# Hollywood Handicapping Challenge

Presented by the PA HBPA and HollywoodRaces.com August 4, 2018

One Day Only! On August 4, 2018 test your handicapping skills with the Hollywood Handicapping Challenge presented by the PA HBPA and HollywoodRaces.com. Contestants will place live money wagers and accumulate real-money bankrolls. Finish the day with the highest bankroll and you win your choice of a cash prize or a seat to the NTRA National Horseplayers Championship February 8-10, 2019 at Treasure Island Las Vegas!

## **Official Rules:**

1. <u>Eligibility</u>

The Handicapping Challenge ("Contest") is open to individuals twenty-one (21) years of age or older. Players must be members of the NTRA National Horseplayers Championship ("NHC") tour as of the start date and start time of the Contest to be eligible to win one of two berths to the 2019 National Horseplayers Championship in Las Vegas. Contest players who wish not to join the NHC Tour will be playing for cash prizes only.

Corporations, partnerships, joint ventures, syndicates, trusts and other non-individual legal entities are not eligible to participate.

Individuals licensed by a racing commission or other governmental agency overseeing racing (including, without limitation, state, federal and National Racing Compact) (a "Licensee") shall identify himself/herself to Sponsor prior to the first Contest race. For purposes of the Official Rules, a Licensee includes, but is not limited to, an owner, trainer, track official, jockey agent and any licensed racetrack employee. An eligible Contest Player must also declare in advance of Contest play if he or she is an immediate family member of a Licensee. For purposes of this Contest, "immediate family members" shall be defined as mother, father, spouse, children, step-children and siblings. Failure to disclose as provided herein may result in disqualification from this Contest and forfeiture of any Contest prizes.

An eligible Contest Player who has an interest – ownership or otherwise – in a horse entered in any of the races designated as part of the Contest in accordance with these Rules will be ineligible to use such races in the Contest. Failure to disclose as provided herein may result in disqualification from this Contest and forfeiture of any Contest prizes.

Individuals residing in jurisdictions where applicable laws prohibit pari-mutuel wagering are not eligible for this contest.

Employees of eBetUSA, Sportech, Penn ADW, LLC and their respective parent companies, affiliates, subsidiaries, directors, employees, contractors, advertising agencies and their respective immediate family members are not eligible for this contest.

Individuals on any state gambling self-exclusion list and/or self-exclusion list of any subsidiary of Penn National Gaming, Inc. are not eligible for this contest.

Sponsor reserves the right to deny any person entry into the Contest for any reason whatsoever.

## 2. <u>How to Enter</u>

The Contest registration begins at Hollywood Casino at Penn National Race Course in Grantville, Pennsylvania on Saturday, August 4, 2018 at the earlier of two (2) hours prior to post time of the first designated Contest Race (see below) or 10:00:00 a.m. Eastern Time ("ET") and continues until post time of the tenth (10<sup>th</sup>) to last Contest Race. Eligible Contest Players must be physically present in the Contest area at Hollywood Casino at Penn National Race Course in Grantville, Pennsylvania and are responsible for providing their own transportation and accommodations at their own cost both to and from the Contest. Contest Players who earn berth(s) through Hollywoodraces.com who do not register by the start of the Contest are disqualified. Contest players can continue to purchase entries until the close of registration.

To enter, Eligible Contest Players must report to the registration table at the Contest area and provide a valid form of photo Identification and, if seeking a potential berth to the 2019 National Horse Players Championship, proof of NHC Tour membership. Acceptable forms of identification include valid state-issued driver's license, valid state-issued photo identification card, valid passport or valid military identification card. Expired identification is defined as invalid and will not be accepted. No other form of identification will be accepted. Eligible Contest Players who are unable to provide an acceptable form of valid identification by the start of the Contest are disqualified. Sponsor reserves the right to determine validity of NHC Tour membership. Basic NHC Tour membership may be purchased at the registration table for Fifty Dollars (\$50) per person.

Contest Players may secure entry in the Contest as follows:

- a. Payment of Entry Fee—Contest Players may pay Two Hundred Dollars (\$200) per entry berth. The entry fee is allocated as follows: Seventy-five Dollars (\$75) to the prize pool; One Hundred Dollars (\$100) for live account wagering; and Twenty-five Dollars (\$25) to the entry package, buffet, and tournament cost. There is no limit to the number of entries that may be purchased through this method of entry.
- b. HollywoodRaces.com Promotional Entry—Contest Players who have satisfied the requirements of the HollywoodRaces.com "June Qualifying Offer Promotion" may earn one (1) entry berth for each Seven Thousand Five Hundred Dollars (\$7,500) in qualifying wagers placed through HollywoodRaces.com between June 9, 2018 and July 14, 2018 in accordance with the terms and conditions of the "June Qualifying Offer Promotion". Maximum limit of two (2) entry berths through this method of entry.

Sponsor assumes no liability for failure of an Eligible Contest Player to timely and properly register for the Contest or any consequences arising therefrom including, but not limited to, disqualification, forfeiture of prizes, and costs of transportation and accommodations.

