

**2023 HOUSTON RACING FESTIVAL HANDICAPPING CONTEST (the
“Contest”)**

SATURDAY JANUARY 28, 2023 (the “Contest Date”)

SAM HOUSTON RACE PARK (“SHRP”)

NOTE OF CLARIFICATION ADDED 1-9-23

**ALL REFERENCES TO THE PEGASUS WORLD CUP MEAN THE
\$3,000,000 PEGASUS WORLD CUP INVITATIONAL (G1)**

SUMMARY

LIVE MONEY FORMAT

NO CAPS ON MUTUEL PAYOUTS

NO ENTRY FEE

WIN, PLACE, EXACTA, TRIFECTA & DAILY DOUBLE WAGERING

NO SHOW OR OTHER TYPES OF WAGERS

\$1000 LIVE BANKROLL

2 NHC SEATS (WINNER’S CHOICE FOR 2023 OR 2024)

INCLUDES AIR AND HOTEL

CONTEST ELIGIBLE FOR 2022 NHC TOUR POINTS SUBJECT TO NTRA
RULES

(Must be member of 2022 tour)

MAXIMUM NUMBER OF ENTRIES 80

OFFICIAL RULES (the “Rules”)

1. ELIGIBILITY

1.1 Individuals entering the Contest (“Contestants”) must be twenty-one (21) years of age or older on the Contest Date.

1.2 Each Contestant must be a member of the 2022 National Handicapping Championship (“NHC”) Tour as of the Contest Date.

1.3 NHC Tour Memberships available at www.nhctour.com.

1.4 Contest eligible for 2022 NHCTour points subject to NTRA Rules.

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

1.6 Individuals licensed by a racing commission or other governmental agency overseeing racing (a “Licensee”) shall identify himself/herself to SHRP prior to the first Contest race. A Licensee includes, but is not limited to, an owner, trainer, track official, jockey agent and any licensed racetrack employee. A Contestant 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, significant other, children, step-children and siblings. Failure to disclose as provided herein may result in disqualification from this Contest and forfeiture of any NHC seat won.

A Contestant 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.

1.7 Employees and “immediate family members” (as defined above) of SHRP, Penn National Entertainment, Global Tote or any of their respective affiliates, MAY NOT ENTER the Contest.

1.8 SHRP reserves the right to deny any person entry into the Contest or to disqualify any Contestant for any reason listed in the Rules or for any other reason which SHRP deems in its sole discretion to be justifiable or not in the spirit of the Rules.

2. TO ENTER THE CONTEST

- 2.1 Pre-entries must be received by midnight on Thursday January 26 (the “Pre-Entry Deadline”).
- 2.2 Pre-entries may be made via US mail or other delivery service.
- 2.3 Pre-entry forms may be printed from the Contest web page at www.shrp.com. Mailed Pre-entries under this section 2.3 must be addressed to Sam Houston Race Park, Attn: Frank Hopf, 7575 N. Sam Houston Parkway W., Houston, Texas 77064, and must be received by the Pre-Entry Deadline.
- 2.4 Pre – Entries may also be made by the Pre- Entry Deadline on line on Contest web page.
- 2.5 A pre-entry is not complete until the associated live bankroll is funded in accordance with section 2.7 below.
- 2.6 Persons may also enter on a walk up basis at SHRP from Friday morning January 27 until post time for Contest Race 4 on the Contest Date.
- 2.7 Each Contestant is required to fund their own “live” bankroll. Deadline for funding via check is Wednesday January 18, 2023. The check must be received by that date. Those desiring to fund by cash must do so at SHRP during the same period as for walk up entries.No funding by debit card or credit is allowed per Texas law.
- 2.8 Limit of two (2) entries per Contestant.
- 2.9 Number of entries capped at 80. No further entries will be accepted once there are 80 entries that have been funded. All persons desiring to enter, and especially those from out of town, are urged to both pre-enter and fund by check to be received by Wednesday, January 18.

3. HOW TO PLAY

- 3.1 Contestants will use a numbered Contest card when making wagers for the Contest.If a Contestant has two (2) entries, then he or she will be given a separate Contest card for each entry.
- 3.2 The races used for the Contest (the “Contest Races”) will consist of all the races on the SHRP card for the Contest Date plus the Pegasus World Cup from Gulfstream Park.

3.3 The Early Race Period consists of all but the last three Contest Races.

The Late Race Period consists of the last three Contest Races.

3.4 Permitted wagers in the Contest are Win, Place, Exacta, Trifecta, and Doubles only except no Double wager in the last race of the Early Race Period and no Double involving the Pegasus World Cup. Making any other type of wager in a Contest Account, making a Double Wager in the last race of the Early Race Period, a Double involving the Pegasus World Cup or wagering on any non Contest race in a Contest Account will result in a disqualification. **Note especially no SHOW or SUPERFECTA wagering in any Contest account.**

3.5 Each Contestant must wager at least \$200 per race in at least five races in the Early Race Period. If a Contestant places a Daily Double Wager, that wager counts as money wagered in the first leg of the Double. A failure to meet the wagering requirements of this section will result in a disqualification.

3.6 In the Late Race Period, each Contestant must wager at least 50% of his or her ending bankroll from the Early Race Period. A failure to meet the wagering requirements of this section will result in a disqualification.

4. DETERMINATION OF WINNERS

4.1 The two Contestants with the highest bankrolls at the conclusion of the Late Race Period will each be the winner of a seat at their choice to either the 2023 or 2024 NHC Finals in Las Vegas. Also included will be round trip air fare and hotel accommodations. EXCEPTION --- A Contestant with two entries cannot win both seats --- If a Contestant with two entries has the two highest bankrolls, then the second seat will be awarded to the Contestant with the third highest bankroll.

