

1/ST



THE ART OF RACING OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE IN THE ART OF RACING. THE ART OF RACING IS NOT RECOGNIZED 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. THIS PROGRAM IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH META, INC., (FACEBOOK AND INSTAGRAM) OR TWITTER, INC.

- 1. SUBMISSION PERIOD.** The submission period for The Art of Racing ("Program") begins January 8 2024, at 12:00 AM Eastern Time ("ET") and ends 11:59 PM ET on MARCH 11, 2024.
- 2. SPONSOR AND ADMINISTRATOR.** The sponsor of this Program is The Maryland Jockey Club of Baltimore City, Inc. ("Sponsor"). Sponsor's computer is the official time-keeping device for this Program. The administrator of this Program is The Maryland Jockey Club of Baltimore City, Inc. ("Administrator").
- 3. ELIGIBILITY.** This Program is open only to legal residents of the fifty (50) United States and the District of Columbia. 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 Program (collectively, the "Program Entities"), and the immediate family Entrants and/or persons living in the household of each Program Entity, are not eligible to enter this Program or win a prize.

For a copy of these Official Rules, print them from www.preakness.com/the-art-of-racing (the "Website").

- 4. HOW TO ENTER.** During the Program Period, go to www.preakness.com/the-art-of-racing and follow the submission instructions. All entries must depict Thoroughbred horse racing, the Preakness, and/or Pimlico Race Course. All submitted entries must not duplicate any previous entries and must be appropriate for the contest. Art produced by artificial intelligence (AI), such as Midjourney, etc., will not be accepted for the competition. All potential winners are subject to verification before any prize will be awarded.

Entries must be submitted by the contestant ("Entrant"). Automated or bulk entries or entries submitted by third parties will be disqualified. Participants are not permitted to share the same email address with other participants. In the event of a dispute as to any registration or submission, the authorized account holder of the email address used to register will be deemed to be the Entrant.

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. The Promotion is in no way sponsored, endorsed, or administered by X, Meta (Instagram, and Facebook) or TikTok.

Each Entrant warrants and represents that their entry is original, has not been previously published or won any award, does not contain any material that would defame or otherwise violate or infringe upon the rights of any third party, including patents, copyrights, trademarks or rights of privacy or publicity, and will not violate any federal, state, or local laws or ordinances. Entrants further warrant and represent that they have secured the requisite consent from any third party referenced in their entries. Sponsor reserves the right in its sole and unfettered discretion to disqualify any entry that it believes contains obscene, offensive, or inappropriate content, that does not comply with these Official Rules or that is not consistent with the spirit or theme of the Program.

Any attempt by any Entrant to submit using multiple and/or different identities, forms, registrations, addresses or any other method than those provided in their first submission will void all that Entrant's submissions and that Entrant may be disqualified at Sponsor's discretion. 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.

By participating in this Program, Entrant acknowledges and agrees that they will clearly and conspicuously disclose that he or she is participating in this Program in any social sharing interaction that references the Program. Sponsor reserves the right in its sole discretion to disqualify any Entrant who does not adequately disclose their participation in this Promotion while interacting with the Approved Platforms during the Promotion Period.

Comments and content submitted or uploaded in connection with this (collectively, "Content Submissions") may not contain, depict or show any content that: (i) is sexually explicit or suggestive, offensive, lewd, profane, obscene, or contains nudity or racist innuendo; (ii) promotes any activities that may appear unsafe or dangerous, or any political agenda or message; (iii) defames, misrepresents or contains disparaging remarks about Company or other companies; (iv) contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) or copyrighted materials (including photographs, sculptures, paintings, and other works of art or images published via websites, television, movies or other media) owned by others, without permission; (v) contains any personal identification, such as license plate numbers, last names (first names are permitted), e-mail addresses or street addresses for any person other than Entrant; (vi) communicates messages or images inconsistent with the positive image and good will of Sponsor's brand; and/or (vii) violates any law.

By making a submission, Entrant explicitly acknowledges and agrees that the Program Entities, their legal representatives, customers, clients, successors or assigns, shall have the irrevocable, worldwide right to license, sub-license, edit, alter, post, reproduce, publicly display and publish, in any media, including online, any or all material which Entrant uploads to the Website or any other websites (including, without limitation, social media sites) associated with the Program, with or without first and/or last name credit to the Entrant without any additional consideration or approvals from or to Entrant; and Submissions that attempt to restrict this right will not be considered. Submissions must not include any entity's brand name, logo, company name, trademark, service mark, copyrighted material, or material that is in any way proprietary except that of Sponsor. Submissions that exceed the file size or length limits, and/or violate these requirements and/or the terms of these Official Rules will be disqualified.

By submitting a Submission, you warrant that the Submission does not violate any law, regulation or right of any third party, including but not limited to copyright, trademark, rights of publicity or privacy, that you have followed these Official Rules of the Program, and that the Submission has not been published or submitted in any other competition. If the Submission contains an identifiable person other than the Entrant who submitted the Submission, by submitting the Submission, the Entrant represents and warrants that he/she has obtained the consent of such person to the use of the Submission as outlined herein and such person may be required to provide written consent to the Program Entities' use of the Submission.