# 3. <u>Seating</u>

Seats in the Contest area are for eligible Contest Players only and may be reserved on a first come, first-served basis after an eligible Contest Player registers for the Contest. No smoking is allowed throughout the Contest area at Hollywood Casino at Penn National Race Course. Contest Players are NOT required to remain in the contest area and may make Contest Wagers at any Self-Serve Tote Terminal located at Hollywood Casino at Penn National Race Course. Monitors displaying the Contest Player Leader Board are in the Contest Area and on the third-floor simulcast area.

# 4. <u>Contest Format</u>

Contest Players will be provided with a wagering card loaded with One Hundred Dollars (\$100) as their starting contest bankroll. Any Contest Player attempting to add funds to his/her contest bankroll is automatically disqualified from the Contest.

Contest Players must make a live minimum Ten Dollar (\$10) Win wager on a single horse in a minimum of ten (10) races from the designated race cards ("Contest Races"). There is no limit on the number of races that may be played beyond the minimum of ten races. Any wagers made on any race other than Win wagers on designated contest races will result in disqualification from the Contest. Win wagers made on multiple horses in the same contest race will result in disqualification. Latin American races are NOT included if a designated track offers them. There is no maximum Win wager amount, and no maximum number of contest races that can be wagered on. Any Contest Player failing to meet these minimum wagering requirements is automatically disqualified from the Contest. All wagers must be placed on self-service machines using a PIN number.

The Contest Races are any live races being run from the following Racetracks are:

- Gulfstream Park beginning at or about 12:45:00 p.m. ET
- Monmouth Park beginning at or about 12:50:00 p.m. ET
- Saratoga beginning at or about 1:00:00 p.m. ET
- Woodbine beginning at or about 1:00:00 p.m. ET
- Laurel Park beginning at or about 1:10:00 p.m. ET
- Mountaineer beginning at or about 2:00:00 p.m. ET

All races from any of the tracks above are eligible contest races. Any races simulcasted from Latin America are ineligible contest races.

All Contest Wagers must be recorded in the tote system prior to the start of a Contest Race. Sponsor is not responsible for any Contest Wager not recorded in the tote system. Sponsor is not responsible for a lost or stolen wagering card. <u>Cancellations of or changes to Contest Wagers are</u> <u>prohibited, except as described below.</u>

In the event of a late scratch, a Contest Player's Contest Wager is refunded and the Contest Player is permitted to place another Contest Wager on another Contest Race. If a late scratch occurs during a race that would prohibit the Contest Player from meeting the ten (10) minimum Contest Wager requirement, the Contest Player may cancel the scratched/refunded Contest Wager and

make a replacement Contest Wager in the same race as the scratched/refunded Contest Wager was originally made. The Sponsor reserves the right under these circumstances to make a final decision on the validity of any and all Contest Wagers, without recourse from the Contest Player.

Official track rules and regulations apply to determination of the winner in all Contest races.

Sponsor's decision in all matters relating to this contest is final.

# 5. <u>Determination of Contest Winner</u>

At the end of the Contest, each Contest Player's bankroll is calculated and the order of finish determined by the highest bankroll. No Contest Player may withdraw any funds until Sponsor confirms the Contest Player's bankroll.

In the event two or more Contest Players finish with the same bankroll amount, then the following tiebreaker procedure is instituted:

- a. Among those who tied, the Contest Player selecting the most winners over the entire Contest receives the higher-finishing place.
- b. If a tie still exists for the initial tiebreaking procedure, then the Contest Player with the highest paying winner (actual pari-mutuel payoff result) in a single Contest Race receives the higher-finishing place.
- c. If a tie still exists following the initial two tiebreaking procedures, then there will be a coin toss to determine the order of finishing among the Contest Players.

Sponsor reserves the right to require winning eligible Contest Players to provide information to enable Sponsor to verify age and eligibility requirements.

# 6. <u>Prize Pool</u>

Contest Player's may select from the following prizes based on the order of finish as determined by Sponsor until the Prize Pool is exhausted:

- 2019 NTRA National Horseplayers Championship (NHC) Berth
  - One Free Entry to the 2019 NTRA National Horseplayers Championship presented by the NTRA on February 8<sup>th</sup>-10<sup>th</sup>, 2019 in Las Vegas, Nevada at The Treasure Island Casino.
  - Hotel Accommodations—The Prize winner will receive Hotel accommodations at Treasure Island Resort provided by the NTRA.
  - \$750 Travel Credit— The Prize winner will receive \$750 to purchase their airfare to and from the NHC Contest. Travel arrangements and meals are the responsibility of the winner. Winning players must provide a copy of travel arrangements to Penn National Gaming, upon booking. Failure to do, could result in the forfeiture of the \$750 Travel Credit.
  - o Limit one NHC Tour Championship Berth per Contest Player

