

Circa Sports Kentucky "Ultimate Game Day Giveaway" Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

BY ENTERING INTO THIS SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES, WHICH CONSTITUTE A CONTRACT, SO READ THEM CAREFULLY. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT, DO NOT ENTER THIS SWEEPSTAKES.

Sponsor: The Circa Sports Kentucky "Ultimate Game Day Giveaway" Sweepstakes (the "Sweepstakes") is sponsored by Circa Sports Kentucky LLC, with a principal place of business located at 1 Fremont St, Las Vegas, NV, 89101 ("Sponsor" or "Circa Sports Kentucky").

Eligibility: The Sweepstakes is a promotional event that is open to residents of the fifty (50) United States (including District of Columbia), who are at least twenty-one (21) years old at the time of entry and are otherwise eligible to participate in gambling activity in Kentucky.

Each person who enters the Sweepstakes is referred to herein as a "Participant". The following persons are not eligible to participate in the Sweepstakes and/or to win a prize: employees, officers, directors, agents, owners of the Sponsor and their respective affiliated entities, any advertising, promotional agency or other entity involved in the creation, administration or fulfillment of this Sweepstakes (collectively referred to herein as the "Sweepstakes Entities"), and the immediate family members (defined as spouse, parent, child, sibling, or grandparent, whether biological, adoptive, step or in-law) and those living in the same household (regardless of whether related).

Patrons who are listed on the Statewide Voluntary Self-Exclusion Program, any other excluded patron list, or are not otherwise eligible to participate in gambling activity in Kentucky are not eligible to participate in the Sweepstakes. Patrons who are taking a gaming hiatus / cooling off period through the Circa Sports Kentucky mobile app are ineligible for the Sweepstakes until such Patron's exclusion date or cooling off date expires. Participants who are taking a gaming hiatus / cooling off period through the Circa Sports Kentucky mobile app are not eligible to participate until after the Participant's exclusion date or cooling off date expires.

Sweepstakes Period: This Sweepstakes will be held at The Mint Gaming Hall at Kentucky Downs located at 5629 Nashville Road, Franklin, KY 42134 inside the Sportsbook ("Venue"). The Sweepstakes will begin Monday, November 3, 2025 at 12:00 PM CT and end on Wednesday, December 31, 2025 at 11:59 PM CT (the "Sweepstakes Period").

How to Enter: During the Sweepstakes Period, eligible persons may enter the Sweepstakes by scanning the provided QR code at the venue and completing the Data Collection Form, providing their first name, last name, email address, phone number, and zip code (each, an "Entry"). Participants are limited to one (1) Entry during the Promotional Period.

By entering this Sweepstakes, Participant agrees that they have read and accepted (A) these Official Rules; (B) Sponsor's privacy policy, which is available at circasports.com/kentucky; (C) Sponsor's Terms of Use, which is available at circasports.com/kentucky, and (D) Sponsor's Financial Incentive



Notice, where applicable, which is available at <u>circasports.com/kentucky</u>, and each of which is incorporated by reference and made a part of these Official Rules.

Selection of Winning Participants: On January 4, 2026, at 12:00 PM CT, one (1) Winning Participant will be selected at random. The Winning Participant will be contacted via email by a representative of Circa Sports Kentucky. Odds of winning depend entirely on the number of valid Entries received during the Sweepstakes Period.

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. FURTHER, A PURCHASE WILL NOT IMPROVE A PARTICIPANT'S CHANCES OF WINNING A PRIZE IN THIS SWEEPSTAKES. OUTCOME OF ONSITE ENTRY WAGER OR VALUE OF ONSITE ENTRY WAGER WILL NOT IMPROVE A PARTICIPATN'S CHANCES OF WINNING A PRIZE IN THIS SWEEPSTAKES.

Prize(s): The Winning Participant will receive the following prizes provided by Circa Sports Kentucky:

- 1. One (1) booth at the Venue to be used on the day of the Winning Participant's choice, pending approval from Circa Sports Kentucky. The Winning Participant may select a date to use the booth between January 5, 2026, and December 31, 2026. (Estimated retail value of \$150)
- 2. One (1) food and beverage credit for \$500.00 to be used on the day of the booth reservation at the Venue.

