

2021 LAST CHANCE BREEDERS' CUP BETTING CHALLENGE

Thursday, November 4

Del Mar On-Track or online with Xpressbet or NYRA Bets

OFFICIAL RULES as of 10-7

1. **CONTEST, DEPOSIT and BANKROLL:** The 2021 Last Chance Breeders' Cup Betting Challenge ("Contest") is a "real money" handicapping contest of skill conducted on-track at Del Mar or online through Xpressbet or NYRA Bets. Players will be required to deposit \$1,000, of which \$750 will be the players' bankroll (the "Bankroll") for wagering during the Tournament. The \$250 balance will go to the prize pool. At the conclusion of the Tournament, any dollar amount remaining in the player's Bankroll — whether it grows to \$10,000 or falls to \$100 — remains the property of the player.

2. **TO ENTER:** Participation is On-Track at Del Mar or online with NYRA Bets or Xpressbet only.

For Del Mar on-track or NYRA Bets: Register at <https://www.dmtc.com/calendar/detail/BCBCLastChance>

The deadline to register for Del Mar on-track or NYRA Bets participation is 9:00 p.m. Pacific Time on Wednesday, November 3.

For Xpressbet: Register at <https://www.xpressbet.com/tournaments>

The deadline to register through Xpressbet is 12 noon Pacific Time on Thursday, November 4.

A valid account with Xpressbet or NYRAbets must exist before participating in the Contest online.

3. **FORMAT:**

Races: Contest races will include ALL live races from Del Mar (8 expected, 12:30 pm first post) on Thursday, November 4, 2021.

Wagers: Wager types permitted are Win, Place, Show, Exacta, Trifecta and Double only. For Contest purposes, Double wagers count towards the race in which the wager was made, not when the wager is paid out. All other wager types are not permitted and will subject players to disqualification.

PLAYERS MAY WAGER ANY AMOUNT OF THEIR BANKROLL, INCLUDING WINNINGS, AT ANY TIME. A MINIMUM OF \$200 MUST BE WAGERED PER RACE ON AT LEAST THREE (3) RACES AND PLAYERS MUST WAGER A MINIMUM TOTAL OF \$750 DURING THE CHALLENGE.

Should a player fail to bet the required minimum number of races (3) at the minimum wager amount (\$200 on three races plus \$150 additional) required, the player will be disqualified from all prizes unless the tournament officials in their sole discretion determine that outside factors affected the player's ability to wager the minimum amounts. 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 last Del Mar race is the First Place winner. The remaining balance for those playing online will be transferred to your main online accounts.

4. **PRIZES:** 100% of the total prize money pool will be returned in BCBC entries and cash.

If 200 players enter, the prize pool will be \$50,000 and 5 BCBC entries awarded to 1st through 5th place.

If 240 players enter, the prize pool will be \$60,000 with 5 BCBC entries and additional cash prizes.

1st Place = \$5,000 & BCBC

4th Place = BCBC

2nd Place = \$2,500 & BCBC

5th Place = BCBC

3rd Place = BCBC

6th Place = \$2,500

If 260 players enter, the prize pool will be \$65,000 with 5 BCBC spots awarded and additional cash prizes.

1st Place = \$5,000 & BCBC

5th Place = BCBC

2nd Place = \$2,500 & BCBC

6th Place = \$5,000

3rd Place = BCBC

7th Place = \$2,500

4th Place = BCBC

If 280 players enter, the prize pool will be \$70,000 with 6 BCBC spots awarded and additional cash prizes.

1st Place = \$5,000 & BCBC
2nd Place = \$2,500 & BCBC
3rd Place = BCBC
4th Place = BCBC

5th Place = BCBC
6th Place = BCBC
7th Place = \$2,500

If 300 players enter, the prize pool will be \$75,000 with 6 BCBC spots awarded and additional cash prizes.

1st Place = \$8,000 & BCBC
2nd Place = \$4,000 & BCBC
3rd Place = BCBC
4th Place = BCBC

5th Place = BCBC
6th Place = BCBC
7th Place = \$3,000

Cash Prizes will be scaled \$250 per entry up or down proportionately based on the above prizes and final number of entries. Final prizes will be confirmed and distributed to participants at the beginning of the Contest.

Breeders' Cup Betting Challenge (BCBC): 2021 BCBC November 5 & 6 entries to be awarded. Please note that the BCBC entries are fully transferable to another person. There is no cash option or other alternative to the BCBC entry.

5. ACCOUNT WAGERING:

On-track: Each participant at Del Mar will be issued an account-wagering card to be used to make all Contest wagers. This card contains the "real money" bankroll of \$750. Upon receipt, participants should test the card in self-service machines (or as directed) to become familiar with placing wagers and ensure the card is working properly. All Contest wagers may be placed through any self-service machine throughout Del Mar. Wagers will not be accepted through mutuel tellers. If a player loses his/her card or the card is not working, the player is responsible for immediately reporting the issue to Contest officials so they may resolve the problem. Players must make only Contest wagers on this card.

Online: Each participant online will receive an account and password for Contest play on their ADW account. ADW online participants will place wagers through their assigned Contest account as directed by the respective ADW.

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 Contest Officials. All official track rulings will apply to wagers placed in the Contest except as otherwise stipulated. The Contest will be based on the official placement and mutuel prices at Del Mar. It is the player's responsibility to check his or her wagering history.

