



2023 Louisiana Derby Poster Contest Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. CONTEST IS VOID WHERE PROHIBITED. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES.

For the 2023 Louisiana Derby Poster Contest (the "**Contest**") each participant ("**Entrant(s)**") will create a submission for the official 2023 Louisiana Derby (the "**LA Derby**") poster. Judges will choose the winning submissions and prizes will be awarded in accordance with the rules set forth herein (these "**Contest Rules**").

1. **AGREEMENT:** By submitting an entry into the Contest, Entrant agrees to the Contest Rules. Please read all Contest Rules carefully. Upon submission of an entry into the Contest, the Contest Rules create a binding legal agreement between the Entrant and Churchill Downs Louisiana Horseracing Company, L.L.C. (the "**Sponsor**").
2. **ELIGIBILITY:** This Contest is open to individuals who are legal residents of the fifty (50) United States and the District of Columbia. Employees of the Sponsor, its parents, subsidiaries, and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not), are not eligible to participate or win. A group of individuals may compete as a group and submit an entry on behalf of such group. Only one entry permitted per person. Any attempt by any Entrant to obtain more than one entry by using multiple/different email addresses, identities, registrations, or any other methods will void that Entrant's entries and that Entrant may be disqualified. All entrants must comply with federal, state, and local law in its entry and participation in the Contest. *Minors who enter must have the written consent of a parent or legal guardian in order to participate.*
3. **CONTEST SUBMISSION PERIOD:** The Contest submission period begins on **November 18, 2022 9:00am Central Standard Time (CST)** in the United States and ends on **January 18, 2023 8:00pm Central Standard Time (CST)** ("**Contest Submission Period**"). All dates are subject to change by Sponsor in its sole discretion. Any submissions entered by mail must be postmarked by **January 18, 2023 ("Postmark Deadline")** and delivered within seven (7) days of the Postmark Deadline in order to have been submitted within the Contest Submission Period.

4. **HOW TO ENTER:** To enter the Contest, visit the Contest webpage located at www.fairgrounds.com/racing-information/LADerbyPosterContest ("**Contest Page**") during the Contest Submission Period and follow the instructions that appear on the "How to Enter" link. You must download and complete an entry form ("**Entry Form**") with: (a) your original LA Derby 2023 poster (the "**Poster**"); (b) all information set forth in the Entry Form; and (c) a tag line or title for your Poster. If submitting an entry as part of a group, each individual of the group must complete an Entry Form as an Entrant, and the group must make one (1) single submission package with all Entry Forms together. Any incomplete Entry Form will be disqualified. Entries will not be returned. The completed Entry Form can be submitted virtually via email, or as a hard copy by mail.

A. If submitting an entry via email, the entry must be emailed to LADpostercontest@fgno.com

B. If submitting an entry in hard-copy form, the entry must be mailed with proper postage affixed, to the following mailing address:

LA Derby Poster Contest
ATTN: Marketing Manager
1751 Gentilly Blvd
New Orleans, La 70119

Proof of mailing does not constitute proof of entry.

5. **REQUIREMENTS.** The Entry must meet the following criteria ("Requirements"):

A. The Poster and tag line/title must be an entirely original, unpublished work by the Entrant. It cannot use, incorporate, or contain any content, element or component that would infringe any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations. By submitting an Entry, Entrant represents and warrants that its Entry does not violate this Requirement 5(A). Notwithstanding the foregoing, Entrant may incorporate Sponsor's logo into its Poster; provided, however, that such authorization shall only extend to the creation and submission of a Poster as part of an Entry and the Entrant shall not have any right to thereafter to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, publicly display, distribute or sell any works, materials, or content that incorporates Sponsor's logo, including without limitation, Entrant's Poster.

B. The Poster and tag line/title cannot contain any indication of sponsorship or endorsement by third parties or advertise for any commercial entity or service.

