ABBREVIATED DISCLOSURES:

NO PURCHASE NECESSARY. Sweepstakes begins on 3/27/18 at 12:01 a.m. ET and ends on 5/18/18 at 11:59 p.m. ET. Open only to legal United States residents residing in the 48 contiguous U.S. & Washington D.C. who are 21+. See Official Rules at www.BelmontStakes.com for details on how to enter without making a wager/purchase, additional eligibility restrictions, prize descriptions/restrictions/ARVs and complete details. Odds of winning depend on the number of eligible entries received. Void in AK, HI & where prohibited. Sponsored by New York Racing Association.

RULES:

Belmont Stakes \$150,000 Sweepstakes OFFICIAL RULES

NO PURCHASE NECESSARY

PROMOTION DESCRIPTION: The Belmont Stakes \$150,000 Sweepstakes (the "Sweepstakes") begins on March 27, 2018 at 12:01 a.m. Eastern Time ("ET") and ends on May 18, 2018 at 11:59 p.m. ET (the "**Promotion Period**"). Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of New York Racing Association, P.O. Box 90, Jamaica, NY 11417 ("**Sponsor**"), which shall be final and binding in all respects.

ELIGIBILITY: Open only to legal United States residents residing in the forty-eight (48) contiguous United States and Washington D.C. who are twenty-one (21) years of age or older. Employees, officers and directors of Sponsor, its parent, subsidiaries, affiliates, agents, successors, assignees, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the "**Promotion Entities**") and the immediate family members, and/or those living in the same household of each, are ineligible to enter the Sweepstakes or win a prize. Additionally, employees of State Racing and Wagering Board licensees and their immediate family members are ineligible to participate in the Sweepstakes. Sweepstakes is void in Alaska, Hawaii and where prohibited by law.

HOW TO ENTER:

There are four (4) ways to enter the Sweepstakes:

- a) Account Sign-Up: During the Sweepstakes Period, go to www.belmontstakes.com (the "Account Website") and follow the on-screen instructions to set-up an account and you will automatically receive one (1) entry into the Sweepstakes. The Account Sign-Up method of entry is available to new members only. Signing up for an account is free. For more information, visit the Account Website.
- b) <u>Ticket Purchase</u>: During the Sweepstakes Period, go to the Website, select the "Tickets" tab to be re-directed to our official ticket seller, or visit ticketmaster.com to purchase tickets to the 150th Belmont Stakes (the "**Race**") scheduled to take place at approximately 6:30pm EST on June 9, 2018 and you will automatically receive one (1) entry into the Sweepstakes for each Race ticket you purchase up to a maximum of twelve (12) Race tickets.

- c) NYRABets Entry: Existing members of NYRA Bets will automatically receive five (5) entries into the Sweepstakes if they have placed any wager in any amount between June 10, 2017 and the end of the Promotion Period and new NYRA Bets members will automatically receive five (5) entries in the Sweepstakes if they set up a NYRA Bets account during the Promotion Period. It is free to set-up a NYRA Bets account. For more information, visit NYRAbets.com.
- d) Mail-In Entry: To enter without setting up an account, placing a wager and/or purchasing Race tickets, on a 3x5 piece of paper, hand print full name, email address, complete mailing address (including city, state and zip code), your date of birth and telephone number. Mail this completed card in a first-class stamped envelope to: Belmont Stakes \$150,000 Sweepstakes, PO Box 10278, Rochester, NY 14610. Limit one (1) request form per outer mailing envelope. All requests must be postmarked by May 18, 2018 and received by May 24, 2018. No copies, facsimiles or mechanical reproductions will be accepted. Sponsor assumes no responsibility for lost, late, incomplete, stolen, misdirected, illegible or postage due entries or mail. A mail-in entry will be equal to twelve (12) entries into the Sweepstakes. Limit two (2) mail-in entries per person.

The Website's database clock will be the official timekeeper for online entries in this Sweepstakes. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Limit twenty-four (24) entries per person throughout the Promotion Period regardless of method of entry.

WINNER SELECTION AND NOTIFICATION: At the end of the Promotion Period, one (1) Grand Prize winner will be randomly selected from all eligible entries received during the Promotion Period. The potential prize winner will be notified by telephone and/or mail and/or email, using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventytwo (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. Additionally, any potential winner may be subject to a background check before the prize is awarded. Sponsor reserves the right to disqualify a potential winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the prize to any such individual might reflect negatively on the Sponsor. The odds of winning depend on the number of eligible entries received.