6. TAXES AND WITHHOLDING: For any wager that triggers tax withholding, the withholding amount will be automatically deducted from the player's bankroll. For Challenge scoring purposes, withholding is added back into the player's score. Liability for any and all federal or state taxes is solely the responsibility of prize winners. Without a valid taxpayer identification number (TIN), prize award payouts will be subject to backup withholdings of 30%. A California tax withholding of 7% may apply to cash prize winners residing outside of California when the total payments or distributions is greater than \$1,500 for the calendar year.

7. SCRATCHES/NON-STARTERS: If a horse is scratched after a wager is placed, it is the player's responsibility to change his/her selection prior to the race subject to all other Contest wagering rules. If a player is unable to change his/her selection(s) due to a gate scratch or late scratch, Contest officials will rule on a case by case basis whether the scratch prohibited the player from wagering the minimum amount of races or minimum Contest total. The player may not be assessed a penalty for such particular action (but still may be subject to penalties in the future) for falling short of the rules assuming he/she had placed wagers on the specific scratched horse and those wagers would have surpassed minimum per race requirements. No penalties will be assessed on wagers involving any horses ruled as non-starters by stewards.

8. TIES: In the result of a tie, cash prize money will be divided equally among the players involved. If there is a tie for the last prize position that offers a BCBC entry, the player with the most money wagered during the Contest

will be declared the winner. If there is still a tie, the player with the most money wagered in the last race, then, most money wagered in the second to last race, etc., until a winner is declared.

9. **STANDINGS:** Participants will be emailed a standings link. Officials will endeavor to update the standings shortly after each race but various issues could delay the process. All standings are unofficial until the final results are audited and posted. Players are encouraged to maintain an accurate record of their wagers and scoring.

10. **AGE INELIGIBILITY / DISCLOSURE:** Players must be at least 18 years of age to participate in the Tournament.

The following are ineligible to participate in this contest: (i) licensed trainers and (ii) employees of Breeders' Cup Limited, DMTC, AmTote, Xpressbet.com, NYRABets.com or employees of any other ADW that participates as a provider.

In races involving horse owners with a horse in any contest race, the horse owners must wager according to the California Horse Racing Board rules. No owner, authorized agent or trainer having a horse entered in a race shall wager on, or include in any wager, any other horse competing in such races to finish first regardless of whether such wager is "exotic" or "conventional".

11. **AFFIDAVITS:** Affidavits confirming compliance of all Contest rules will be required of all players. All players acknowledge that if they enter the Contest under a fraudulent name and/or Social Security number, they will be immediately disqualified from this and all future contests held by DMTC. Positive identification is required of all prizewinners.

12. **JUDGING AND DISPUTES:** Each participant acknowledges and expressly agrees that Contest Officials shall have the sole and exclusive right to interpret all questions and conditions in regard to the Contest and all decisions of shall be final and binding and by entering each participant waives and forever relinquishes any and all claims for damage or recourse of any kind or nature whatsoever, whether legal, equitable or otherwise. Contest Officials reserve the right to amend the rules and change, alter or cancel the Contest at any time for any reason or no reason without prior notice. If for any reason there is a cancellation of races, the contest may be based on the races completed during the event or substitute races may be assigned by Contest Officials. Contestants shall play a maximum of two entries. All players must make their own selections independently of every other player in the contest. Collusion of entries between horse players is prohibited, as is any attempt to manipulate the results. Participants are prohibited from (1) coordinating their selections with other players, such as two or more players coordinating multiple bankrolls wagering on one particular race and covering several different horses in a pattern that would be viewed as an unfair advantage, (2) sharing the risk of losing amongst different entries of different players and (3) playing the same picks across entries amongst different players and coordinating wagers across different players. If Contest Officials conclude, in their sole and absolute discretion: (1) a player engaged in or attempted to engage in any act that compromises or could compromise the competitive integrity of the Challenge; (2) tampered with or attempted to tamper with the betting process and/or operation of the Challenge 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 will be disqualified. Players with two entries are permitted to play the entries in their own names in any way they wish.

13. **RELEASE AND WAIVER OF LIABILITY:** By participating in the Contest, participants agree to release, defend, indemnify and hold harmless each of Del Mar and Breeders' Cup Limited and each of their respective corporate affiliates, advertising and promotion agencies, directors, officers, employees, representatives and agents (collectively, the "Released Parties") from and against any and all liability claims or actions of any kind whatsoever (however named or described) for injuries, death, damages or losses to persons and property which may be sustained in connection with: (i) your participation in the Challenge; and (ii) the receipt, use or misuse of any prizes awarded in connection therewith, or while preparing for, participating in, and/or traveling to any Contest-related activity, including those damages caused by any Released Party's own negligence. Del Mar and Breeders' Cup Limited expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use or misuse of any prizes awarded in connection with the Contest. In

consideration for receipt of any prize awarded in connection with the Contest, each individual hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of such individual's name, photograph, likeness (including his/her voice), biographical information and statements concerning the Contest, in any and all advertising, promotions and other publicity conducted by Del Mar, and each of their respective corporate affiliates.

14. NOTICE TO ONLINE PARTICIPANTS: The Released Parties shall not be liable for problems uploading or downloading any Contest-related information from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by online providers on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in the Contest. If applicable, mass entries or entries generated by a script, macro or use of automated devices will be disqualified, as well as any individual participant determined to be tampering with the entry process or the operation of this Contest or web site or otherwise acting in violation of these Rules and Regulations.

15. 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.

16. 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.

17. APPLICABLE LAW. These Rules, including all matters of construction, validity, and performance, shall be governed, construed, and enforced in accordance with the laws of California.