C. The Poster and tag line/title cannot contain any inappropriate, profane, disparaging, indecent, or explicit content.

D. Sponsor, in its sole discretion, shall make all determinations as to compliance with the Poster Requirements. Entrant may be disqualified if its entry does not comply with the

Requirements. Sponsor shall not be obligated to inform any Entrant of its failure to satisfy the Poster Requirements.

6. **CATEGORIES:** Submissions will be divided into four "Categories" for judging:

1. Lower School (PreK – 4th)
2. Middle School/Jr High School (5th – 8th)
3. High School (9th – 12th)
4. Young Adult (Age 19 - 24)
5. Adult (25+)

7. **JUDGING:** Each Poster will be evaluated based on creativity, artistic skill, and incorporation of the LA Derby. The Contest will have three (3) rounds of judging, which will result in finalists at each of the following levels: "**SHOW** Qualifiers", "**PLACE** Finalists", and a "**WIN** Winner" as described in further detail below.

A. **Round One: "SHOW" Qualifiers**

- **Number of Qualifiers Selected at this Level: 15**
 - Three (3) qualifiers from each Category will be selected as a "SHOW Qualifier" and advance to Round Two.
 - Judges for Round One will be comprised of both independent non-Sponsor affiliated guest judges and official Sponsor-affiliated judges.
- **Notification of SHOW Qualifiers**
 - SHOW Qualifiers will be notified on or before **February 5, 2023** by telephone or email.

B. **Round Two: "PLACE" Finalists**

- **Number of Finalists Selected at this Level: 5**
 - One (1) finalist from each category will be selected as a "PLACE Finalist" and advance to Round Three.
 - Judging at this level will be done by public voting (in the event of a tie, official Sponsor-affiliated judges will select the finalist between the two entries in a tie).
- **Notification of PLACE Finalists**
 - PLACE Finalists will be notified on or before **March 6, 2023** by telephone or email.
 - The PLACE Finalists will be invited to the LA Derby Draw, which is anticipated to take place **March 18, 2023**.

C. **Round Three: "WIN" Winner**

- **Number of Winners Selected at this Level: 1**
 - One (1) winner will be selected as the "WIN" Winner.
 - Judges for Round Three will be comprised of both independent non-Sponsor affiliated guest judges and official Sponsor-affiliated judges.
 - "WIN" Winner will be revealed at the LA Derby Draw event.

D. All decisions made by the judges are final. In the event that a winner is unable to claim its prize, Sponsor may award the prize to another Entrant.

E. If a potential qualifier/finalist/winner does not respond to a notification attempt of its selection within five (5) days from Sponsor's notification attempt, then such potential qualifier/finalist/winner may be disqualified and an alternate qualifier/finalist/winner may be selected from among all eligible Entries received. **In the event that the potential qualifier/finalists/winner submitted their entry via email they should keep a hard copy of their final artwork. The qualifier/finalist/winner may be required to mail in the original artwork for high resolution scanning.**

8. **PRIZES:**

A. The "WIN" Winner will receive Clubhouse admission for 4 to the LA Derby, their artwork displayed at the LA Derby, an insert in the racing program and an acknowledgement in the Winner's Circle during the day of the LA Derby.

B. The four (4) "PLACE" Finalists who are not selected as the "WIN" Winner will receive general admission for 4 to the LA Derby, their artwork displayed at the LA Derby, and mentioned in the racing program.

C. The ten (10) "SHOW" Qualifiers who did not become "PLACE" Finalists will have their artwork displayed at the LA Derby and mentioned in the racing program.

D. No qualifier/finalist/winner may substitute, assign or transfer its prize or redeem its prize for cash, but Sponsor reserves the right, in its sole discretion, to substitute the prize (or portion thereof) with one of comparable or greater value. Qualifiers/finalists/winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. Entrant agrees that it shall submit all documentation requested by Sponsor for it to comply with all tax reporting obligations.

E. If a group is selected as a qualifier/finalist/winner, it must share the above described prize amongst its group members. In no event will Sponsor be required to provide additional prizes as the result of a group being selected as a qualifier/finalist/winner.

