch Deadline, it shall be the sole responsibility of the NHC Qualifier Host Location to designate an alternate Qualifier (the "Alternate Qualifier") in accordance with the rules governing the designation of an Alternate Qualifier at the NHC Host Location. There will be no Alternate Qualifier designated for any Qualifier who fails to deliver the Withdrawal Declaration in advance of the Scratch Deadline.

RACE LENS:

44. RACE LENS 2024 NHC BONUS: The highest finishing participant in this Contest that is an active Race Lens subscriber and a 2023 NHC Tour member as of Friday, March 10, 2023, at 1:00 p.m. ET/10:00 a.m. PT, will win an entry to the 2024 NHC. An active Race Lens subscriber is defined as a customer who has a monthly unlimited, quarterly unlimited or annual unlimited subscription to Race Lens as of Friday, March 10, 2023, at 1:00 p.m. ET/10 a.m. PT. The NHC entry will be valid for the 2024 NHC only and is non-transferable. Subscription and NHC Tour status will be verified before the NHC seat is awarded.

SEATING:

- **45.** Seating for Contest Players may be reserved on a first come, first-served basis after a Contest Player registers for the NHC. **Policies may change due to COVID-19 health and safety protocols.**
- **46.** No smoking is allowed throughout the Contest areas at Casino.

CONTEST FORMAT

- 47. The Contest dates are March 10-12, 2023.
- **48.** The Contest consists of mythical \$2.00 Win-Place wagers, which must be placed on the same horse in any Mandatory or Optional race that is part of the Contest.

Day 1 and Day 2 (March 10-11)

- **49.** Day 1 and Day 2 of the Contest consists of Win and Place wagering on 18 races each day for a total of **thirty-six** (36) races over the first two-days of the Contest. Mythical \$2.00 Win/Place wagers must be placed on a single horse in each of the 36 races.
- **50.** Each Contest Player will have a fictional bankroll of \$144.00 in his/her account and must place 36 fictional \$2.00 Win wagers and 36 fictional \$2.00 Place wagers for a total of 72 wagers over two days totaling \$144.00.
 - a. Win/Place wagers must be placed on a single horse in each of the 36 races. Failure to make any of the 72 wagers will result in forfeiture of the mythical bankroll designated for each wager that is not made (i.e. a score of zero for the designated race).
 - b. There will be eight (8) Mandatory Races on each day of the first two days of the Contest, and Contest Players must wager on those races. If a Contest Player fails to wager on a Mandatory Race, the Contest Player will receive zero (0) points for the Mandatory Race.
 - c. <u>If a Mandatory Race is cancelled for any reason, the cancelled Mandatory Race may be replaced by the addition of an Optional Race to the Contest format.</u>
 - d. On each of the first two days of the Contest, Contest Players may choose 10 races from the list of "Eligible Tracks" in which to place a mythical bet ("Optional Races"). The Optional Races must differ from the Mandatory Races.
 - e. <u>In each of the Mandatory and Optional Races</u>, Contest <u>Players must place one \$2.00 Win wager and one \$2.00 Place wager on the same horse</u>. Wagers on different horses in any single race are prohibited.
 - f. There is a cap placed on all mutuel payoffs. The Win cap is 20/1 (\$42.00). The Place cap is 10/1 (\$22.00).

- g. Official track rules and regulations shall apply to the Mandatory and Optional Races.
- h. Official track rules and rulings shall apply to horses wagered on in the Contest.
- i. Mandatory and Optional Races are subject to change.
- j. Bankrolls are mythical and may not be cashed at the end of the Contest.
- k. The top 10% of entries, as ranked by cumulative mythical bankroll from Day 1 and Day 2 of the NHC, will advance to the Day 3 Semi-Final round of the NHC. The final number of entries will be announced once all entries to the NHC have been finalized and will be rounded up to the nearest whole number.
- **51. DAY TWO TIEBREAKER:** In the event of a tie for the last available entries advancing to the Day 3 Semi-Final round, the following tiebreaker procedures will be instituted:
 - Among those tied, the individual with the highest number of winning (i.e. first place) mythical bets made over the first two days of the Contest, among those tied, will be declared the winner of the tiebreaker and advance to the Semi-Final round.
 - If a tie still exists following the initial tiebreaking procedure, among those tied, the individual with a Contest selection that results in the highest-winning mutuel payoff from the first two days will be declared the winner of the tiebreaker.
 - If a tie still exists following the initial two tiebreaking procedures, among those tied, the individual with the highest ranking in the 2022 NHC Tour official standings will be declared the winner of the tiebreaker.
 - Entries advancing to the Day 3 Semi-Final round will each be awarded Contest prize money. Should there be ties in the official order of finish, prize money from the affected spots will be split equally among those who are tied. For example, if three entries tie for 5th place, prize money for places 5, 6 and 7 shall be cumulated and the resulting sum then split equally among the three tied entries.