5. WINNER SELECTION. Members of the public can visit Website (www.preakness.com/the-art-of-racing) to vote on their favorite submissions beginning March 12, 2024. Public voting will close at 11:59 PM ET on March 26, 2024. Thereafter, the submissions that receive the top 10 number of votes will then be entered into a final round during which they will be ranked by an independent panel of judges (said ranking to conclude March 29, 2024). The Entrant of the submission that is ranked highest by the independent panel of judges ("Potential Winner") will be notified of their Potential Winner status by email on March 29, 2024. If a Potential Winner cannot be contacted in person via email after the first attempt to contact them, or if Potential Winner and their companion are unavailable to travel within any time period specified by Sponsor, or in the event that a Potential Winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate Entrant who receives the next-highest ranking by the independent panel of judges.

Verification of Potential Winner: All potential winners are subject to verification by sponsor, whose decisions are final and binding in all matters related to the program. An entrant is not a winner unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete.

6. PRIZES. Grand Prize: Upon verification by Sponsor, Potential Winner will receive \$4,000 and two (2) VIP passes to Preakness 149.

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.

Potential Winner will be notified by email and will have to provide identify verification. If: (a) any prize notification is returned as undeliverable, (b) Potential Winner does not respond to notification by email within three (3) days of the date of initial notification, (c) Potential Winner does not comply with these Official Rules or the Program Terms, or if Potential Winner is disqualified for any reason, Sponsor will award the prize to the Entrant who receives the next-highest ranking by the independent panel of judges. Sponsor's decisions are final and binding in all matters relating to this Program. Potential Winner 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 publication of Sponsor providing unvalidated, interim standings between Entrants is provided for informational purposes only. Entrant is not a winner of any prize unless and until Entrant's eligibility, activities, and the potential winning entry (if relevant) during the Program Period have been verified and Entrant has been notified that verification is complete. Sponsor will not accept screen shots, images, or copies of a 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 Potential 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, Potential Winner's acceptance of prize constitutes the Potential 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. Authorized account holder" is defined as the natural person who is assigned to an e- Access Provider, online service provider, or other organization (e.g., business, educational institute, social sharing site) that is responsible for assigning email 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 Program is subject to Sponsor's Privacy Policy found at <https://www.preakness.com/terms-privacy> and you understand that you are providing such information to Sponsor and Administrator and not to Meta Inc. (Facebook, Instagram) or , X or TikTok. By entering, Entrants acknowledge and agree that the Program Entities, Meta (Facebook, Inc., Instagram Inc.,) X, or TikTok. 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 Program, 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 Program, the administration or execution of this Program, 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 Program; 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 Program 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 Program, or if this Program is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right to terminate this Program, 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 Program is terminated or modified due to technical difficulties or unforeseen events prior to the expiration date of the Program Period, notice will be posted at the Website (www.preakness.com/the-art-of-racing). No more than the stated number of prizes will be awarded.

11. PRIVACY; RIGHT TO CANCEL, MODIFY. Any personal information sent to, shared with or collected by Sponsor or Administrator in connection with this Program is subject to Sponsor's Privacy Policy found at <https://www.preakness.com/terms-privacy> and you understand that you are providing such information to Sponsor and Administrator and not to Meta Inc. (Facebook, Instagram) X or TikTok. By entering, Entrants acknowledge and agree that the Program Entities, Meta (Facebook, Inc., Instagram Inc.,) X, or TikTok 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 Program, 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 Program, the administration or execution of this Program, 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 Program; 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 Program 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 Program, or if this Program is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right to terminate this Program, 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 Program is terminated or modified due to technical difficulties or unforeseen events prior to the expiration date of the Program Period, notice will be posted at the Website. No more than the stated number of prizes will be awarded.

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 Program, or with the Website or any other websites or social sharing sites promoting this Program; or (b) acting in violation of these Official Rules or the Program Terms. Sponsor reserves the right to void all actions taken 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 an Entrant or any other person to deliberately damage the Website or undermine the legitimate operation of this Program 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 Program is subject to all applicable federal, state, and local laws. By participating in this Program, 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 Program or any program 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 Program. 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 program is governed by the laws of the United States and the state of Maryland without respect to its conflict of law doctrines. Entrant agrees that, by entering the Program, (i) any and all disputes, claims, and causes of action arising out of or in connection with this Program, 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 Maryland 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 Program. 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 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 Program, 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: The Art of Racing Program, c/o Audra Madison, 5201 Park Heights Avenue, Baltimore, MD 21205. Vermont residents may exclude return postage.

This program is in no way sponsored, endorsed, or administered by, or associated with, Meta, Inc. (Facebook, Instagram) X, or TikTok. Sponsor shall not be liable for technical, pictorial, typographical or editorial errors or omissions contained herein.

Copyright ©2024 The Maryland Jockey Club of Baltimore City, Inc. All trademarks and/or logos are trademarks of their respective owners in the United States and/or other countries. All rights reserved.