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  - One Free Entry to the 2019 NTRA National Horseplayers Championship presented by the NTRA on February 8<sup>th</sup>-10<sup>th</sup>, 2019 in Las Vegas, Nevada at The Treasure Island Casino.
  - Hotel Accommodations— The Prize winner will receive Hotel accommodations at Treasure Island Resort provided by the NTRA.
  - \$750 Travel Credit—The Prize winner will receive \$750 to purchase their airfare to and from the NHC Contest. Travel arrangements and meals are the responsibility of the winner. Winning players must provide a copy of travel arrangements to Penn National Gaming, upon booking. Failure to do, could result in the forfeiture of the \$750 Travel Credit.
  - Limit one NHC Tour Championship Berth per Contest Player

PRIZE POOL DISTRIBUTION				
Number of	Number of Entries			
Cash Prizes	1-124	125-149	150-174	175+
1	60%	54%	45%	45%
2	20%	20%	20%	20%
3	11%	11%	12%	12%
4	6%	6%	7%	7%
5	3%	3%	4%	4%
6	0%	3%	3%	3%
7	0%	3%	3%	3%
8	0%	0%	2%	2%
9	0%	0%	2%	2%
10	0%	0%	2%	2%
Total	100%	100%	100%	100%

Cash Prizes

# 7. <u>Taxes</u>

All State, Local, Federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded in the contest become the sole responsibility of the winning account holder. All those who win a prize or prizes valued at Six Hundred Dollars (\$600) or more in any given year will be issued an IRS Form 1099 to report their winnings.

# 8. <u>Personal Information/Privacy Policy</u>

The information you provide for this contest is subject to the Sponsor's privacy policy.

Except where prohibited by law, by accepting any prize, each winning Contest Player grants to Sponsor, its parent companies, subsidiaries, employees, and affiliate companies the fully-assignable, absolute and irrevocable right and permission to use his/her name, likeness, image, appearance, voice, address (city and state), biographical information, statements, and/or prize

information ("Winner's Identity") in any medium now known or hereinafter devised, throughout the world and on the Internet, for any commercial or non-commercial purpose determined by Sponsor in its sole and absolute discretion.

As a condition of being awarded any prize and except where prohibited by law, each winning Contest Player may be required to execute and deliver to Sponsor an Affidavit of Eligibility and Liability/Publicity Release (the "Prize Claim Document") to claim a prize.

## 9. <u>Release of Liability</u>

By participating in the contest, eligible Contest Players release Sponsor, its parent companies, subsidiaries, employees, and affiliate companies from any liability whatsoever, and waive 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, participation in the contest, or delivery, non-delivery, acceptance, possession, use, misuse of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

Except where prohibited by law, by accepting any prize, each winning Contest Player expressly releases Sponsor, its parent companies, subsidiaries, employees, and affiliate companies from any claim or cause of action, whether known or unknown, for libel, slander, defamation, invasion of right of privacy, publicity or personality, or any other claim or cause of action, based upon or relating to the use of winner's identity.

By participating in the contest, eligible Contest Players acknowledge that Sponsor, its parent companies, subsidiaries, employees, and affiliate companies have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law relative to the prizes of this contest, including, but not limited to, quality, condition or fitness for a particular purpose.

#### 10. <u>Disputes</u>

Except where prohibited, eligible Contest Players agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this contest shall be resolved individually, without resort to any form of class action, and exclusively in the Court of Common Pleas of Dauphin County, Pennsylvania; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this contest, but in no event attorneys' fees; and (3) under no circumstances will any participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the eligible Contest Player and Sponsor in connection with the contest, shall be governed by, and construed in accordance with, the laws of

the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules.

## 11. Other Important Terms and Conditions

Representatives of Sponsor are the sole judge of the contest and reserve the right to change or terminate the Contest without notice.

Contest may be subject to regulatory approval. All federal, state and local laws and regulations apply.

Participation in this Contest is an agreement to abide by the rules of the contest.

In the event that the computer equipment, including internet connectivity, used in the operation of this contest becomes inoperable or malfunctions for any reason, the contest may be temporarily suspended until the computer system is returned to normal operations. Any use of automatic, robotic, macro, programmed or like entry methods will void all such entries and disqualify any entrant using such methods. Should any portion of the contest be compromised by computer virus/worms/bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the contest. In case of dispute, the authorized subscriber of the email account used to enter the contest at the actual time of entry will be deemed to be the Eligible Contest Player, and must comply with these Official Rules.

Persons who tamper with any aspect of the contest, as solely determined by the Sponsor, or who attempt to participate with multiple email addresses or under multiple identities will be disqualified.

All races and wagers are subject to Pennsylvania State Horse Racing Commission Rules.

Any dispute or situation not covered by these terms and conditions will be resolved by Sponsor in a manner deemed by Sponsor to be the fairest to all concerned, and that decision shall be final and binding for all participants. Any advertisements, including e-mails, internet content and all other materials related to the contest that contains mechanical, typographical, printing or any other errors are subject to correction by Sponsor. If there are any discrepancies between such advertising and contest material and these Official Rules, these Official Rules will govern.

### 12. <u>Sponsor</u>

The Sponsors of this contest are:

Mountainview Thoroughbred Racing Association, LLC, 720 Bow Creek Road, Grantville, PA 17028

Penn ADW, LLC located at 161 Washington Street, Suite 1125, Conshohocken, PA 19428