



## THE 2023 COLLEGE DAY PARTY SCHOLARSHIP GIVEAWAY/SWEEPSTAKES

### **OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE IN THIS PROGRAM OR WIN ANY PRIZE. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID 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.

**Sponsor and Promotion Period. The Maryland Jockey Club's \$5,000 VIP Scholarship Giveaway / Sweepstakes** is on **Saturday, September 23, 2023** ('Drawing Date'). The Sponsor of this Sweepstakes is The Maryland Jockey Club of Baltimore City, Inc. ('Sponsor'). The Promotion Period begins Monday, August 7, 2023, at 9:00 AM Eastern Time ("ET") and ends Saturday, September 23, 2023, at 3:00 PM ET. Sponsor will have the sole discretion in determining the timeliness of any action or inaction related to this Sweepstakes.

**Sponsor and Promotion Period. Park Heights Renaissance's \$3,000 Scholarship Giveaway / Sweepstakes** is on **Saturday, September 23, 2023** ('Drawing Date'). The Sponsor of this Sweepstakes is Park Heights Renaissance. ('Sponsor'). The Promotion Period begins Monday, August 7, 2023, at 9:00 AM Eastern Time ("ET") and ends Saturday, September 23, 2023, at 3:00 PM ET. Sponsor will have the sole discretion in determining the timeliness of any action or inaction related to this Sweepstakes.

**ELIGIBILITY:** Open only to **legal U.S. residents who are at least 18 years of age** or the age of majority in their state of residence, whichever is older, as of date of entry. Employees of Sponsor, its respective parents, affiliates, and subsidiaries, and of all of the advertising agencies, promotion agencies, prize suppliers, and any other vendors providing services in connection with this Promotion (sometimes, hereafter, 'Sweepstakes') (collectively, the "Sponsor Affiliates") and the immediate family members (spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) and/or those living in the same household of any of the foregoing individuals are not eligible. By participating, entrants agree to be bound by the Official Rules, including entry requirements, and all decisions of Sponsor. All potential winners are subject to verification before any prize will be awarded.

For a copy of these Official Rules, print them from the [www.pimlico.com](http://www.pimlico.com) website.

**TO ENTER:** During the Promotion Period, any **currently enrolled student at a degree accredited college or university** located within one of the states of the United States (hereafter sometimes 'participant' or 'entrant') can go to the Pimlico website at [www.pimlico.com](http://www.pimlico.com) and complete the entry form for the Sweepstakes or can enter the Sweepstakes by going to Pimlico Race Course, 5201 Park Heights Avenue, Baltimore, MD ('Pimlico') and completing an entry form, as may be available, on site. One entry per eligible college or university student. Any attempt by any participant to obtain more than the stated number of entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that participant's entries, and that participant may be disqualified at Sponsor's discretion. Multiple participants are not permitted to share the same email address. Entries are limited to one entry per person/email address/household. All entries become the property of the Sponsors and will not be acknowledged or returned. Information provided is being disclosed to Sponsors. Incomplete entries will be disqualified. Multiple entries, including those by means of software-generated or other automated processes, will be disqualified. Only one prize per person, household, or email address allowed. Detection of said automated entry will lead to such entries being disqualified in Sponsors sole discretion. Only one registered account per entry. If multiple accounts are detected for a single entrant, the accounts will be voided, and the entries will be disqualified in Sponsors sole discretion. In the event of a dispute as to any registration, the authorized account holder of the email address or account used to register will be deemed to be the registrant. 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 winner may be required to show proof of being the authorized account holder. By entering, each Entrant agrees that Sponsors reserves the right to use all information related to the Sweepstakes, including information on entrants obtained through the Sweepstakes, for marketing purposes or any other purpose, unless prohibited by law. By entering, each entrant agrees that Sponsors reserves the right to contact entrants and all other individuals whose email address is submitted as part of this Promotion and Sweepstakes.

