

NYRA 2023 Beat the Big A Showdown Contest
OFFICIAL RULES
NO PURCHASE NECESSARY TO ENTER OR WIN.

THE CONTEST: The Showdown is a series of mythical handicapping contests to take place from February 4 - (each, a “Contest”) on Saturdays during the 2023 race meetings (each, a “Contest Day”) at Aqueduct and Belmont Park. Contest dates are: January 28, February 4, 11, 18, 25, March 4, 11, 25, April 1, 8, 15. Please submit any questions regarding the Showdown series, a Contest, or these Official Rules via email to Showdown@nyrainc.com.

ELIGIBILITY: The Contest is open to legal residents of the continental United States, 18 or older. Employees of The New York Racing Association, Inc. (“Sponsor”), NYRABets, LLC (“NYRA Bets”), and their respective parents, subsidiaries, affiliates, advertising agents and promotional partners, and their immediate families (parent, child, spouse or sibling and their respective spouses, regardless of where they reside) and those living in their same households, (whether or not related) of such individuals are not eligible to enter or win. By participating, entrants agree to be bound by these Official Rules, the NYRA Bets Terms and Conditions (if applicable) which can be found at <https://www.nyrabets.com/terms-and-conditions>, and the decisions of The New York Racing Association, Inc (“Sponsor”), which are binding and final on matters relating to this contest. Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

TO ENTER: Create your Showdown account by visiting NYRA.com/showdown and following the directions to complete and submit the electronic registration form. To enter a Contest, log-in to NYRA.com/showdown using the information provided at time of registration and submit your Contest selections in accordance with these Official Rules. All entries must be received **prior to the first Contest race of the day** to be eligible. Limit one (1) entry per person. Multiple entries from any person will be void. Entries generated by script, macro or other automated or mechanical means or by any means which subvert the entry process are void. All entries become the property of Sponsor.

TO PLAY: On each Contest Day, the specific contest format (described below) and races included in the Contest will be published on the America’s Day at the Races and/or at NYRA.com/showdown. Contestants who fail to comply with these Official Rules, including the minimum selection requirements set forth below, will be disqualified and ineligible to receive any prizes. To play, a contestant must log-in to NYRA.com/showdown and make his or her selections in accordance with that day’s specific contest format. Each Contest will be the following three contests format:

1. **Series Contest.** Select **one (1) horse for each race** included in the day’s Contest. By selecting a horse, contestant is placing a mythical \$5 bet on the horse selected to Win. Contest continues from January 28 through April 12. Leaderboard will continue to populate with each week’s results until the conclusion of the contest.

The number of races included in each Showdown may vary each Contest Day. Please refer to NYRA.com/showdown each day to see which races are included in that day's Contest. Contestants may place their selections only at the Showdown website (NYRA.com/showdown). No selections will be accepted in person, by phone or via e-mail. Contestants may not make more than one (1) selection in each Contest race. The contestant is solely responsible for ensuring that his or her selection is correct. All selections must be made prior to the first Contest race (the "Contest Deadline"). After the Contest Deadline has passed all selections are final and contestants will not be permitted to make any changes. Contestants may review their selections and standings at the Showdown website.

In the event that a contestant's selection is a late scratch (within 10 minutes to post) or declared a non-starter for pari-mutuel wagering purposes, the entrant will receive the actual betting favorite in that respective race. Contestants that select a horse, which is part of a coupled entry or mutuel field, will only receive credit for the horse that is the best finisher out of the coupled entry. For example, if horse 1 and horse 1A finish first and second, respectively, a contestant will only receive credit for a single "Win" for horse 1.

WINNER SELECTION & NOTIFICATION: Potential winners will be determined by contestants' bankrolls after all applicable Contest races have been deemed official by the respective host racetracks. The contestant(s) with the largest total bankroll at the end of each Contest will win the Series Contest Prize (defined below) up to a maximum of 99 winning contestants. In the event of a tie between two (or more) contestants with respect to a Series Contest Prize to be awarded, each winning contestant will receive the full prize, up to a maximum of 99 winning contestants. By way of example, if the largest total bankroll at the end of the Contest Day is \$1,000.00 and ten (10) contestants each have a total bankroll of \$1,000.00, Sponsor will award the full Series Contest Prize to all ten (10) eligible contestants. In the event of a tie for a Series Contest Prize with 100 or more winning contestants, the following tiebreakers will apply: First, the contestant with the most money earned in a single race during the Contest will be ranked above the others. If a tie still remains after the first tie-break procedure has been exhausted, the final tiebreaker will go to the player with the most money earned in the last race wagered in the Contest. This process will continue until the tie is broken.