PRIZE/APPROXIMATE RETAIL VALUE:

One (1) Grand Prize is available. The Grand Prize consists of a trip for the winner and one (1) guest from June 5, 2018 through June 10, 2018 to attend the 2018 150th Belmont Stakes taking place on June 9, 2018 at Belmont Park in Elmont, NY. Prize includes: a) round-trip economy class airfare for the winner and one (1) guest from a major airport near winner's residence (as selected at the sole discretion of Sponsor) to the Elmont, NY area; b) five (5) nights hotel accommodations (one room, double occupancy); c) on-site hospitality tickets for the winner and his/her guest at Belmont Park for the duration of the Belmont Stakes Racing Festival (June 7-9); d) a gift basket consisting of Belmont Stakes merchandise and selected gift cards; e) admission to various Belmont Stakes events during the stay, as selected by Sponsor; and f) a chance for the winner ONLY to select his choice for the winning horse of the 150th Belmont Stakes for a chance to win \$150,000 (the "Winner Pick"), as described below. The approximate retail value of the Grand Prize is \$6,450. Actual retail value of the Grand Prize shall depend on winner's point of departure, destination, fare fluctuations and date and time of travel as well as weather.

<u>Winner's Pick</u>: Prior to the official running of the 150th Belmont Stakes on June 9, 2018 at a time to be determined at the direction of Sponsor and no later than one (1) hour prior to post time of the Race, the Grand Prize winner must provide a representative of Sponsor with his/her pick of which horse (the horse's name and number) will win the Race (the "**Winner's Horse**"). Should the Winner's Horse be named as the official winner of the Race by the Race officials, the Grand Prize winner will receive \$150,000 (the "**Winner's Pick Prize**"). In the event there are five (5) or fewer horses that actually run in the Race, the Winner's Pick Prize will not be awarded.

The winner's guest must be twenty-one (21) years of age or older. The guest must also sign and return a Liability/Publicity Release prior to ticketing of travel. Winner and his or her guest must travel together on the same itinerary and possess all required official government required travel documents, including a valid photo ID. Air transportation tickets are non-refundable/nontransferable and may not be valid for upgrades and/or frequent flyer miles. Winner and winner's guest are responsible for all costs and expenses associated with prize acceptance and use not specified herein as being provided, including, but not limited to, additional meals, health and travel insurance, gratuities, applicable taxes, incidentals, and all other expenses not specifically mentioned above including, without limitation, room service, airport departure taxes, baggage costs, personal items, in-room movies, and taxis. All air transportation tickets are subject to the vagaries of flight variation, work stoppages and schedule or route changes. ARV for Grand Prize may vary depending upon points of departure and destination and fare fluctuations. If the closest airport to winner's home is in close enough proximity to prize destination city so that, as Sponsor may determine in its sole discretion, a flight is unnecessary, such prize winner will receive alternate transportation from the Sponsor with no further obligation to the winner. Prize winner will not receive cash or any other form of compensation if actual value of the Prize is less than the prize ARV in these Official Rules. Sponsor reserves the right to structure the travel route and select hotels in its sole discretion. In the event winner and/or his/her guest engages in behavior that (as determined by Sponsor in its sole and absolute discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send winner and/or his or her guest home with no further compensation (and Winner and their guest may be liable to the Sponsor or any third parties for any loss, injury or damage they may have caused), and the winner will forfeit his/her right to participate in the Winner's Pick. Winner and guest must comply with all venue rules and regulations.

Grand Prize travel is currently scheduled to take place from Tuesday, June 5, 2018 to Sunday, June 10, 2018. Dates of departure and return are subject to change at Sponsor's sole discretion. If winner is unable to participate in the Grand Prize during the dates designated by Sponsor, the Grand Prize will be forfeited in its entirety. In the event the winner is able to participate in the Grand Prize during the dates designated by Sponsor but any element listed in the prize description does not or cannot take place as scheduled or at all, for reasons including but not limited to scheduling conflicts, cancellations, postponement, an event of force majeure, or for any other reason, then the Sponsor reserves the right to award the remainder of the prize with no further obligation to the winner.

All taxes or expenses, including federal, state, and local income tax, sales tax, luxury tax or other taxes, and any other costs incurred in claiming or enjoying the Grand Prize, and not expressly included in the Grand Prize description, are the sole responsibility of the winner. No transfers, refunds, substitutions or replacements of Prize are permitted except at Sponsor's sole discretion, and then only for a prize of equal or greater value. Any portion of a Grand Prize not accepted or unclaimed and/or unused by the winner will be forfeited and will not be substituted.

GENERAL PRIZE CONDITIONS: No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason. Grand Prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. The Grand Prize winner will receive a 1099 for the actual retail value of the Grand Prize following the awarding of the Grand Prize. Any potential winner must execute and have notarized an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

GENERAL: Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation, unless prohibited by law. Grand Prize Winner may be asked to participate in select publicity activities, as determined at the sole discretion of the Sponsor. Details of such publicity activities shall be determined between Grand Prize Winner and Sponsor. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's or any other

person's computer system or wireless phone which is occasioned by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, 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 Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend. suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winner(s) in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

WINNER'S LIST: Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope to: Belmont Stakes \$150,000 Sweepstakes Winner- Marketing PO Box 90, Jamaica, NY 11417. The name of the Grand Prize winner will also be posted on the Website. All such requests must be received within six (6) weeks after the end of the Promotion Period.