

## **SWEEPSTAKES OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE IN THIS PROGRAM OR WIN ANY PRIZE. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF EARNING POINTS OR WINNING PRIZES. VOID IN PUERTO RICO, THE US VIRGIN ISLANDS, GUAM, OUTSIDE THE UNITED STATES, AND WHERE PROHIBITED BY LAW. SUBJECT TO ALL FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES.

**1. PROMOTION PERIOD.** The Xpressbet 'Win When Abel Wins' Del Mar Giveaway (the "Promotion") begins July 16, 2021 at 12:00 AM Eastern Time ("ET") and ends September 6, 2021 at 11:59 PM ET.

**2. SPONSOR AND ADMINISTRATOR.** The sponsor of this Promotion is Xpressbet, LLC ("Sponsor"). Sponsor's computer is the official time-keeping device for this Promotion. The administrator of this Promotion is Xpressbet, LLC ("Administrator").

**3. ELIGIBILITY.** This Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least 21 years of age at the time of entry. Officers and directors of Sponsor, Administrator, and each of their respective affiliated companies, subsidiaries, sales representatives, suppliers, distributors, consultants, legal counsel, advertising, public relations, promotional, fulfillment, marketing, and judging agencies, website providers, web masters, printers and the agencies or contractors of any of the above organizations, including any entities engaged in the development, production or distribution of materials for this Promotion (collectively, the "Promotion Entities"), and the immediate family Entrants and/or persons living in the household of each Promotion Entity, are not eligible to enter this Promotion or win a prize.

**4. HOW TO ENTER.** During the Promotion Period, make a wager each day that Del Mar races ([Calendar](#)) with your Xpressbet or 1/ST BET account to be entered into the giveaway. If wagering via Xpressbet, you must opt-in to the promotion using the free opt-in tools. If wagering via 1/ST BET, no opt-in is required. Alternatively, you may mail a written request for entry to Xpressbet 'Win When Abel Wins' Del Mar Giveaway c/o Marketing, 200 Racetrack Road, Building 26, Washington, PA 15301. All potential winners are subject to verification before any prize will be awarded.

Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. Automated or bulk entries or entries submitted by third parties will be disqualified. Entries must be submitted by the contestant. Any attempt by any participant to obtain more than the stated number of plays and/or entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that participant's plays and/or entries, and that participant may be disqualified at Sponsor's discretion. Multiple participants are not permitted to share the same email address. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries specifying an invalid, non-working, or inactive email

address will be disqualified and ineligible to win.] You must complete all required information to be eligible to enter. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified.

Any attempt by any entrant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method will void all of that entrant's entries and that entrant may be disqualified at Sponsor's discretion. Multiple entrants are not permitted to share the same email address. Normal Internet, phone and usage charges imposed by your online or phone service may apply. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant or participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win.

**5. WINNER SELECTION:** Each time Abel Cedillo (the "Jockey") wins a race at the Del Mar Thoroughbred Club during the Summer 2021 Meet, one eligible, entered customer will be selected at random to receive a \$100 Betting Voucher. The Winner(s) will be chosen at random among eligible entries by Xpressbet within 72 hours of each victory during the Promotion Period (starting Monday, July 19, 2021) at 5:00 PM ET. One (1) Winner will be selected from eligible participants each time Abel Cedillo wins a Del Mar race during the Promotion Period.

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

**6. PRIZES.** Prize: Each Winner will receive a \$100 Wagering Voucher. Wagering vouchers are different from cash and cannot be transferred, withdrawn or redeemed. Customer has thirty (30) days to use wagering vouchers. Unused wagering vouchers will be retracted after thirty (30) days.

Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes or components of a prize(s). Prize cannot be used in

conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Contest. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY ASPECT OF PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

**7. PRIZE RESTRICTIONS; NOTIFICATION; AFFIDAVITS; TAXES.** Limit one (1) prize per person, per household. Winners will be notified by email. If winner does not comply with these Official Rules or the Program Terms, or if a potential winner is disqualified for any reason, Sponsor will award the prize to another eligible Entrant by random drawing. Sponsor's decisions are final and binding in all matters relating to this Promotion. Potential winners must comply with all terms and conditions of these Official Rules and of the Program Terms, and winning is contingent upon fulfilling all requirements set forth herein. Any leaderboard or other publication of Sponsor providing unvalidated, interim standings between Entrants is provided for informational purposes only. A Entrant is not a winner of any prize, even if a leaderboard should so indicate, unless and until Entrant's eligibility, activities, and the potential winning entry (if relevant) during the Promotion Period have been verified and Entrant has been notified that verification is complete. Sponsor will not accept screen shots, images or copies of a leaderboard, communications of Sponsor generally to all Entrants, or other evidence of winning in lieu of its validation process. All taxes or expenses, including federal and state income tax, sales tax, luxury tax or other taxes, and any other costs incurred in claiming or enjoying a prize, and not expressly included in the prize description in these Official Rules, are the sole responsibility of the prize winner. All prizes are non-transferable. No transfers, refunds, substitutions or replacements of a prize are permitted except at Sponsor's sole discretion, and then only for a prize of equal or greater value. Any difference between the actual value of a prize and the approximate retail value of a prize set forth in these Official Rules may not be claimed and will not be awarded. Any portion of a prize not accepted or unclaimed and/or unused by the winner will be forfeited and will not be substituted.

**8. PUBLICITY RELEASE.** Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's consent for Sponsor or its agents to use and/or publish winner's full name, country, city and state of residence, hometown, photograph or other likeness, entry, pictures, portraits, voice, testimonials, opinions, biographical information (in whole or in part), and/or statements made by winner, worldwide and in perpetuity for promotional purposes, in any media, without further compensation, notice, review, or approval.

**9. AUTHORIZED ACCOUNT HOLDER.** In the event of a dispute over the identity of a Entrant, the Entrant will be deemed to be the authorized account holder of the e-mail subscriber of the applicable Facebook, Twitter or other social sharing account used by the. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute, social sharing site) that is responsible for assigning e-mail addresses for the domain associated with the applicable e-mail address.

**10. PRIVACY; RIGHT TO CANCEL, MODIFY.** Any personal information sent to, shared with or collected by Sponsor or Administrator in connection with this Promotion is subject to Sponsor's Privacy Policy found at <https://app.1st.com/privacy>, and you understand that you are providing such information to Sponsor and Administrator and not to Facebook, Twitter, Inc., or Instagram, Inc. By entering, Entrants acknowledge and agree that the Promotion Entities, Facebook, Inc., Twitter, Inc., or Instagram, Inc., and each of their respective parents, subsidiaries, and affiliates, and all of their respective officers, directors, employees, representatives, agents, successors, and assigns (the "Released Parties"), are not responsible, and shall have no liability, for: (a) entries that contain incomplete or inaccurate information, whether caused by Entrants or by any of the equipment or programming associated with or utilized in this Promotion, or do not otherwise comply with or violate these Official Rules; (b) prize claims, responses or notifications that are lost, late, incomplete, illegible, unintelligible, damaged, garbled, misdirected, or otherwise not received by Sponsor or its agents for any reason; (c) any typographical or other error in the printing or advertising of this Promotion, the administration or execution of this Promotion, or in the announcement of prize winners; (d) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries; (e) failed or unavailable hardware, network, software or telephone transmissions, damage to Entrants' or any person's computer and/or its contents, or causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; or (f) if a prize, or a prize component, cannot be awarded due to shipping delays or interruptions due to acts of God, natural disasters, terrorism, weather or any other similar event beyond the Sponsor's reasonable control. If Sponsor determines, in its sole discretion, that this Promotion cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Promotion, or if this Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right to terminate this Promotion, to void the entries at issue, and/or modify this Promotion and/or award the prize(s) from among the eligible, non-suspect entries received up to the time of the termination date. If this Promotion is terminated or modified due to technical difficulties or unforeseen events prior to the expiration date of the Promotion Period, notice will be posted at the Website. No more than the stated number of prizes will be awarded.

