

2023 BREEDERS' CUP BETTING CHALLENGE
November 3 & 4, 2023
OFFICIAL RULES

1. PLAYER'S BANKROLL: The 2023 Breeders' Cup Betting Challenge (the "Tournament" or "BCBC") is a "real money" handicapping challenge. Players will be required to deposit \$10,000, of which \$7,500 will be the players' bankroll (each, a "Bankroll") for wagering during the Tournament. The \$2,500 balance will be used for the prize pool as set forth in Section 4. At the conclusion of the Tournament, any dollar amount remaining in the Bankroll — whether it grows to \$100,000 or falls to \$100 — remains the property of the player.

2. TO ENTER: Please register at www.Breederscup.com/BCBC. Participants who want to play the BCBC from home may need to register for the Tournament online when online site(s) are prepared to receive registrations prior to the Tournament.

3. FORMAT: Tournament races will include **ALL** live races from Santa Anita on Friday, November 3, 2023, and live races through the final Breeders' Cup Championship race on Saturday, November 4, 2023. Tournament races include the Breeders' Cup Championship races and all the undercard races prior to the final Championships race on Saturday; Tournament races are not limited to only the Breeders' Cup Championships races. The Tournament will end on Saturday, November 4, 2023, with the final Breeders' Cup Championship race. Wager types permitted are Win, Place, Show, Exacta, Trifecta and Daily Double only. Special Two-Day Doubles and Special Distaff/Classic Daily Double are not part of the Tournament and wagers are not permitted on these doubles. To avoid penalty, players must comply with the minimum wagering requirements set forth herein. Notwithstanding the foregoing, players may bet more than the minimum requirements at any time during the Tournament but are still required to meet the betting minimums set forth herein.

By the end of Friday, November 3, 2023, a minimum of \$600 must be wagered per race on a minimum of three (3) of the five (5) Breeders' Cup Championship races occurring on Friday, November 3, 2023. By the end of Saturday, November 4, 2023, a minimum of \$600 must be wagered per race on a minimum of seven (7) of the nine (9) Breeders' Cup Championship races occurring on Saturday, November 4, 2023. **Please note: For Daily Doubles to count toward the minimum wager requirements, the first leg of the double must be a Breeders' Cup Championship race.** If a player makes all but one (1) of the required minimum \$600 wagers (three (3) of the five (5) Friday Breeder' Cup Championship races and seven (7) of the nine (9) Saturday Breeders' Cup Championship races), Ten Thousand (10,000) points will be deducted from the player's total score. If a player fails to make two (2) or more of the required minimum \$600 wagers over the entire two days (three (3) of the five (5) Friday Breeder' Cup Championship races and seven (7) of the nine (9) Saturday Breeders' Cup Championship races), the player will be disqualified from the BCBC but permitted to keep the player's remaining Bankroll. In addition, if a player fails to wager a minimum of \$7,500 over the two days of Breeders' Cup World Championship Races, the player will be disqualified. Notwithstanding the foregoing, the failure to either (1) wager the minimum number of races at \$600 per race (as set forth above) or (2) wager the \$7,500 total minimum wager over the two days will result in disqualification unless the tournament official determines in his sole discretion that outside factors affected the player's ability to wager the minimum amount.

No simulcast races from other venues may be the subject of wagers within the Tournament. There are no caps on payouts. The player with the highest score, (which is calculated by taking the player's total Bankroll plus any applicable tax withholdings less any applied penalties) after the final Breeders' Cup Championship race on Saturday, November 4th is the Grand Prize winner. If there is a tie between players, see Section 9 below.

4. ESTIMATED PRIZES: Of the \$10,000 buy-in, \$2,500 will be placed in a separate prize pool and the remaining \$7,500 will be the player's beginning Bankroll. For example, if 500 players enter the Tournament, the cash prize pool will be \$1,250,000.

The estimated final prize pool based on 500 players is as follows. Should the actual number of entries differ from 500, the actual prize money awarded to each of the top 20 will be adjusted proportionally.

1st = \$360,000	6th = \$60,000	11th = \$25,000	16 th = \$12,000
2nd = \$240,000	7th = \$50,000	12th = \$20,000	17 th = \$11,500
3rd = \$130,000	8th = \$40,000	13th = \$17,500	18 th = \$11,000
4th = \$90,000	9th = \$35,000	14th = \$15,000	19 th = \$10,500
5th = \$70,000	10th = \$30,000	15th = \$12,500	20 th = \$10,000

In addition to cash prizes, **berths to the National Horseplayers Championship ("NHC") will be awarded to the top fifteen (15) finishers in the Tournament.** A hotel stay (up to \$700) will be covered for the National Thoroughbred Racing Association event or upgraded for those already qualified. If for any reason one of the top fifteen (15) official finishers cannot attend or has already dual-qualified for the NHC, the next highest placing contestant will receive the NHC berth. Only fifteen (15) NHC spots will be awarded. Depending on a particular situation, Santa Anita and Breeders' Cup may assign an alternate qualifier. NHC TOUR POINTS: This is an official NHC Tour event. Per the NHC, NHC Tour points will be awarded in accordance with the official 2022 NHC Tour rules, which can be found at www.nhctour.com.