9. **CONFIDENTIALITY.** All Entrants, and, in the case of any minor, such Entrant's parent or legal guardian, agree to keep the Poster included in their Entry confidential until the announcement of the WIN level winner.

10. **INTELLECTUAL PROPERTY RIGHTS:** As between Sponsor and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights in and to the Poster (excluding Sponsor's rights in the Sponsor logo/trademark to the extent incorporated by Entrant). Entrant hereby grants to Sponsor a perpetual, irrevocable, worldwide, transferable, royalty-free and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the Poster for any purpose, including display on the Sponsor website and property, without any attribution or compensation to Entrant. Sponsor shall have the right to sell or otherwise profit from the Poster and use Entrant's Poster for press and media purposes. In the event

requested by Sponsor, Entrant agrees to execute Sponsor's standard form license agreement or any other document evidencing the intellectual property rights granted by Entrant to Sponsor herein. Failure to execute such additional documentation may disqualify Entrant from the Contest. In the event the Entrant is a minor, their parent or legal guardian must sign such documents and return them as described herein.

11. **PUBLICITY:** By submitting an Entry, Entrant consents to the use of his/her name, image, likeness, photograph, voice and biographical material and entry submission for advertising, publicity and promotional purposes by Sponsor, or a party designated by Sponsor, in any and all media now or hereafter known including but not limited to, any online announcements, or for sharing this information with the press for viewing, whether TV or print, throughout the world in perpetuity, without additional compensation, notification or permission, except where prohibited by law.
12. **GENERAL.** Entrant agrees that the conditions of submission set forth in these Contest Rules, and all documents and agreements incorporated in these Contest Rules by reference, solely govern the relationship between Entrant and Sponsor in connection with this Contest. Entrant agrees to waive any right to claim ambiguity in these Contest Rules. Entrant agrees that any and all disputes shall be governed by the laws of the State of Louisiana.
13. **PRIVACY.** Sponsor's use of information submitted by Entrant in connection with this Contest will be subject to the terms and conditions stated in these Contest Rules as well as to the Sponsor's Privacy Policy available at:
<https://www.churchilldownsincorporated.com/privacy-policy/>
14. **WAIVER AND INDEMNITY.** Sponsor assumes no responsibility for any damage to an Entrant's or any other person's computer system or wireless phone, which is occasioned by participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor will not be responsible for any late, lost, illegible, incomplete, damaged or misdirected Entry or any votes for an Entry and accepts no responsibility for any injury, loss or damage of any kind resulting from an entrant's participation in this Contest. By entering this Contest, each Entrant agrees to these Contest Rules and waives, and releases Sponsor and Sponsor's parents, subsidiaries, and affiliated companies, and all other businesses involved in this Contest, as well as the employees, officers, directors and agents of each (collectively, the "Sponsor Contest Parties"), from and against all claims, costs, injuries, losses, or damages of any kind arising out of or in connection with this Contest or delivery, misdelivery, 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, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. The invalidity or unenforceability of any provision of these Contest Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Contest Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Sponsor reserves the right to verify eligibility qualifications of any winner. Entrant hereby indemnifies Sponsor and the Sponsor Contest Parties from any claim, liability, demand, losses, damages, costs

and expenses or suit arising out of or in connection with (i) violation of these Contest Rules, including without limitation, Rule 5(A), (ii) any misrepresentation made by Entrant in its Entry Form, or (iii) any claim brought by a third-party arising from Entrant's participation in the Contest.

