NTRA National Horseplayers Championship Last Chance/Next Chance Contest Official Rules

The Last Chance/Next Chance ("Contest") is sponsored and co-administered by 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 Bally's Las Vegas, located at 3645 Las Vegas Blvd S., Las Vegas NV 89109. The Contest will take place at the Casino. Casino is the co-administrator of the Contest. The Contest starts on Thursday, August 26, 2021, beginning at approximately 10:00 a.m. PT and ends on Thursday, August 26, 2021, at approximately 4:00 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 Contest, individuals ("Contest Players") must be:
 - a) A Caesars Rewards® member (membership is free, and Contest Players can join at any Caesars Rewards Center, online at www.CaesarsRewards.com, or via the Caesars Rewards mobile app);
 - b) A William Hill Rewards Club member (membership is free, and Contest Players can join and receive their rewards/contest card at time of contest registration. You may join in advance and receive your rewards/contest card at time of contest registration.
 - c) At least <u>21</u> years of age (Contest Players must provide proof of age acceptable to Casino):
 - d) Must be a 2020 NHC Tour Member in order to compete for a qualifying seat into the 2021 NHC; and
 - e) Must be a 2021 NHC Tour Member to compete for a qualifying seat into the 2022 NHC.
 Non-members may participate for the cash prizes, but are ineligible to win qualifying seats.
- 2) Casino anticipates a maximum of five hundred (500) Contest Players.
- 3) Void where prohibited or restricted by law.
- 4) This Contest is subject to all applicable federal, state, and local laws and regulations, including gaming regulations, and all aspects of the Contest are subject to the approval of appropriate regulatory authorities when required.
- **5)** The following persons are ineligible 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 Contest;
 - 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").
- 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 start of the Contest. 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 Contest if he or she is an immediate family member of a Licensee. For purposes of this Contest, "<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 Contest and forfeiture of any Contest prizes.
- 7) Contest Players agree to allow Casino the unconditional use of their name and likeness for promotions/advertising and announcements without compensation, consideration, notice, review, or consent, where permitted.
- 8) Contest starting and ending times are approximate. Casino reserves the right to change any starting or ending times.
- 9) Casino may disqualify any person for fraud, dishonesty, violation of these Official Rules or other misconduct whether or not related to this Contest. Casino 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'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.
- 10) Casino is 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, users, or by any of the equipment or programming associated with or utilized in the Contest 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 Contest.
- 11) Except as prohibited by law, Casino reserves the right to cancel, terminate, modify or suspend the Contest at any time, subject to any required regulatory approval, if Casino determines, in its sole discretion, that the Contest 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 Contest.
- Any individual who is found to be deliberately tampering with the Contest entry process or the operation of the Contest, 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 Contest, 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.
- 13) By entering the Contest, 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 Contest 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 Contest itself, and to be bound by all decisions of the judges, which are binding and final.
- 14) As a condition of entering this Contest, 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 Contest, 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 Contest, 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 Contest, but in no event attorneys' fees.
- **15)** Must be present to win.
- 16) A copy of these Official Rules and any changes will be available at Casino's Caesars Rewards center and in the Bally's Event 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 Contest, 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 Contest disqualification and ejection from the Casino.
- **18)** Casino Management shall resolve any dispute or situation not covered by these rules and that decision shall be final and binding to all Contest Players. Contest Players may also contact the Nevada Gaming Control Board to register any disputes.
- **19)** To register a dispute, a Contest Player must present Contest ticket/receipt(s).
- 20) Log on to NTRA.com to purchase an NHC Tour membership.

BALLY'S RACE & SPORTS BOOK ENTRY/REGISTRATION:

- **21)** A five hundred-dollar (\$500.00) entry fee per entry must be made in full prior to participating in the Contest.
- **22)** Limited to the first 500 Contest Players; maximum four (4) entries per Contest Player. No refunds.

