



**Promotion Administrator (AKA: "Sponsor"):** Finger Lakes Gaming & Racetrack / Finger Lakes Racing Association: P.O. Box 25250, Farmington, NY 14425. Finger Lakes Gaming & Racetrack is responsible for overseeing the awarding of all offers, gifts, or prizes pertaining to this promotion and whose decisions will be considered final in regard to all matters related to this promotion. For first name and city of residence of winners (if applicable), send Self Addressed Stamped Envelope within 30 days of promotion to: Contest Winner Confirmation, P.O. Box 25250, Farmington, NY 14425. Please specify promotion name and date.

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### **Official Rules: 2023 SIMULCAST RACING HANDICAPPING CHALLENGES**

**General Information:** No entry fee required. Valid Identification and Lucky North Club Membership required. Entries limited to one per person, per contest. Must be at least 18 years of age to participate in this contest. Entries must be signed, completed, and delivered to contest officials in person. It is the responsibility of each contestant to allow sufficient time to submit their entries. Finger Lakes Gaming and Racetrack is not responsible for guests who are unable to submit their entries due to time constraints or other unforeseen issues.

**1. Contest Races:** Contest races are Aqueduct (or any New York Racing Association track) races #1 through #8 unless otherwise announced.

**2. Prize Awards:**

- **Top Three Scores:** \$1,000 for First Place; \$600 for Second Place; and \$400 for Third Place. Winners will have 30 days following the official posting of contest results to claim their cash prize. In the event of ties for award positions, the contestant(s) whose total mutuel prices for winners selected during the contest period is higher, will be declared the winner. If the contestant(s) remain tied, prize monies for all involved positions will be added together and divided equally.
- **Random Drawings:** Prize drawings for \$50 vouchers will be conducted throughout the contest among all contest participants. Following contest races 2 - 6, two (2) \$50 vouchers will be awarded. Voucher winners must report to the tournament area prior to the start of the final contest race in order to claim prize. Contestants are only eligible to win one voucher per contest day. If contest is canceled, no drawings will take place. Unclaimed vouchers will not be awarded.

**3. Entry:** Entries are limited to one per person, per contest. Lucky North Club membership required to participate and receive entry form. Any person submitting more than one entry will have all entries disqualified. Entries must be completed, signed and delivered to contest officials in person no later than the first contest race post time to be eligible. Players are responsible for ensuring all selections on their entries are correct.

**4. How to Play:** Contestants shall select one (1) primary choice and one (1) backup choice for each contest race. Selections must be made using the official program number. Backup choice will only be utilized if the primary choice is scratched. If a contestant's primary selection is not listed among the official entrants, the back-up selection shall be utilized for that race.

**5. Coupled Entries:** In the event there are mutuel (coupled) entries in a contest race, contestants must designate one specific part of the entry. For example, contestants who select "1A" in a 1-

1A entry will only receive points if the "1A" horse finishes in one of the top three positions (win, place or show) for that race.

**6. Best Bet:** Each entrant will be allowed to select one "Best Bet" race by circling the designated race number on the entry. Any points accumulated from the selection designated as the "Best Bet" will be doubled. If an entrant's "Best Bet" selection is scratched, the alternate selection given for that race will be designated as the "Best Bet". If both choices are scratched in a race that a contestant has selected a "Best Bet", the contestant will not have a "Best Bet" selection. In the event a contestant's selected best bet race is canceled or designated as a non-race; the contestant will not have a "Best Bet" selection. If a contestant selects more than one "Best Bet", no selections will be recognized as such and the contestant will only receive the regular points awarded for each selection.

**8. Point Awards:** Points will be awarded as follows: 5 points for an official first-place finish; 3 points for an official second place finish; 1 point for an official third place finish. Points will be awarded based on the official posted results of that race, by the host track. Points are awarded for the primary selection only, unless the primary selection is scratched. If primary selection is scratched, alternate (backup) choice will be utilized to determine points awarded for that race. Should both primary selection and alternate be scratched, contestant will receive no points for that race.

**9. Dead Heats:** Should a "dead heat" be declared within a contest race, points will be awarded according to the official results of the race. For example, if the winning horse is declared a "dead heat" among two horses, both horses would be awarded a first place finish by the host track and therefore, both horse selections would be worth 5 points in this contest for that particular contest race. The next horse to cross the finish line would be awarded 3<sup>rd</sup> place by the host track, and therefore would be worth one (1) point in the contest.

**10. Non-Starter Exception:** If a primary selection is designated as a non-starter (or running for purse money only), due to gate malfunction or other reasons, the backup choice will be used. If the backup choice was scratched, the contestant will be awarded the post time favorite. Likewise, if a selection is scratched, and the backup choice is designated as a non-starter, (or running for purse money only), the contestant will receive the post time favorite. Once the race begins, all horses that start the race are considered participants and their result will stand, regardless of whether or not they finish the race.

**11. Race Cancellation(s):** If more than four contest races are canceled, the contest will not be held. If a single contest race should be canceled once the contest has begun, no points will be awarded for that race. In the event a contestant's selected best bet race is canceled or designated as a non-race; the contestant will not have a "Best Bet" selection.

**12. Rules Committee:** The decisions of the contest administrators will be final in all matters connected to and related to this contest. Contestant agrees to abide by all rules and to accept any decisions rendered by the Rules Committee.