No mechanically reproduced entries of any kind permitted. Illegible and incomplete entries are disqualified. Sponsors are not responsible for interrupted, distorted, or incorrect information; lost, late, untimely, corrupted, or misdirected entries; or entries not received for any reason. Received entries become the property of Sponsors and will not be returned.

By entering, each entrant warrants and represents that his/her 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. Sponsors 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 Promotion.

**WINNER SELECTION:** On the Drawing Date, Sponsors staff will randomly draw one (1) entry per giveaway from all eligible entries received and Sponsors will then announce the one (1) winning entry at 3:15PM and 3:30PM at Pimlico Race Course. Odds of winning depend on the number of eligible entries received, up to the time of each drawing-on-Drawing Date. Entrants must check-in with the Maryland Jockey Club's representative on the Drawing Date, and potential winners must be onsite at Pimlico at the time and day their name is announced to confirm their identity and eligibility, and to then claim the prizes. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements.

If a potential winner(s) is not onsite at Pimlico Race Course to claim the prizes or is disqualified for any reason, Sponsors, in their sole discretion, may award the prizes to other eligible entrants by random drawing. Sponsors decisions are final and binding in all matters relating to this Promotion and Sweepstakes.

By participating in this Promotion, all Entrants acknowledge and agree that non-winning entries automatically opt into Sponsors email database.

**WINNER NOTIFICATION AND RELEASES:** If a potential winner: (a) is not in compliance with these Official Rules, (b) does not meet the eligibility requirements, (c) declines the prize, or (d) does not sign and return required documents or provide required identification by deadlines established by Sponsors, he or she will be disqualified. Each potential winner may be required, in Sponsors sole discretion, to complete and return an Affidavit of Eligibility & Liability/Publicity or a Declaration of Compliance and a scan or photo of legal/authentic college ID before claiming the prize. All forms must be completed, and documentation submitted before any winning payment is issued.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSORS, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION AND SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

**PRIZES AND PRIZE VALUE:** Two monetary prizes will be awarded of \$3,000. The total value of all prizes available is \$8,025.

The individual Prizes awarded will be issued in check form in the amount of \$3,000.00 each made payable directly to winner's designated, current college or university and will be mailed by Sponsors to the bursar's office of winner's designated, current college or university, to be applied towards the winner's semester tuition bill, as charged by the bursar's office. All taxes or expenses, including, without limitation, sales tax, luxury tax

and any other costs incurred in claiming or using any of the prizes, are the sole responsibility of the prize winner. Prize winners remain responsible for the payment of any of the remainder of his or her tuition obligations. In order to be eligible to receive a Prize, potential winners must provide proof of actual enrollment in a degree accredited college or university located within one of the states of the United States, on or September 25, 2023, and permit and authorize such college or university to provide Sponsors with verification and confirmation of enrollment. Prize consists of only those items specifically listed as part of the prize. Sponsors reserves the right to substitute any prize with a prize of equal or greater value in its sole discretion. No substitution or transfer/assignment of prize by winner is permitted. Properly claimed prize(s) will be awarded, but under no circumstances will more than the advertised number of prizes be awarded. Entrants must check-in with Sponsors representative on the Drawing Date, and potential winners must claim his or her prize at Pimlico Race Course, 5201 Park Heights Avenue, Baltimore, MD, 21215 when the winner is announced.

Federal, state, and local taxes on Prize, if any, and any other costs, fees and expenses not listed above as specifically included as part of the prize are the sole responsibility of winner. An IRS form 1099 and other tax-related forms and documents may be issued by Sponsors if required by law. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsors reserves the right to make equivalent prize substitutions in its sole discretion. Sponsors 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 Sweepstakes.

**PUBLICITY AND MARKETING:** Submission of an entry in the Sweepstakes constitutes permission and consent to the Sponsors to use entrant's name, likeness, photograph, voice, opinions, and/or hometown and state, and any portion thereof for purposes of advertising and trade and promotional purposes, in any medium, in perpetuity, without further notice, approval, or compensation, unless prohibited by law.