Players must be 2023 Tour members to earn Tour points. If a BCBC participant is not already a 2023 NHC Tour member at the time of the Tournament, Breeders' Cup will provide payment for the participant's 2023 NHC Tour membership as a result of the player's participation in the BCBC.

In addition to the final day prize pool mentioned above, the highest 5 scores from the entries that participate "onsite only" will win a full berth to the corresponding contest below at the end of day one. Only players who attend at Santa Anita and participate in the BCBC through the self-betting machines in person at Santa Anita are eligible for the following prizes at the **end of day one**:

1 st	January, 2024 Pegasus entry (\$6,000 estimated value)
2 nd	July 2024 Del Mar Summer Challenge (\$6,000 estimated value)
3 rd	June, 2024 NYRA Belmont Stakes Challenge entry (\$5,000 estimated value)
4 th	April, 2024 Keeneland Grade One Gamble entry (\$3,500 estimated value)
5 th	June, 2024 Monmouth Park Pick Your Prize entry (\$2,000 estimated value)

There will be no cash substitute or cash awarded should entry fee be less than the estimated value above.

The BCBC Compliance Officer will review and audit all unofficial results of the Tournament for a period of ten (10) days following the end of the Tournament on November 5, 2023, through and including November 14, 2023, or such other date as Breeders' Cup Limited may, in its discretion, deem appropriate (the "BCBC Review Period"). Any player may file a written complaint concerning any unofficial result(s) of the Tournament to the BCBC Compliance Officer at compliance@breederscup.com during the first five (5) days of the BCBC Review Period, through and including November 9, 2023 ("Player Examination Period"). Any complaint received after the expiration of the Player Examination Period shall be disregarded. Upon the conclusion of the BCBC Review Period, the official results of the Tournament will be announced and the prizes included in Section 4 herein will be awarded.

5. PLAYER CARDS: Each participant at a live venue will be issued a player card to be used to make all Tournament wagers. This account-wagering card contains the "real money" bankroll of \$7,500. Upon receipt, participants should test the card in self-service machines (or as directed at satellite locations) to become familiar with placing wagers and ensure the card is working properly. If a player loses his/her card or the card is not working, the player is responsible for immediately reporting the issue to Tournament officials so they may resolve the problem. Players must make only Tournament wagers on this card. Each participant online will not be issued a player card by the ADW but instead an account and password for Tournament play.

6. PLACING WAGERS: All BCBC wagers may be placed through any self-service machines throughout Santa Anita (each brick and mortar satellite location wagering procedure may vary). Wagers may not be accepted through mutuel tellers at Santa Anita but there are numerous self-betting machines located throughout the facility. There is no requirement for BCBC participants to play in the BCBC from a designated location at Santa Anita. Players must place all wagers personally. No person shall directly or indirectly act as an intermediary, transmitter, or agent in placing wagers for the player, unless authorized by Tournament officials. ADW online participants will place wagers through their assigned BCBC tournament account as directed by the respective ADW.

All official track rulings will apply to wagers placed in the Tournament except as otherwise stipulated. The Tournament will be based on the official placement and mutuel prices at Santa Anita.

It is the player's responsibility to check all mutuel wagers/tickets.

7. TAXES; TAX WITHHOLDING: Liability for any and all federal, state, and local taxes is solely the responsibility of prize winners. CA state tax will be withheld for all non-California residents. Any and all wagers are subject to applicable IRS and CA tax withholdings. Only the net amount of a winning wager subject to withholdings (the amount the player received after the IRS holding) will be available to the player for further wagering in the player's Bankroll; however, the gross amount of such winning wager will be recorded in the player's score.

8. SCRATCHES: If a horse is scratched after a wager is placed, the player has two options: (1) Leave the wager alone and the refund(s) that occur due to the scratch will be credited as placed wagers for the purpose of scoring the tournament and determining if minimums are met; or (2) cancel wagers involving the associated scratched horse(s) and re-bet. In this case, canceled

wagers will not count toward minimums and all new wagers will count. If the player cancels and is unable to re-bet, all rules and penalties shall apply.