Sponsor's decision with respect to winner determination is final and binding. Potential winners will receive their prize in their NYRA Bets account or be notified by e-mail with instructions on how to claim the prize and must respond to the initial notification within twenty-four (24) hours of that notification. Sponsor will endeavor to reward the potential Series Contest Prize winners within seventy-two (72) hours of the conclusion of the applicable Contest. If a potential winner does not respond to the initial notification within the time period stated, a prize or prize notification is returned as undelivered, a potential winner is not available to accept prize, cannot be contacted, or fails to sign and return all required documents within the required time period or is not in compliance with these Official Rules, such potential winner may be disqualified and forfeits the prize. In the event that the potential winner is disqualified for any reason, Sponsor may award the

prize to an alternate potential winner in accordance with these Official Rules. Only three (3) alternate winners will be selected for any prize; after which, prize will remain unawarded.

PRIZES & APPROXIMATE RETAIL VALUE (“ARV”): Series Contest Prize: For Contest format 4, a grand prize will be distributed to the over-all mythical bankroll leader in the series of two tickets to the 2023 Belmont Stakes Racing Festival (Friday and Saturday event tickets). ARV: \$1,100. If the prize winner cannot personally use the tickets for the Belmont Stakes Racing Festival, they may designate another person to receive the tickets. Tickets cannot be redeemable for cash.

PUBLICITY GRANT: Each winner, by acceptance of prize, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information, for advertising, trade and promotional purposes, in any manner, in any and all media now known or hereafter discovered, worldwide in perpetuity, without further compensation or notification to, or permission from, winner.

GENERAL CONDITIONS: By participating, each entrant agrees (a) to abide by these Official Rules, NYRA Bets Terms and Conditions (if applicable), and decisions of Sponsor and contest administrators selected by Sponsor, which shall be final and binding in all respects; and (b) that Sponsor, NYRA Bets, and their respective parents, subsidiaries, affiliates, advertising agents and promotional partners, and all of their respective officers, directors, employees, representatives and agents (collectively, “Released Parties”) will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize (including any travel or activity related thereto) or participation in this contest. Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered or garbled entries or email; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the contest, the processing of entries, the announcement of the prizes or in any contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the contest. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website or who are in violation of these Official Rules or the NYRA Bets Terms and Conditions (if applicable) or who act in an unsportsmanlike or disruptive manner,

as solely determined by Sponsor, will be disqualified and all associated entries will be void. If, for any reason, the contest is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this contest, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the contest in whole or in part. In such event, Sponsor reserves the right to award any remaining prizes in a manner deemed by Sponsor, in its sole discretion, to be fair, appropriate and consistent with these Official Rules and Sponsor, its subsidiaries and affiliates, and their respective employees, officers, directors and agents shall have no further liability to any contestant in connection with the Contest. All rulings, determinations, and judgements by Sponsor are final. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules and NYRA Bets Terms and Conditions (if applicable). Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses.

DATA PROTECTION: Information and personal data submitted in connection with this contest will be used in accordance with Sponsor's Privacy Policy, available at <https://www.nyrainc.com/privacy-policy>.

DISPUTES: THIS CONTEST IS GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. EXCLUSIVE JURISDICTION AND VENUE FOR ALL MATTERS RELATED TO THIS CONTEST SHALL BE IN THE STATE COURTS OF NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK, AND SPONSOR AND ENTRANT HEREBY AGREE AND CONSENT TO SUCH JURISDICTION AND VENUE. As a condition of participating in this Contest, entrant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York having jurisdiction. Further, in any such dispute, under no circumstances shall entrant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than entrant's actual out-of-pocket expenses in connection with entering this Contest.

WINNERS LIST: For the names of the winners (available at the conclusion of each Showdown series), please visit NYRA.com/showdown or send a #10 self-addressed stamped envelope with the name of the applicable Contest to: The New York Racing Association, PO Box 90, Jamaica NY 11417, Attention: Showdown, for receipt no later than December 10, 2023.

SPONSOR: The New York Racing Association, Inc. PO Box 90, Jamaica NY 11417.