REGISTRATION SCHEDULE		
Date and Time	Location	Payment Method
Monday, August 23, 2021 – from 8:00 a.m. – 10:00 p.m.	Bally's Race & Sports Book	Cash or Gaming Chips Only
Tuesday, August 24, 2021– from 8:00 a.m. – 10:00 p.m.	Bally's Race & Sports Book	Cash or Gaming Chips Only
Wednesday, August 25, 2021– from 8:00 a.m. – 8:00 p.m.	Bally's Race & Sports Book	Cash or Gaming Chips Only

Entry fee deadline is 8:00 p.m. PT on Wednesday, August 25, 2021 at the Bally's Race & Sports Book or online at NTRA.com

- **23)** Players may pre-register by paying \$500 on NTRA.com and will have their Players Card pre-loaded with contest entry or entries. Refunds for online registrants will be accepted until Monday, August 23.
- 24) Pre-registered players, and those who have qualified in advance to the Contest, will have their cards pre-loaded with their contest entry or entries. Contest participants who pre-register for the Contest may pick up their Players card at Bally's Event Center Monday, August 23 through Wednesday, August 25 between 8:00 a.m. and 6:00 p.m. and Thursday, Aug. 26 from 7:00 a.m. 10:00 a.m. See Holly Short to pick up player card(s).
- 25) CONTEST ENTRY DEADLINE: The Contest entry deadline to purchase an entry for \$500 is 8:00 p.m. PT Wednesday, August 25, 2021 at either the Bally's Race and Sports Book or on NTRA.com.

- **26)** Each Contest Player shall receive one (1) entry per \$500.00 entry fee, with a maximum of four (4) entries. Contest Players are prohibited from using multiple names, William Hill accounts, or any other means to enter more times than allowed in these Official Rules. Any attempt to do so is grounds for disqualification and legal action.
- 27) 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.
- 28) Bally's reserves all rights, including the right to refuse entry to any individual or to modify or cancel this Contest at any time without prior notification. In the event of any technical difficulties, Bally's reserves the right to change or cancel the tournament without any further liability or claim of damages of any kind. In the event of a cancellation, all entry fees will be refunded.

PLAYER DECLARATION:

- 29) All Contest Players who are currently licensed by a racing commission or other Governmental Agencies with regulatory oversight of the horse racing industry (including state, federal and National Racing Compact) shall identify themselves to Tournament Officials prior to the first day of the contest. Licensees include, but are not limited to, owners, trainers, track officials, jockey agents and all licensed track employees. Contest Players must also identify themselves to Tournament Officials if the Contest Player is an immediate family member (i.e. spouse, child, blood relation and all who live in the same household) of above licensees.
- **30)** All Contest Players with a financial or ownership interest in an entry shall identify themselves to Tournament Officials. A Contest Player who has a financial or ownership interest in a horse entered in any of the races designated as part of the tournament will be ineligible to wager on such races. If the Contest Player is precluded from wagering on a *mandatory* race, Tournament Officials will assign the Contest Player an alternate *mandatory* race. Failure to abide by this rule will result in disqualification from the tournament.

CONTEST PLAYER CONDUCT AND CONTEST INTEGRITY:

- 31) Use of harsh or profane language during the Contest will not be tolerated and shall be grounds for disgualification.
- 32) Casino may impose penalties upon any person who gives, makes, issues, authorizes or endorses any statement or action having, or designed to have, an effect prejudicial or detrimental to the best interest of the Contest as determined by Casino, acting in its sole and absolute discretion. This may include but shall not be limited to expulsion from the event and property and/or loss of the right to participate in this or any other promotion conducted by Casino.
- **33)** 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 Contest and the maintenance of its integrity and public confidence.

CONTEST FORMAT:

- **34)** Contest Players will make a total of 11 mythical WIN/PLACE wagers (four *mandatory* and seven optional).
- 35) A list of mandatory races will be available on Wednesday, August 25 at 10:00 a.m. PT.
 - **a.** If a *mandatory* race is cancelled for any reason, Contest Players will be able to make an additional optional race selection from the list of eligible tracks. It is the Contest Players responsibility to be aware of any changes.
- 36) A list of eligible Contest tracks and eligible races will be provided at the Bally's Race Book

- and posted on the NTRA website at least one week prior to the tournament. All tracks are subject to change.
- **37)** WIN/PLACE wagers must be made on a single horse in a Contest race (WIN/PLACE wagers may not be designated for different horses within one race). Contest Players may only wager on one (1) horse in each Contest race.

CONTEST WAGERING PROCEDURES:

- 38) Contest Players will make all tournament wagers on a self-service machine.
- 39) Contest Players must swipe their William Hill card when making all tournament selections.
- **40)** Each Contest Player is responsible for all tournament selections including correct track, correct race, correct horse program number and correct player's ID number on ticket of receipt.

SCRATCHES:

- 41) There will be **NO** specifying of alternates.
- **42)** Should a scratch occur in an **Optional Race** prior to the official off time the Contest Player may return to a <u>self-service machine</u> and make another wager on the race, time permitting, or the Contest Player may wager on another race, subject to all other Rules.
- **43)** Should a scratch occur in a **Mandatory Race**, it is the Contest Player's responsibility to CANCEL their selection prior to the race and make a new selection. If this is not possible, the Contest Player shall be assigned the post time betting favorite. Should no wager on ANY horse be made in a **Mandatory Race**, the Contest Player will receive zero points for that race.