9. TIES: In the result of a tie for any prize at the end of day one, the player with the most money earned in the final race of the day (final BCBC race of day one) on Friday, November 3, 2023, will determine the winner. If there is still a tie, the most money earned in the second to last race of the day on Friday, November 3, 2023, will determine the winner. If there is still a tie, the most money earned in the third to last race of the day on Friday, November 3, 2023, will determine the winner and each race thereafter until there is no longer a tie.

On day two, in the result of a tie for a cash prize placing or if there is a tie for fifteenth place in the Tournament and final NHC Championship berth, the player with the most money earned in the final Championship race (final BCBC race) on Saturday, November 4, 2023, will be declared the winner. If there is still a tie, the most money earned in the second to last race of the Tournament on Saturday, November 4, 2023, will determine the winner. If there is still a tie, the most money earned in the third to last race of the Tournament on Saturday, November 4, 2023, will determine the winner and each race thereafter until there is no longer a tie.

10. TOURNAMENT STANDINGS: Officials will supply a link by way of email to real-time standings/scoring to all BCBC participants playing from Santa Anita, satellite locations and online ADWs. Issues related to IRS withholding, late scratches or other matters may either (i) delay the posting of those scores or (ii) cause inaccurate scores to be posted. All standings are unofficial until the final results are through the BCBC Review Period and listed as official. Players are encouraged to maintain an accurate record of their wagers and scoring.

11. AGE INELIGIBILITY / DISCLOSURE: Players must be at least 18 years of age to participate in the Tournament. Players must be at least 21 years of age to participate in the 2023 NHC in Las Vegas. If a player will not be 21 years of age by the start of the 2023 NHC, the next highest BCBC finisher (alternate) will take his/her place at the NHC. The following are ineligible to participate in this contest: (i) licensed trainers and (ii) employees of Breeders' Cup Limited, National Thoroughbred Racing Association, Santa Anita, United Tote, AmTote, Sportech, Gulfstream Park, Monmouth Park, Xpressbet.com, TVG.com, NYRABets.com, HPI or employees of any other ADW or brick-and-mortar location that participates as a BCBC provider.

If any player has an ownership interest of at least 25% in a horse(s) running in any Tournament races, then all involvements must be fully disclosed in advance to Tournament officials. If a player has at least a 25% ownership interest in a horse in a specific race, the player can: (1) choose to bypass that race (not wager on that race) as part of the Tournament; however, the player would still need to reach the minimum number of races by the end of the Tournament or will be assessed a penalty as stated above. (2) Player may also choose to wager on the specific race in which they have an ownership interest. If they choose to wager, then they must only wager on their horse to Win; "on top only" when wagering in the exacta and trifecta pools; and singled in daily double pools. No "box" tickets are permitted and the horse may not be used underneath in exotics.

12. AFFIDAVITS: Affidavits confirming compliance with all the rules of this Tournament will be required of all players. All prize winners acknowledge that if they enter this Tournament under a fraudulent name and/or Social Security number, they will be immediately disqualified from this and all future Tournaments. Positive identification is required of all prizewinners. Positive

identification is a valid government issued ID with a picture and the same address and birth date used on the entry forms, and/or such other form of identification as deemed adequate by contest officials or ADW provider. Social Security information is also the responsibility of the player. Contestants shall play a maximum of two entries. Players with multiple entries are permitted to play the entries in their own names in any way they wish.

13. COLLUSION/OTHER MISCONDUCT: Collusion of entries between horse players is prohibited, as is any attempt to manipulate the results of the Tournament. Collusion is often defined as “an agreement or cooperation especially for an illegal or deceitful purpose”. All players must make his or her own final selection independently of every other player in the contest. Participants in the contest are prohibited from coordinating or manipulating their play with other players, such as (1) sharing the risk of losing amongst different entries of different players; (2) playing the same picks across entries amongst different players and coordinating wagers across different players; and (3) using any strategy among two or more players that results in an unfair advantage. All players must make his or her own final selection independently of every other player in the contest. If Santa Anita or Breeders’ Cup determines, in their sole discretion, that collusion has occurred, the participating player(s) will be immediately disqualified and all prizes will be forfeited. If Santa Anita or Breeders’ Cup concludes, in their sole discretion: (1) a player engaged in or attempted to engage in any act that compromises or could compromise the competitive integrity of the BCBC; (2) tampered with or attempted to tamper with the betting process and/or operation of the BCBC or any player; (3) acted in an unsportsmanlike manner or with the intent to annoy, abuse, threaten, coerce or harass any other player, then such player(s) will also be immediately disqualified and all prizes will be forfeited.

