## OFFICIAL RULES KENTUCKY DERBY FASHION CONTEST PRESENTED BY SANTA ANITA PARK SATURDAY, MAY 4, 2024

These are the Official Rules for the 2024 "Kentucky Derby Day Fashion Contest," presented by Santa Anita Park to win two (2) overall grand prizes to be given away on-track at Santa Anita Park on May 4, 2024 (the "Contest"). The Kentucky Derby Day Fashion Contest will be comprised of two categories: Best Derby Attire (Individual) and Best Derby Attire (Duo). There will be one (1) overall winner from each category, who will receive the grand prizes. Each participant's odds of winning are dependent upon the number of official entries received as of the deadline for the contest (i.e., the odds of winning one prize are one (1) out of the total number of participants that have completed an entry form).

## NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

- 1. ELIGIBILITY. The Contest is open to U.S. residents 18 years of age or older, except employees and immediate family members (spouse, parents, siblings and children) of Los Angeles Turf Club, Inc. (the "Promoter"), and its parent companies, subsidiaries, affiliates, directors, officers, owners, employees and agents, its advertising and promotional agencies, or any other company engaged in the development, production, distribution or sponsorship of this Contest. VOID WHERE PROHIBITED. Contest rules will be strictly enforced. Limit one (1) entry per person during the Contest.
- 2. HOW TO ENTER. To enter this Contest, the participant must complete an official Fashion Contest entry form available at the sign-up location at Santa Anita Park. Entries must be filled out completely. Incomplete entries or those not complying with the Official Rules are subject to disqualification. After completing the information on the entry blank, the entrant must submit the entry blank to the sign-up location attendee. All entrants must be present during the live judging portion and must appear before the panel of judges to be considered for a prize.
- 3. CONTEST TIMING. The deadline to deposit entries to the sign-up location is May 4, 2024, at 2:00 p.m. Pacific Time. The Contest registration begins at 10:00 a.m. Pacific Time on May 4, 2024. The live judging portion of the contest will begin after entries close at 2:00 p.m. on May 4, 2024. Contestants present at the time of the judging will line up and appear before the judges who will then choose their 10 finalists and then two (2) overall winners. There is no benefit or downside to any contestant signing up early or late. The sign in location will be open throughout the day for the convenience of the contestant to provide their information but all contestants will be considered the same and there is no need to sign up hours in advance.
- 4. JUDGING. From all eligible entries properly submitted, the panel of independent and professionally qualified fashion industry contest judges selected by Santa Anita Park will determine five (5) finalists for the Best Derby Attire (Individual) category and five (5) finalists for the Best Derby Arrire (Duo) category using the criteria of beauty, and appeal.
  - a. Only those contestants who appear before the judges will be considered official entrants and all contestants must be present to become a finalist or win the grand prizes.
  - b. All finalists will be announced immediately following the conclusion of the live judging after the judges confer for a brief time. Each participant's **odds of winning are dependent upon the number of official entries received as of the deadline for the drawing (i.e., the odds of winning one prize are one (1) out of the total number of participants that have completed an official entry form)**. In the event of a tie at any judging state, a member of the executive team, the event coordinator from Santa Anita Park, will break the tie and declare the winner. Each finalist will be notified via live announcement at Santa Anita Park via microphone in the same event location that the live judging occurred. The judges' decisions will be considered final and binding. There will not be any appeals heard from non-winners to re-consider on their behalf.
  - c. The 10 finalists will be announced and brought together for photos and there, the judges will again view the finalists to determine the winners of the Best Derby Attire (Individual) and the Best Derby Attire (Duo). Judges will confer during this time and will determine their two (2) final grand prize winners. The winners

will be announced and awarded their prizes on-site. The winner will take photos for the purpose of promotion and announcement by Santa Anita Park.

d. Each winner must claim his/her prize on May 4, 2024 (the "deadline"). All prizes will be awarded at Santa Anita Park. A prize not claimed by the deadline will be forfeited. The Promoter reserves the right to select another participant, in such instance where a finalist does not show up for the winner's ceremony and award the prize to an alternate participant.

