

MONEY BACK SPECIAL – DERBY WEEK 2023

TERMS & CONDITIONS

The Money Back Special – Derby Week 2023 (the “**Promotion**”) is sponsored by ODS Technologies, L.P., d/b/a TVG Network (“**TVG**”), located at 6701 Center Drive West, Suite 800, Los Angeles, CA 90045 and 4NJBets powered by TVG Network, located at 9845 NE Eckert Drive, Suite 210, Hillsboro, OR 97006 (collectively, the “**Promotion Entities**”). The terms “**you**” or “**your**” mean the person to whom a Promotion Bonus (defined below) is issued to upon satisfaction of the terms and conditions set forth in this Promotion. Redemption of the Promotion is expressly conditioned upon acceptance of and compliance with all of these Promotion “**Terms and Conditions**”. Promotion participants may be required to sign paperwork issued by the Promotion Entities.

- 1. Promotion Days:** You must opt-in to participate in this Promotion. You may opt-in beginning on or around 12:00am PT on May 1, 2023 until May 6, 2023 (the “**Opt-in Period**”). The Promotion will be held on May 2, 2023, May 3, 2023, May 4, 2023, May 5, 2023 and May 6, 2023 (each, a “**Promotion Day**”)
- 2. Eligibility:** The Promotion is only open to invited individuals who at the time and date of entry are current: (i) TVG Account (defined below) holders who are legal residents of a TVG Participating State (as defined below) and are twenty-one (21) years of age or older, or (ii) 4NJBets Account holders who are legal residents of the state of New Jersey and are eighteen (18) years of age or older. Employees, officers and directors of Promotion Entities, their parent companies, and each of their respective affiliates, subsidiaries, cable/satellite affiliates, advertising and promotion agencies, retailers, distributors, and each of such employees’, officers’ and directors’ immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to participate in the Promotion or receive a Promotion Bonus. Additionally, TVG reserves the right to refuse or otherwise restrict your eligibility to participate in any Promotion for any reason, in our sole discretion, including based on your wagering patterns or wagering history or if you failed to take advantage of any previous Promotion in good faith. Void where prohibited by law.
- 3. How to Qualify:** You must opt-in to participate in this Promotion. To qualify for the Promotion, current TVG, or 4NJBets member account (collectively, “**TVG Account**”) holders must opt-in to the Promotion. Once opted-in, place a win, win/place, win/show or win/place/show wager (“**Eligible Wager**”) on select races held at Churchill Downs to be published 1-2 days prior to such races at www.tvg.com/promos/MoneyBack/derby-week-2023 on any Promotion Day (each an “**Eligible Race**”); **provided that any wagered race that is subject to any other Sponsor promotion bonus award will not be deemed an Eligible Race for purposes of this Promotion.** Only the first Eligible Wager placed after opting in to the Promotion on a single horse in an Eligible Race will be eligible to earn a bonus. Limit one Eligible Wager per Eligible Race. Only the win portion of a win/place, win/show or win/place/show wager shall be counted as an Eligible Wager.
- 4. Promotion Bonus Payout Determination:** After opting-in and making an Eligible Wager on an Eligible Race on any Promotion Day, in the event the horse on which your Eligible Wager was bet comes in 2nd or 3rd place in that Eligible Race, you will receive the amount of the win portion of your Eligible Wager, up to a maximum of Ten Dollars (\$10) total per household per Eligible Race (“**Promotion Bonus**”). A Promotion Recipient who makes multiple Eligible Wagers may earn more than one Promotion Bonus. The official results, order of finish and payouts are determined by the host racetrack and its racing officials in their sole and absolute discretion. Notwithstanding anything to the contrary herein, a race must have at least eight (8) separate betting interests in order to be deemed an Eligible Race in respect of Eligible Wagers that came in 3rd place and at least six (6) separate betting interests in order to be deemed an Eligible Race in respect of Eligible Wagers that came in 2nd place. In other words, if a Promotion participant’s Eligible Wager came in 3rd place on a race in which there were six separate betting interests, the Promotion participant would not earn any Promotion Bonus in respect of such Eligible Wager. If the horse on which a Promotion participant’s Eligible Wager was bet came in 2nd place on a race in which there were four separate betting interests, the Promotion participant would not earn any Promotion Bonus in respect of such Eligible Wager.
- 5. Promotion Bonus Payout:** Promotion Bonus recipient(s) will receive the Promotion Bonus within five (5) days from the end of the applicable Eligible Race, which will be credited to Promotion Bonus recipient’s account. Promotion Bonus recipients will be solely responsible for all federal, state, and local taxes, and for any other fees or costs associated with the Promotion Bonus they receive, regardless of whether the Promotion Bonus, in whole or in part, is used. The Promotion Bonus value may be reported for tax purposes as required by law. The Promotion Bonus is not transferable and cannot be substituted except in Promotion Entities sole discretion. The Promotion Bonus may only be used for wagering on your TVG Account. The invitation to participate in the Promotion is not transferable.

6. **Administration:** The Promotion Entities expressly reserve the right to amend, suspend or terminate this Promotion at any time without prior notice or consent. Administration of this Promotion is at the sole discretion of the Promotion Entities. Any questions relating to eligibility, these Terms and Conditions or any other questions concerning this Promotion will be resolved at the sole discretion of Promotion Entities and their decisions will be final and binding with respect thereto. No groups, clubs, corporations, companies, partnerships, or organizations may participate in this Promotion or reproduce or distribute any portion of these Terms and Conditions to their members.

7. **Release and Waiver of Liability:** By redeeming this Promotion, participants agree to release, defend, indemnify and hold harmless the Promotion Entities, and each of their respective parent corporations, subsidiaries, advertising and promotion agencies, affiliates, directors, officers, employees, representatives and agents from and against any and all liability claims or actions of any kind whatsoever (however named or described) for injuries, death, damages or losses to persons and property which may be sustained in connection with: (i) your participation in the Promotion; and (ii) the receipt, use or misuse of the Promotion Bonus, or while preparing for, participating in, and/or traveling to any Promotion-related activity, including those damages caused by the Promotion Entities' own negligence. The Promotion Entities expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use or misuse of the Promotion Bonus. In consideration of the Promotion Bonus, each individual hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of such individual's name, photograph, likeness (including his/her voice), biographical information and statements concerning the Promotion, in any and all advertising, promotions and other publicity conducted by the Promotion Entities, and each of their respective parents, subsidiaries and affiliates.

8. **Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of participants and the Promotion Entities in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

9. **Dispute Resolution:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Promotion Entities shall be entitled to seek injunctive or equitable relief in the state and federal courts in Los Angeles County, California and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Promotion shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("**JAMS**") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("**AAA**") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Los Angeles, California. The federal or state law that applies to these Terms and Conditions will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Los Angeles County, California. The Promotion Entities agree to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of participant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

10. **LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NONE OF THE PROMOTION ENTITIES ARE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO REDEMPTION OF THE PROMOTION, EVEN IF FORESEEABLE OR EVEN IF THE PROMOTION ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

11. **TVG Participating States:** The term "**TVG Participating States**" refers to the following states: Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Idaho, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Montana, New Hampshire, New Mexico, New York, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Dakota, Vermont, Virginia, Washington, West Virginia and Wyoming.

12. **Miscellaneous:** No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof, nor shall waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of

competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

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