**13. Contest Eligibility:** Employees of Delaware North Companies, Finger Lakes Racing Association, Inc., Finger Lakes Foodservice, their immediate families or household members, or any affiliated companies are not eligible to participate in this contest. All persons licensed by a racing commission or other governmental agency (including state, federal, and National Racing Compact) with an interest (ownership or otherwise) in horses stabled or running at tracks involved with this contest, and their immediate families and household members, are ineligible to participate. Licensed personnel include, but are not limited to, owners, trainers, jockeys, track officials, jockey agents, stable hands and backstretch workers. All federal, state and local rules and regulations apply. Void where prohibited or restricted by law. By entering this promotion, participants agree to abide by all terms of these official rules.

**14. Rights:** Finger Lakes Gaming & Racetrack reserves the right to alter, postpone, or cancel this promotion at any time. Any changes will be effective upon announcement. Each player agrees to abide by all contest rules and regulations and consents to publication of their name and likeness without further compensation. Finger Lakes reserves the right to conduct this entire contest manually should any unforeseen issues occur with third party vendor play ticket electronic processing and scoring. Finger Lakes is not responsible for contestants who choose to leave the property or contest area, and are unavailable to challenge contest results within the required timeframe.

**15. Restrictions:** As this is a racing promotion, announcements pertaining to this contest will be made only in the racing areas (upper grandstand, upper and lower clubhouse). By participating in this promotion, participants agree to abide by all terms of these official rules. Finger Lakes Gaming & Racetrack, their respective affiliates, subsidiaries, parent corporations, and their respective officers, directors, shareholders, employees and agents are not responsible for any late, lost, incorrect, misdirected, or inaccurate entry information; human error; technical malfunctions; failures, omission, interruption, deletion, or defect of any telephone network, computer online system, computer equipment, servers, providers, software or satellite transmission, including any injury or damage to participant or any other person relating to or resulting from participation in this promotion. Furthermore, neither sponsors nor any of the aforementioned are responsible for theft, tampering, destruction, or unauthorized access to, or alteration of applications; data processing that is processed late, incorrectly or is incomplete or lost due to computer or electronic malfunction; printing or other errors; or any combination thereof. False and/or deceptive entries or acts shall render participants ineligible. Promotional materials that have been tampered with or altered are void.

**16. Acceptance:** Valid identification must be presented prior to receiving any offer, gift, or prize related to this promotion. Recipients acknowledge any and all restrictions, expiration dates and liabilities. Recipients may be required to complete, execute and return an Affidavit of Eligibility/Release of Liability and (except where prohibited) a Publicity Release and a completed IRS W-9 form within 14 days of issuance. Failure to return any and all required documents in this time period may result in the recipient being disqualified and an alternate recipient selected if applicable. No substitution for any offer, gift, or prize relating to this promotion will be permitted unless otherwise stated in these official rules. If necessary due to unavailability, an item of equal or greater value may be awarded at the discretion of the Sponsor. Any offers, gifts, or prizes relating to this promotion are non-transferable, assignable or redeemable for cash, unless otherwise stated. Participation in this promotion and acceptance of any offers, gifts, or prizes pertaining to this promotion constitutes permission for the Sponsor to use said guest's name, photograph, likeness, statements, biographical information, voice and address (city and state), in all forms of media, in perpetuity, without notice or further compensation. In the event that a designated recipient of an offer, gift, or prize is on premises, but does not have proper ID to claim, FLGR Management reserves the right, at its discretion, to allow said recipient a maximum of up to 24 hours (from the time claim is made) to leave the premises to obtain their proper ID from their vehicle, home, or otherwise, provided a live "still shot" photo of the recipient is secured and verified with Surveillance prior to leaving the facility. Upon their return to the facility, the Identification photo of the designated recipient must first be verified against the "still shot" photo, before offer, gift or prize may be awarded. Should the designated recipient be unavailable to return within 24 hours with proper identification, the offer, gift or prize, shall be forfeited, unless management approves an extension due to extenuating circumstances.

**17. Terms or Conditions:** This promotion is subject to all applicable federal, state and local laws. By participating, guests agree to be bound by these Official Rules and the decisions of the Promotion Administrator, and waive any right to claim ambiguity in the promotion or these Official Rules. Promotion does not apply to any racing wagering activity tracked through use of a Lucky North Club Card or otherwise. Participants also agree to release, discharge, indemnify and hold harmless the Sponsor, vendors associated with this promotion, and the respective officers and

employees of these entities, from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, or participation in this promotion. Any person attempting to defraud or in any way tamper with the promotion mechanics and/or implementation will be declared ineligible and may be prosecuted to the full extent of the law. Finger Lakes Gaming & Racetrack reserves the right to make changes in the rules of this promotion, facilitate manually, or cancel all or any part of it and not award any offer, gift, or prize for any reason at any time without prior notice. FLGR reserves the right to delay promotion engagement due to unforeseeable issues, until such time as the promotion may proceed.

**18. Interference:** If, in the opinion of the Rules Committee, there is any attempt to manipulate the results of any contest race, the race(s) will be considered non-betting for contest purposes. Anyone involved in the manipulation of betting pools or interference with the outcome of any contest race will be disqualified from this contest and subject to legal action.

**19. Copyright.** Finger Lakes Racing Association, Inc. claims a copyright in this promotion and all accompanying materials. No portion of this promotion or the accompanying materials may be duplicated, manipulated or redistributed in any form. Violators of the copyright of Finger Lakes Racing Association, Inc. are subject to prosecution.