14. WAGERING DATA: Each player permits and unconditionally licenses to Breeders’ Cup Limited and its assignees without compensation the player’s likeness and images, pictures, photos, video, names and specific wagers made during the BCBC for promotional and other purposes. Breeders’ Cup Limited intends to publish the wagers of each player during and following the conclusion of the Tournament.

15. JUDGING AND DISPUTES: Santa Anita and Breeders' Cup Limited reserve the right to interpret all questions and conditions in regard to this Tournament, without claim for damages or recourse of any kind. Santa Anita and Breeders' Cup will decide all questions and definitions covered and not covered explicitly in these rules and their decisions shall be final. By participating in the BCBC, all players agree to Santa Anita’s and Breeders’ Cup’s authority to make any and all such decisions.

16. FORCE MAJEURE: Santa Anita and Breeders’ Cup shall not be liable to any player, or any third party, for failure to run, or a delay in the running of, any races, or in the event any equipment, service, or transmission cannot be provided by Santa Anita and Breeders’ Cup or their respective contractors or sub-contractors due to an act of God, fire, epidemic, casualty, act or decision of a governmental authority, injunction, technical difficulties, failure of satellite or other communications, electrical, telephone or other power transmission lines or facilities, boycott, strike or labor dispute, or any similar or dissimilar cause beyond the control of Santa Anita or Breeders’ Cup. In the event of such occurrence(s), Santa Anita and Breeders’ Cup may terminate this Tournament or suspend and defer its performance of same without incurring any further obligation or liability to player or any third party whose claims are predicated upon the running of, or entry into, the BCBC. Breeders’ Cup is also not responsible for late, lost, interrupted, incomplete, inaccurate or incorrect capture of betting information or for computer, telephone,

cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability or jumbled transmissions, service provider accessibility or availability or unauthorized human intervention, whether caused by Breeders' Cup, Santa Anita, users, any other party, or by any of the equipment or programming associated with the BCBC.

17. RESERVATION OF RIGHTS: These Official Rules are subject to change at any time. Breeders' Cup and Santa Anita reserve all rights, including the right to refuse entry to any individual or to cancel, terminate, modify or suspend the BCBC at any time, if they determine, in their sole discretion, that the BCBC is not capable of running as planned, including, without limitation, as a result of any issue(s) related to any Breeders' Cup Championship race or any technological issues such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this BCBC without liability to either Breeders' Cup or Santa Anita.

18. SEVERABILITY: Any provision hereof prohibited by, or unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision or enforcement of these Rules. Additionally, the unenforceability of any provision in one jurisdiction shall not affect the validity or enforcement of such provision in any other jurisdiction. Void where prohibited or restricted by law. The BCBC is subject to all applicable laws.

19. NO THIRD PARTY BENEFICIARIES/ASSIGNMENT: The provisions of these Rules are not intended to be for the benefit of, or enforceable by, any party other than Santa Anita, Breeders' Cup, and the player. Except for Santa Anita, Breeders' Cup, and the player, no party shall have any right to rely upon or enforce any of the terms and provisions of these Rules. Player shall not assign any rights contained herein.

20. WAIVER; REMEDIES: The failure by one party to require performance of any provision of these Rules shall not affect that party's right to require performance at any time thereafter, nor shall a waiver by one party of a breach by the other party be considered a waiver of any or all subsequent breaches by the breaching party. All rights and remedies provided in these Rules are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties, or otherwise.

21. APPLICABLE LAW: These Rules, including all matters of construction, validity, and performance, shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky. Venue of any action arising out of these Rules shall reside in the Fayette County, Kentucky court system.

22. SPONSOR: ODS Technologies, L.P. d/b/a TVG Network is not a sponsor of the BCBC.

23. RELEASE: By entering the BCBC, you agree on behalf of yourself and your heirs, executors, and administrators (a) to release and hold harmless Breeders' Cup and Santa Anita 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 BCBC 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 and the use by Breeders Cup 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 Tournament itself, and to be bound by all decisions of Breeders' Cup and Santa Anita, which are binding and final.

24. WAIVER: As a condition of entering the BCBC, you agree that: (1) you waive all rights to claim punitive, incidental and consequential damages, and any other damages, 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 the BCBC, 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 the BCBC, but in no event attorneys' fees.

25. ODDS OF WINNING: This is a game of skill, and the odds of winning any prize are dependent upon the number of players and the skill of said players.

26. PRIVACY POLICY: Any information provided in connection with the BCBC will be retained by Breeders' Cup and may be used for marketing, research or other commercial and non-commercial purposes. In addition, Breeders' Cup and its partners and affiliates may send players BCBC promotions or announcements. Any personal information submitted to Breeders' Cup in connection with the BCBC is governed by Breeders' Cup's privacy policy, located at <http://www.breederscup.com/privacy-policy>.