Grand Prizes for "Best Derby Attire (Individual)" will receive

- \$1,000 Cleobella Gift Card
- Private style & makeup consultation provided by Nordstrom Arcadia
- \$100 Gift Card to the Derby Resturant

Grand Prizes for "Best Derby Attire (Duo)" will receive

- \$500 Trina Turk Gift Card
- A "Day at the races" in Front Runner with a \$100 dining credit
- Two night stay at the Le Meridien in Arcadia
- \$100 Gift Card to The Derby Restaurant in Arcadia
- \$100 Gift Card to Champions Gift Shop

Prizes are not transferable to any other person, including relatives or friends. No substitutes or exchanges (including for cash) of prizes will be permitted, except that the Promoter reserves the right to substitute items of equal or greater value for each prize. Any substituted prizes shall be awarded "AS IS" and "WITHOUT WARRANTY OF ANY KIND," express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Winners are responsible for payment of all federal, state and local taxes on the prizes awarded.

5. LIMITATION OF LIABILITY. By entering the Contest, the entrant releases Promoter its parent companies, subsidiaries, affiliates, directors, officers, owners, employees and agents, its advertising and promotional agencies, or any other company engaged in the development, production, distribution or sponsorship of this Contest from any liability whatsoever and waives any and all causes of action related to any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest or the delivery, miss-delivery, acceptance, possession, use of or inability to use the prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity, privacy or defamation, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

Neither the Promoter nor any of its parent companies, subsidiaries, affiliates, directors, officers, owners, employees and agents, its advertising and promotional agencies, or any other company engaged in the development, production, distribution or sponsorship of this Contest will be responsible for: (a) any late, lost, misrouted or damaged entries; (b) any Contest disruptions, injuries, losses or damages caused by events beyond the control of the Promoter; or (c) any printing or typographical errors in any materials associated with the Contest.

The Promoter and its parent companies, subsidiaries, affiliates, directors, officers, owners, employees and agents, its advertising and promotional agencies, or any other company engaged in the development, production, distribution, or sponsorship of this Contest accepts no responsibility for lost, late, illegible, stolen, misdirected, postage due or mutilated entries.

6. LICENSES. By entering the Contest, and in consideration for being awarded a grand prize, the winners understand that the Promoter (Santa Anita Park) and its parent companies, subsidiaries, affiliates, directors, officers, owners, employees and agents, its advertising and promotional agencies, or any other company engaged in the development, production, distribution or sponsorship of this contest shall have the right to use the winner's voice, name, image, likeness, actions, statements and photographs for advertising and promotional purposes without further authorization, compensation, remuneration or notification.

7. GENERAL CONDITIONS. By entering the Contest, the participant agrees to be bound by these Official Rules and by the decisions of the Promoter, which are final and binding in all respects. The Promoter reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Contest or any participant's participation in the Contest should causes beyond its control affect the administration, security or proper play of the Contest or if the Promoter is or otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned. As a condition of being awarded the prize, the winner will be required to execute and deliver to the Promoter a signed affidavit of eligibility and acceptance of these Official Rules and a release of liability within 7 days of notification of being a winner.

The Promoter reserves the right at its sole discretion to disqualify any individual who tampers with the entry process. The Promoter further reserves the right to cancel, terminate or modify this Contest if it is not capable of completion as planned by reasons of computer virus, bugs, tampering, unauthorized intervention or technology failures of any sort.

By reason of a printing or other error, more prizes are claimed than the number set forth in these Official Rules, all persons making valid claims will be included in a random drawing to award the advertised number of prizes (which are two (2) during the Contest) available in the prize category in question. No more than the advertised number of prizes (which are one (2) during the Contest) will be awarded.

If for some reason a winner receives a rain check in lieu of the prize, the winner is entitled by law to receive the prize, an item of equal or greater value, or the cash equivalent of the offered prizes within thirty (30) days of the date on which the winner claimed the prize.

The Promoter's decisions are final. All entries submitted become the property of the Promoter and will not be acknowledged or returned. The management of Los Angeles Turf Club, Inc., reserves the right to interpret all questions and conditions regarding this event, without claim for damages or recourse of any kind. All questions and definitions not covered explicitly in these rules will be decided by the management of Los Angeles Turf Club, Inc., with those decisions to be final.

8. DISPUTES. As a condition of participating in this Contest, the applicant agrees that any and all disputes which cannot be resolved between the parties, and any and all 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 in the state of California having competent jurisdiction, which Court shall apply the laws of the State of California without regards for doctrines of conflicts of laws. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or decreased.