Day 3 (March 12) Semi- Final Round

- **52.** Individuals qualifying an entry or entries for the semi-final round will carry their mythical bankroll accumulated from Day 1 and Day 2 of the NHC into the semi-final round.
- **53.** All other Contest Players and entries not ranked in the top 10% by cumulative bankroll from Day 1 and Day 2 will be eligible to compete in a separate, free entry Consolation Tournament (see "Consolation Tournament Official Rules").
- **54.** An individual with two entries who qualifies one entry into the semi-final round cannot play his or her second entry in the Consolation Tournament.

Semi-Final Round and Consolation Tournament Format

- **55.** The Semi-Final round and Consolation Tournament formats will consist of Win and Place wagering on 10 races beginning with the first Contest race at approximately 9:00 a.m. PT and concluding at approximately noon PT.
- **56.** Each Contest Player must place 10 fictional \$2.00 Win/Place wagers (on the same horse in each individual race) for a total of 20 wagers totaling \$40.00. Failure to make any of the 20 wagers will result in forfeiture of the fictional bankroll designated for each wager which is not made (i.e. a score of zero (0) for the designated race).
- 57. The Semi-Final round and Consolation Tournament races will consist of 10 Optional Races.
- **58.** Win/Place wagers must be placed on a single horse in each of the 10 Optional Races.
- **59.** Contest Players may choose their 10 Optional Races from the list of "Eligible Tracks" and "Eligible Races" operating during the semi-final and Consolation Tournament.
- **60.** In each of the Optional Races, Contest Players must place one \$2.00 Win wager and one \$2.00 Place wager on the same horse in each race. Multiple wagers on different horses in any one race are prohibited.
- **61.** There is a cap placed on all mutuel payoffs. The Win cap is 20/1 (\$42.00). The Place cap is 10/1 (\$22.00).
- 62. Individuals with two entries in the NHC, who do not qualify either entry into the Semi-Final round, may play

- two entries in the Consolation Tournament.
- 63. In the event an individual has two entries ranked in the top 10 at the conclusion of the Semi-Final round, both entries will advance to the Final Table.
- **64.** Official track rules and rulings shall apply to horses wagered on in the Contest.
- 65. Bankrolls are mythical and may not be cashed at the end of the Contest.
- 66. All eligible participants and entries will automatically be entered into the Consolation Tournament.
- 67. The Consolation Tournament and semi-final round of the NHC will conclude at the same time.
- **68.** Please refer to the "Consolation Tournament Official Rules" covering all rules related to the Consolation Tournament.

Final Table Contest Format

- **69.** The top 10 highest mythical bankrolls as ranked by individual cumulative bankroll following Day 1, Day 2 and the Semi-Final round, will advance to the "Final Table" of the NHC.
- **70. SEMI-FINAL ROUND TIEBREAKER:** In the event of a tie for the last available entries advancing to the Final Table, the following tiebreaker procedures will be instituted:
 - Among those tied, the individual with the highest number of winning (i.e. first place) mythical bets made over the first two days of the Contest <u>and</u> the Semi-Final Round, among those tied, will be declared the winner of the tiebreaker and advance to the Final Table.
 - If a tie still exists following the initial tiebreaking procedure, among those tied, the individual with a Contest selection that results in the highest-winning mutuel payoff from the first two days and the Semi-Final Round will be declared the winner of the tiebreaker.
 - If a tie still exists following the initial two tiebreaking procedures, among those tied, the individual with the highest ranking in the 2022 NHC Tour official standings will be declared the winner of the tiebreaker.
- **71.** The individuals competing at the Final Table will carry their mythical bankroll accumulated from Day 1, Day 2 and the Semi-Final round into the Final Table.
- **72.** Each individual competing in the Final Table Contest must be present in the Horseshoe Events Center at the Final Table during the Final Table Contest.
- **73.** Each individual competing in the Final Table Contest must sign the Final Table "Wagering Format and Consent Form" and consent to having their Final Table selections revealed.
- **74.** The Final Table Contest format will consist of mythical \$2.00 Win/Place wagering on seven (7) Mandatory Races, with the first Final Table race beginning at approximately 1:30 p.m. PT.
- **75.** Mythical \$2.00 Win/Place wagers must be placed on a single horse on each of the seven (7) Final Table Mandatory Races for a total of 14 wagers totaling \$28.00.
- **76.** All mythical wagers comprising the Final Table must be placed at a designated self-service machine.
- 77. Failure to make any of the 14 wagers will result in forfeiture of the fictional bankroll designated for each wager which is not made (i.e. a score of zero (0) for the designated Mandatory Race).
- **78.** If a Mandatory Race is cancelled for any reason, another Mandatory Race may be selected by NHC Officials to serve as a Mandatory Race at the Final Table, or a Mandatory Race may be cancelled altogether with the Final Table reverting to one less Mandatory Race.
- 79. There is a cap placed on all mutuel payoffs. The Win cap is 20/1 (\$42.00). The Place cap is 10/1 (\$22.00).
- **80.** Win/Place wagers on each of the seven (7) Final Table Mandatory Races must be made no later than approximately Two Minutes to Post Time for each of the Mandatory Races (Contest machines will be designated for Final Table Contest play only). Final Table Contest Players will be required to provide a race selection and alternate selection for each of the Final Table Mandatory Races. Contest Players should refer to the "Final Table Wagering Format and Consent Form," provided by NHC officials, for a complete description of Final Table wagering procedures.
- **81.** All Contest wagers placed through the Contest System shall be final.
- 82. Official track rules and rulings shall apply to horses wagered on in the Contest.
- 83. Mandatory Races are subject to change or cancellation.