**11. WARNING.** Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of this Promotion, or with the Website or any other websites or social sharing sites promoting this Promotion; or (b) acting in violation of these Official Rules or the Program Terms. Sponsor reserves the right to void all actions taken, or Points earned and made through any robotic, automatic, mechanical, programmed or similar activity duplication method and to disqualify any individual using such a method of sharing or posting on social networks. Any attempt by a Entrant or any other person to deliberately damage the Website or undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws; and should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorneys' and

experts' fees) from any such Entrant or other person to the fullest extent permitted by law, including seeking criminal prosecution.

**12. RELEASE OF LIABILITY; DISCLAIMER OF WARRANTY; FORUM SELECTION CLAUSE.** This Promotion is subject to all applicable federal, state, and local laws. By participating in this Promotion, Entrants and winners agree to indemnify, release and hold harmless the Released Parties from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, tax liabilities, property damage, personal injury (including emotional distress), and/or death caused, directly or indirectly, from the awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Promotion or any promotion or prize-related activities, and for any claims or causes of action based on publicity rights, defamation or invasion of privacy. The Released Parties assume no responsibility for any injury or damage to Entrants or to any other person's computer, regardless of how caused, relating to or resulting from entering or downloading materials or software in connection with this Promotion. Entrants and winners acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any prize, including, but not limited to, express warranties provided by the manufacturer of the goods or their affiliates. THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF [STATE] WITHOUT RESPECT TO ITS CONFLICT OF LAW DOCTRINES. Entrant agrees that, by entering the Promotion, (i) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prize awarded, shall be resolved individually without resort to any form of class action, and exclusively before a state or federal court located in (County & State) and having jurisdiction; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorney's or experts' fees; and (iii) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, including reasonable attorneys' fees, and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. Only the number of prizes stated in these Official Rules is available to be won in the Contest. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY ASPECT OF PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

**13. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF.** Each Entrant understands and acknowledges that the Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas may be competitive with, similar or identical to the Content Submission and/or each other in theme, idea, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Sponsor does not now and shall not

have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Content Submission. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Content Submission or other material submitted in connection with the Promotion, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Content Submission or any material based on or allegedly based on the Content Submission, and the Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

**14. LIST OF WINNERS.** For a list of prize winners, before fourteen (14) days after the winners have been selected, send a self-addressed stamped envelope to: Xpressbet 'Win When Abel Wins' Del Mar Giveaway, c/o Marketing, 200 Racetrack Road, Building 26, Washington, PA 15301. Vermont residents may exclude return postage.

Sponsor shall not be liable for technical, pictorial, typographical or editorial errors or omissions contained herein. Copyright ©2021 Xpressbet, LLC. All trademarks and/or logos are trademarks of their respective owners in the United States and/or other countries. All rights reserved. This promotion is in no way sponsored, endorsed or administered by Facebook, Inc., Twitter, Inc., or Instagram, Inc.

**ABBREVIATED RULES: NO PURCHASE NECESSARY.** Void where prohibited by law. This Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least 21 years of age. Promotion begins July 16, 2021 at 12:00 AM Eastern Time ("ET") and ends September 6, 2021 at 11:59 PM ET. Customers must make a wager on a promotion day through their Xpressbet or 1/ST BET account to be entered into that day's giveaway. Alternatively, you may mail a written request for entry to Xpressbet 'Win When Abel Wins' Del Mar Giveaway, c/o Marketing, 200 Racetrack Road, Building 26, Washington, PA 15301. The maximum prize available is \$100, given away within 72 hours each time Abel Cedillo wins a race at the Del Mar Thoroughbred Club during the promotion dates. Odds of winning are based on the number of eligible entries received and timing of submissions. For complete rules and eligibility requirements send a self-addressed, stamped envelope to Sponsor at Xpressbet 'Win When Abel Wins' Del Mar Giveaway, c/o Marketing, 200 Racetrack Road, Building 26, Washington, PA 15301. To view the complete rules, please visit <https://www.xpressbet.com/abel-cedillo-sweepstakes>. This promotion is in no way sponsored, endorsed or administered by Facebook, Inc., Twitter, Inc., or Instagram, Inc.

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