4.2 If there is a tie for either of the NHC seats to be awarded in the Contest, the tie will be broken as follows: First Tiebreaker --- The winner will be the Contestant with highest aggregate amount wagered during the entire Contest --- Second Tiebreaker --- Contestant with the highest single

mutuel payout --- Third Tiebreaker --- Contestant with the next highest mutuel payout --- Last Tiebreaker --- Coin flip

4.3 All airfare and hotel accommodations for the winning Contestants will be arranged and paid for by SHRP. Any changes to those arrangements plus any arrangements for any other party or parties travelling with a winning Contestant shall be the responsibility of the Contestant at his or her own cost. Airfare provided by SHRP for each winning Contestant shall not exceed \$500.00.

5. OTHER WAGERING AND BANKROLL CONSIDERATIONS

- 5.1 There will be a special area set aside for Contestants. Contestants may place Contest wagers at any dedicated self – service wagering terminal in this area using a Contest card for each entry which will be issued to them at the time of Contest check in. Contestants may also place Contest wagers (a) at any of the other self - service wagering terminals located throughout the building again using their Contest card or (b) by using a computer, tablet or smart phone and utilizing an account number and PIN for each entry which will be assigned at check in. Those utilizing a computer, a tablet or a smart phone however will only be able to access their Contest account within SHRP’s premises. Off premises wagering is not allowed under Texas law.
- 5.2 Contestants should allow plenty of time to make wagers to avoid being shut out. Contestants should check that each wager has been correctly made. Each Contestant is responsible for his or her own wagers.
- 5.3 Contestants must place all wagers personally. No person shall act as an intermediary, transmitter, or agent in placing wagers for a Contestant. Photo ID will be required at Contest check in.
- 5.4 All wagers, payoffs, bankroll balances and Contest standings as well as the final winners will be verified by the SHRP Tote System. In all cases the official mutuel payouts as determined by or provided to the SHRP Tote system shall be official and final.
- 5.5 If a horse is scratched after a wager is placed, it is the Contestant’s responsibility to change his or her wager. If the wager on a scratched horse is not cancelled and the race goes off, the Contestant’s bankroll will receive a refund or partial refund if applicable. The amount of any

refund or partial refund on the cancelled wager will not count towards the minimum wagering requirements in the Early Contest Period or the Late Contest Period.

5.6 A Contestant may revise or cancel a wager at any time prior to the stop wagering command of the applicable race except that a win wager of over \$500 cannot be cancelled per Texas law.

5.7 The live money bankroll belongs to the Contestant. Any monies (winnings or leftover funds) can be withdrawn by the Contestant once it has been deemed by SHRP officials “okay” to withdraw which should be approximately thirty (30) minutes after the final Contest race has gone official. **Any withdrawals prior to the “Okay” to withdraw announcement or any additional deposits into a Contest account beyond the initial \$1,000 live bankroll deposit will result in a disqualification.**

5.8 Withdrawal of funds in a Contestant’s account at the end of the Contest is the Contestant’s responsibility. Funds not withdrawn at the end of the Contest will convert into a Mutuel Voucher. A Contestant then will have 365 days to claim the resulting Mutuel Voucher from the SHRP Mutuel Department. Failure to make such a claim within the said 365 days will result in a forfeiture of the voucher.

6. MISCELLANEOUS

6.1 Each of the two Contest winners (i) is solely responsible for any resulting federal, state or local tax liabilities, (ii) must complete, sign and return to SHRP an IRS Form W-9, and (iii) will also be required to sign and deliver to SHRP a release form confirming his or her compliance the Rules.

6.2 Each Contestant, by participating in the Contest, grants to SHRP, 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 in any medium now known or hereinafter devised, throughout the world and on the Internet, for any commercial or non-commercial purpose determined by SHRP in its sole and absolute discretion.

- 6.3 By participating in the Contest, each Contestant releases SHRP, its parent companies, subsidiaries, employees, and affiliated 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 the Contestant's identity.
- 6.4 By participating in the Contest, each Contestant further releases SHRP, its parent companies, subsidiaries, employees, and affiliated companies from any liability whatsoever, and waives 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.
- 6.5 ALL CONTEST DISPUTES, ALL INTERPRETATIONS OF THE RULES AND ALL QUESTIONS NOT COVERED IN THE RULES WILL BE DECIDED BY SHRP WHOSE DECISION WILL BE FINAL AND WITHOUT ANY CLAIM FOR DAMAGES OR RECOURSE OF ANY KIND. AMONG OTHER THINGS, SAM HOUSTON RACE PARK RESERVES THE RIGHT TO DECLARE THE CONTEST NULL AND VOID AND TO WITHOLD NHC SEATS IF THERE ARE ANY IRREGULARITIES OR UNFORSEEN PROBLEMS.
- 6.6 If any Contestant has any claim and cause of action arising out of or related to the Contest to which the foregoing sections 6.3 and 6.4 do not apply, then the same shall be resolved individually, without resort to any form of class action, and exclusively in the District Court for Harris County, Texas; and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney fees.
- 6.7 Under no circumstances shall SHRP its parent companies, subsidiaries, employees, and affiliated companies have any liability to any Contestant

for any indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses.

6.8 All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of each Contestant and SHRP in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules.

6.9 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 SHRP. If there are any discrepancies between such advertising and Contest material and the Rules, the Rules will govern and prevail.