- 84. Bankrolls are fictional and may not be cashed at the end of the Contest.
- **85.** Following the conclusion of the seven (7) Mandatory Races that comprise the Final Table Contest, the Final Table Contest Players will be ranked from first through last by their total mythical bankroll accumulated during Day 1, Day 2, the Semi-Final round and the Final Table Contest.
- **86.** The individual qualifying to the Final Table and amassing the highest final mythical bankroll from all Contest Win and Place wagers at the end of the Final Table Contest will be declared the "Grand Prize Winner." The Grand Prize consists of prize money (see "NHC Official Prize Money" breakdown), an Eclipse Award as the Horseplayer of the Year, a ring or pendant, a qualifying berth to the 2024 NHC and a qualifying berth to the 2023 Breeders' Cup Betting Challenge (BCBC), if the Grand Prize winner has not already won a 2023 BCBC berth prior to March 12, 2023.
- 87. The 2022 NHC Tour winner will receive a \$5 million bonus if he or she wins the 2023 NHC.
- **88.** All insured bonuses will be subject to the terms of the insurance carrier and may be paid in the form of an annuity. NTRA shall be responsible for the payout of the above referenced bonuses included in these official rules.

POINT TABULATION:

- **89.** Contest Players accrue fictional earnings (i.e. points) based on mythical Win wagers and mythical Place wagers. All Contest earnings are fictional and are for scoring purposes only.
- **90.** If a Contest Player does not place a wager in a Mandatory Race or in the specified number of Optional Races, the Qualifier scores zero (0) points for the race in question.
- **91.** If a Contest Player places more than the permitted number of Required Wagers on any Optional Races in a given day, such wagers will be nullified in chronological order, with the most recent Optional Races nullified first.
- **92.** Earnings/points will be accrued in gross based on official track payouts, subject to the payoff cap.
- **93.** FINAL TABLE TIEBREAKER: In the event of a tie for First Place at the conclusion of the Final Table, the following tie-breaker procedures will be instituted:
 - a. Among those tied, the individual selecting the most winners over the entire three days will be declared the Grand Prize winner.
 - b. If a tie still exists following the initial tiebreaking procedure, the highest-finisher on the 2022 NHC Tour will be declared the Grand Prize winner.
 - c. If a tie still exists following the initial two tiebreaking procedures, among those tied, the highest finisher at the conclusion of the Semi-Final round on Day 3 will be declared the Grand Prize winner.
 - d. If a tie still exists following the initial three tiebreaking procedures, among those tied, the highest finisher at the conclusion of Day 2 will be declared the Grand Prize winner.
 - e. If a tie still exists following the initial four tiebreaking procedures, there will be a coin toss to determine the Grand Prize winner.

WAGERING PROCEDURES:

- **94.** All Contest wagers are mythical and should be placed in accordance with the "How to Place Your Contest Bets" sheet provided in the NHC Registration packet.
- 95. Self-Service Machines will be available in the Contest area for Contest play ONLY.
- 96. Contest play may also be made online on a mobile or desktop device (e.g., tablet, smart phone or personal computer). Online contest play can only be made from inside the Horseshoe Events Center, the host location of the NHC.
- 97. Mutuel Tellers will be available in the Contest area for live money wagers ONLY.
- **98.** All Contest Players are responsible for ensuring that each mythical contest wager is placed correctly.
- **99.** All wagers must be placed personally, and in-person, by the Contest Player. To avoid being disqualified, no person shall, directly or indirectly, act as an intermediary, transmitter or agent in placing wagers for the

Contest Player, unless prior authorization is given by NHC Officials.