15. **FORCE MAJEURE.** In the event Sponsor is prevented from awarding prizes or the Sweepstakes, in whole or in part, as contemplated herein by any event beyond its control, including but not limited to severe inclement weather, fire, flood, natural or man-made epidemic or pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then, subject to any governmental approval that may be required, Sponsor shall have the right to modify, suspend, or terminate the Contest. Only the type and quantity of prizes described in these Contest Rules will be awarded. PLEASE NOTE THAT A HIGH VOLUME OF ENTRIES, OR TECHNICAL DIFFICULTIES WITH THE WEBSITE OR INTERNET, MAY RESULT IN TEMPORARY INABILITY TO ENTER THE CONTEST OR A DELAY IN THE PROCESSING OF ENTRIES SUCH THAT YOUR ENTRY IS NOT RECEIVED IN TIME TO PARTICIPATE. SPONSOR IS NOT RESPONSIBLE OR LIABLE SHOULD ANY ENTRY NOT BE RECEIVED DUE TO SUCH DELAYS.
16. **GOVERNING LAW; ARBITRATION.** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE CONTEST RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF LOUISIANA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY BECAUSE IT AFFECTS YOUR LEGAL RIGHTS. THIS SECTION PROVIDES THAT, EXCEPT FOR THE SPECIFIC EXCEPTION STATED BELOW, ANY DISPUTE BETWEEN YOU AND SPONSOR MUST BE RESOLVED BY BINDING ARBITRATION THAT REPLACES THE RIGHT TO GO TO COURT BEFORE A JUDGE OR A JURY, AND MAY LIMIT YOUR RIGHTS TO DISCOVERY OR TO APPEAL. IT FURTHER PROVIDES THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. Sponsor may, without your consent, elect mandatory binding arbitration of any claim, dispute or controversy raised by you against Sponsor arising from or related to your participation in the Contest (the "**Claim**" or "**Claims**"). All Claims are subject to arbitration, no matter what theory they are based on or what remedy they seek, whether legal or equitable. If Sponsor elects arbitration, the arbitration will be conducted as an individual arbitration. Neither you nor Sponsor consent or agree to any arbitration on a class or representative basis and the arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties involved. This arbitration provision applies to and includes any Claims made and remedies sought as part of any class action, private attorney general

action, or other representative action. By consenting to submit Claims to arbitration, you may be forfeiting its right to share in any class action awards, including class claims where a class has not yet been certified, even if the facts and circumstances upon which the Claims are based already occurred or existed. Either the National Arbitration Forum (“NAF”) or the American Arbitration Association (“AAA”) must administer the arbitration. The arbitration organization that is selected will apply its rules, codes or procedures in effect at the time the arbitration is filed, unless any portion of those rules, codes, or procedures is inconsistent with any specific terms of this arbitration provision or this Contest, in which case the terms of this arbitration provision or this Contest will govern. These rules and procedures may limit the amount of discovery available to you. The arbitration shall be before a single arbitrator. The arbitrator will apply applicable substantive law, including the applicable statute of limitations, and will honor claims or privilege recognized at law. The arbitrator will have the power to award to a party any damages provided for under applicable law, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court. All fees, including attorneys’ fees will be allocated in accordance with the rules of the arbitration organization. The Federal Arbitration Act, and not state law, shall govern the arbitrability of all Claims between you and Sponsor, including any and all claims or disputes concerning the validity, construction and performance of this arbitration provision. Any Claim or dispute as to the enforceability of this arbitration provision’s restrictions on your right to participate in or pursue a class action or classwide arbitration shall be decided by a court and not an arbitrator, and shall be brought only in a United States District Court located in New Orleans, Louisiana.

Important Dates:

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| 11/18/2022 | Contest opens |
| 1/16/2023 | Contest closes |
| 1/20/2023 | Last date to receive mail-in entries |
| 2/5/2023 | SHOW Level winners (15 winners) selected and notified* |
| 2/5/2023 | On-line voting starts |
| 2/9/2023 | On-property voting starts (once doors open) |
| 2/12/2023 | Public voting ends (On-property after last race/On-line 11:59pm) |
| 2/20/2023 | PLACE Level winners (5 winners) selected and notified* |
| 3/6/2023 | Win Level Winner selected* |
| 3/18/2023 | Place Level winners invited to Derby Draw |
| 3/18/2023 | Win Level Winner revealed after Derby Draw |

*On or before