PRIZES:

- 44) All prize money for the tournament will be distributed pursuant to the *Prize Money Structure Sheet*, which will be provided once the final number of entries has been determined. 30% of the tournament entry fees will be awarded as prizes to contestants (maximum total prize structure \$300,000). 70% of the tournament entry fees will be distributed in the NTRA National Horseplayers Championship 2021 prize pool.
- **45)** Last Chance/First Chance Qualifier Prize Structure:
 - a. 1st Place 15% of all entry fees
 - **b.** 2nd Place 10% of all entry fees
 - **c.** 3rd Place 5% of all entry fees
- **46)** The top 5 places will receive:
 - a. A qualifying spot to the 2021 NHC provided they are a 2020 NHC Tour member and have not already qualified twice to the 2021 NHC. In the event a winner of a qualifying spot is not an NHC Tour member, the spot will be awarded to the next highest placing NHC Tour member. 2021 NHC Tour points will be awarded in this contest. You must be a 2021 NHC Tour member to receive NHC Tour points. You will receive 2021 NHC Tour points regardless if you are playing for a 2021 or 2022 NHC berth.
 - i. One additional qualifying spot to the 2021 NHC will be awarded for every 20 entries over the first 140 entries (i.e. beginning at 160 entries).
 - **b.** Complimentary accommodations in a deluxe room, for up to four nights, during the 2021 NHC only (rooms not used by August 29, 2021 will be forfeited).
- 47) Only individuals who already have won two qualifying spots into the 2021 NHC may compete in the Last Chance/Next Chance Tournament for cash prizes and a berth in the 2022 NHC. You must be a 2021 NHC Tour member to compete for a 2022 NHC berth. The top three places involving individuals who already have qualified twice to the 2021 NHC will receive:
 - **a.** A qualifying berth to the 2022 NHC provided they are a 2021 NHC Tour member.

- In the event a winner of a qualifying spot is not a 2021 NHC Tour member, the NHC berth will be awarded to the next highest placing 2021 NHC Tour member who has already qualified twice to the 2021 NHC.
- **b.** Complimentary accommodations for up to four nights during the 2022 NHC only (rooms must be used by the last day of the 2022 tournament event).
- **48)** Cash prizes will be awarded in the form of a voucher redeemable at the Main Casino Cashier.
- **49)** All taxes on cash prizes are the sole responsibility of the winners. Winners that receive winnings of \$1,200 or more in cash will receive a W-2G tax form or Form 1042-S. All winners must produce valid photo ID per IRS regulations.

PAYOUT CAP:

50) There is a cap placed on ALL PAYOFFS. The WIN cap is 20/1 (\$42). The PLACE cap is 10/1 (\$22).

POINT TABULATION:

- **51)** Contest Players will accrue tournament point earnings based on \$2 WIN/PLACE wagers. All tournament points earned will be used for scoring purposes only and have no cash value.
- **52)** Earnings will be accrued in gross based on official track payouts and subject to the cap placed on all payoffs (i.e. scores).
- 53) The individual winner will be determined by the highest bankroll from all \$2 WIN and \$2 PLACE bets at the end of tournament play (11 total races).

RESULTS:

- **54)** The individual standings with Contest Players' names will be posted every 15 minutes during the Contest. Standings updates and their frequency may be modified by Tournament Officials and/or Bally's Management.
- 55) At the conclusion of the tournament, all play will be audited to verify that the rules and regulations were followed by all prize winners. Unofficial results will be posted after the last race of the tournament. Official winners will be announced on Thursday, August 26, 2021 at approximately 6:00 p.m. PT.

TIEBREAKERS:

- 56) In the event of a tie, the tiebreakers will proceed on the following basis:
 - **a.** The higher placing will be awarded to the Contest Player with the greater number of winners (WIN bets) over 11 tournament races.
 - **b.** In the further event of a tie, the Contest Player with the greater number of winners (WIN bets) in the *mandatory* races will be awarded the placing.
 - **c.** In the further event of a tie, the Contest Player with the highest single mutuel payout will be awarded the placing.
 - **d.** In the further event of a tie, the higher placing finisher will be determined by the Contest Player with the longest standing NHC Tour membership.
- **57)**Ties involving prize money will be split equally between the tied positions.

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