**LIABILITY RELEASE & INDEMNIFICATION:** By entering this Sweepstakes, you agree to release, discharge and hold harmless Sponsors, Sponsor Affiliates and their respective parents, affiliates, and subsidiaries and all of their directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, your participation in this Sweepstakes (including, without limitation, any misrepresentation made by the entrant in connection with the Sweepstakes; any non-compliance by the entrant with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to the entrant's involvement with the Sweepstakes; any malfunction, error or other problem arising in connection with the collection, processing, or retention of entry information; or any typographical or other error in the printing, offering or announcement of any prize or winner), or any Sweepstakes-related activities (including, without limitation, any event attended as part of a prize), and the acceptance and use, misuse, or possession of any prize awarded hereunder. SPONSORS 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.

**OTHER TERMS:** Sponsors are not responsible for any typographical or other error in the printing, the offering, or the announcement of any prize or in the administration of the Sweepstakes, whether caused by computer, technical, or human error. Sponsors are not responsible for late, lost, damaged, incomplete, illegible, faulty, or incorrect transmissions, incorrect announcements of any kind, technical hardware, or software failures of any kind, lost or unavailable network or telephone connections, or failed, incomplete, garbled, or delayed computer transmission that may limit a user's ability to participate in the Sweepstakes whether caused by computer, technical, or human error. Sponsors reserves the right to modify or terminate the Sweepstakes or any portion of it for any reason, including but not limited to, if fraud, misconduct, or a technical failure destroys the integrity of the Sweepstakes; or if a computer virus, bug, wireless failure, or other technical problem corrupts the administration, security, or proper administration of the Sweepstakes as determined by Sponsors, in its sole discretion. If Sponsors terminates the Sweepstakes prior to the Draw Date, the prizes will not be awarded. Sponsors will announce the modification or termination on the Sweepstakes (if possible) and on its website. Sponsors reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. Sponsors reserves the right to disqualify any individual from further participation in the Sweepstakes if Sponsors concludes, in its sole discretion, that such person: (a) has attempted to tamper with the entry process or other operation of the Sweepstakes; (b) has failed to comply with or has attempted to circumvent these Official Rules; (c) has committed fraud or attempted to undermine the legitimate operation of the Sweepstakes; or (d) has acted toward Sponsors, any Sponsor Affiliates, or any other entrant in an unfair, inequitable, annoying, threatening, disrupting, or harassing manner. If a dispute arises regarding compliance with these Official Rules, Sponsors may consider, in its sole discretion, data reasonably available to Sponsors through information technology systems in Sponsors control, but Sponsors will not be obligated to consider any data or other information collected from any other source. Any failure by Sponsors to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of the Official Rules and any marketing or entry materials used in connection with the Sweepstakes, the terms of these Official Rules will govern.

**GOVERNING LAW & JURISDICTION:** EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsors in connection with the Sweepstakes will

be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules or provisions (whether of Maryland or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Maryland. The state and federal courts located in Baltimore City, Maryland will be the exclusive forum for any dispute relating to these Official Rules and/or this Sweepstakes. All participants and winner(s) agree, by their participation in the Sweepstakes, to submit to the personal jurisdiction of the state and federal courts in Baltimore City, Maryland and waive the right to contest jurisdiction.

**SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**WINNER LIST:** For the winner's name, available after the close of the Promotion Period, send a self-addressed, stamped envelope to: The Maryland Jockey Club, College Day at the Races, Scholarship Sweepstakes, 5201 Park Heights Avenue, Baltimore, MD, 21215 before October 31, 2023. This promotion is in no way sponsored, endorsed, or administered by, or associated with META, Twitter, YouTube, TikTok, Threads or any other social media platform. Sponsors shall not be liable for technical, pictorial, typographical, or editorial errors or omissions contained herein.

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