- **100.** All Contest Players must wear their credential and use their Contest Card or personal account number to place a contest wager.
- **101.** Official program numbers shall be used when placing all wagers.
- 102. Selected Self-Service machines will be reserved for Final Table play during the Final Table Contest portion of the NHC. For a complete description of Final Table wagering procedures, Final Table Contest Players should refer to the "Final Table Wagering Format and Consent Form" provided by NHC officials.

SCRATCHES:

- 103. Should a scratch occur in an **Optional Race** prior to the official off time during Day 1, Day 2, the Semi-Final round or the Consolation Contest, the Contest Player may return to a <u>self-service machine</u> or their personal device and make another wager on the race, time permitting, or the Contest Player may wager on another race, subject to all other Rules.
- 104. Should a scratch occur in a **Mandatory Race** prior to the official off time during Day 1 or Day 2 of the Contest, it is the Contest Player's responsibility to cancel the selection at a self-service machine or on their personal device prior to the start of the race and make another wager. If the Contest Player's selection scratches in a Mandatory Race and no replacement wager is placed prior to the start of the race, the Contest Player shall be assigned the official betting favorite as determined by the host racetrack.

RESULTS:

- **105.** The individual standings will be posted in real time throughout the Contest as each Contest race becomes official. For technical or other reasons, this schedule may be changed or modified at the sole discretion of the NTRA or its designee.
- 106. The individual standings, including the names of the Contest Players and their total bankroll, will be posted and announced following each Contest Race that comprises the Final Table.
- 107. All results are unofficial, pending verification that all wagers were made in accordance with the Official Rules. Upon such verification by the NHC Auditing Committee, the winners will be announced at the Awards Dinner to be held on March 12, 2023. It is anticipated that the winning prizes will be paid at the Horseshoe cashier cage (by cash, check or Casino chips) in cooperation with Casino, but in any event within 45 days at the sole discretion of the NTRA and the NHC Officials.

PRIZES

- **108.** All prizes will be distributed pursuant to the "NHC Official Prize Money" breakdown provided to the Contest Players prior to the start of the Contest.
- **109.** Affidavits confirming compliance with the Official Rules will be required of all winners.
- 110. In the event any potential prize winner is disqualified or determined not to be eligible by the NTRA or NHC Officials, in their sole discretion, the Contest Player with the next highest total bankroll will be declared the winner of the prize, and each successive Contest Player will be moved up accordingly.
- **111.** Winning contestants who are non-residents of the United States or do not have a valid Social Security number may have winnings withheld in accordance with state and federal income tax laws and regulations.
- **112.** Eligible Contest Players must claim their cash prizes by March 12, 2024. Unclaimed prizes will be voided after this date.
- **113.** NTRA shall be responsible for the payout of any bonuses, if applicable.
- 114. For a list of winners, visit NTRA.com or send a self-addressed, stamped envelope to: ATTN: NHC Contest, NTRA, 401 West Main Street, Suite 222, Lexington, Kentucky 40507.

ODDS OF WINNING:

115. This is a game of skill, and the odds of winning any prize are dependent upon the number of Contest Players and the skill of the Contest Players.

PRIVACY POLICY:

- 116. Information submitted on the Registration Form and any information provided in connection with the Contest will be retained by the NTRA and may be used for marketing, research or other commercial and non-commercial purposes. In addition, the NTRA and its partners and affiliates may send each Contest Player promotions or announcements unless the Contest Player specifically requests that the NTRA not do so in the manner provided in the Registration Form. Information regarding the Contest Players may be provided to the entity organizing the Contest, Racetrack Television Network, Casino and Caesars Entertainment, Inc., and/or their partners and affiliates.
- 117. Any personal information submitted to Casino in connection with the Promotion is governed by Casino's privacy policy, located at http://www.caesars.com/privacy.

DISPUTE RESOLUTION:

- 118. In the event of a dispute or question regarding these rules or this promotion, the NTRA, Casino and Caesars Enterprise Services, LLC will attempt to resolve the situation to the satisfaction of all parties; however, if not resolved, the Nevada State Gaming Control Board will have the ultimate jurisdiction over this promotion and its decision will be final. Contest Players may also contact the Nevada Gaming Control Board to register any disputes.
- **119.** * Rules subject to change.