The Winning Participant will receive the following prizes provided by the Mint Gaming Hall at Kentucky Downs:

- 1. One (1) 2-night stay at Springfield Suites by Marriott Franklin Mint located at 5629 Nashville Road, Franklin, KY 42134. (Estimated retail value of \$400)
- 2. One (1) \$200.00 credit to be used at the Iron Steakhouse located inside the Mint Gaming Hall at Kentucky Downs (5629 Nashville Road, Franklin, TN 42134).
- 3. One (1) \$100.00 credit to be used for the Historic Horse Racing ("HHR") machines at the Mint Gaming Hall at Kentucky Downs (5629 Nashville Road, Franklin, TN 42134).
- **Blackout dates and certain exclusions may apply. Offer subject to availability at the time of redemption.
- **Total value of the prize has an estimated retail value of \$1,350.

**All prizes will be voided if not used by December 31, 2026.

No Prize may be transferred and must be accepted as awarded. A Winning Participant may not request cash or a substitute prize; however, Sponsor reserves the right to substitute the Prize with another prize of equal of greater value if the Prize is not available for any reason, as determined by Sponsor in its sole discretion.



All costs and expenses associated with a Winning Participant's acceptance, collection and use of a prize not specified herein as being provided as part of the Prize are the sole responsibility of the Winning Participant.

Winning Participant will be required to verify eligibility, as applicable, and may be required to complete an "<u>Affidavit of Eligibility</u>" and/or a "<u>Receipt, Release and Discharge</u>" form prior to accepting a Prize and if he/she does not produce such documentation, an alternative Winning Participant may be selected and the original Winning Participant's rights to the prize may be forfeited, at Sponsor's discretion.

Winning Participant is responsible for providing a credit card at the time of check-in for hotel incidental fees. Incidental fees are charged at up to \$100 per night and are held for the duration of the stay. Fees will be lifted if no damage occurs. Winning Participant is also responsible for all taxes, costs and expenses not specified herein as being covered by Sponsor including, but not limited to, meals, beverages, gratuities, taxes, hotel incidentals, excursions, fees, surcharges, service charges, transportation expenses, departure and airport taxes, passport fees, visa fees, security fees, and transfers and/or ground transportation including taxis. Winning Participant must comply with all applicable requirements and restrictions related to the prize including, without limitation, applicable travel dates, travel documentation and reservation and confirmation procedures.

Notification of Winning Participant: On January 4, 2026, at 12:00 PM CT, one (1) Winning Participant will be selected at random. The Winning Participant will be contacted via email by a representative of Circa Sports Kentucky. Odds of winning depend entirely on the number of valid Entries received during the Sweepstakes Period. The Winning Participant will be notified per the information collected on the Data Collection Form. If the Winning Participant cannot be reached via the Data Collection Form within forty-eight (48) hours, Sponsor will randomly select an alternative Winning Participant.

LIMITATION OF LIABILITY. By entering the Sweepstakes, and upon receipt of a Prize, each entrant agrees: (a) to be bound by these Official Rules and by all applicable laws and all decisions of Sponsor; (b) to waive any rights to claim ambiguity with respect to the Official Rules; (c) to waive all of his or her rights to bring any claim, action, or proceeding against any of the Sweepstakes Entities; and (d) to release, indemnify, and hold harmless the Sweepstakes Entities and their respective officers, directors, employees, agents and representatives (each, a "Released Party"), from any liability (including, without limitation, liability for any property loss, damage, personal injury, bodily injury, death, loss, expense, accident, delay, inconvenience or irregularity), costs and expenses (including, without limitation, reasonable outside attorney's fees and costs) that may arise in connection with the Sweepstakes, any receipt, use or misuse of a Prize, or these Official Rules, including but not limited to changes to these Official Rules and/or cancellation of the Sweepstakes.

Taxes: The value of the Prize won by the Winning Participant of the Sweepstakes may be taxable under applicable federal, state and/or local laws as income to such Winning Participant. If applicable, the Sponsor will provide the Winning Participant with appropriate subsequent IRS Forms W-9 and 1099-MISC. The Winning Participant is solely responsible for any and all taxes and/or fees associated with the Prize, and upon receipt of the Prize, be required to comply with any and all applicable federal, state and local laws, rules and regulations.



USE OF DISCLOSED INFORMATION: Information transmitted to Sponsor will generally be treated as non-confidential and non-proprietary. Except where prohibited by law, entry constitutes permission to use each Winning Participant's name, required Participant information, biographical information and/or likeness for online posting and /or any other written or photographic advertising and publicity without additional compensation, consideration, notice or review. Further, by entering this Sweepstakes, the Participant is granting Sponsor permission to use his/her contact information to (i) contact him/her regarding a prize, and (ii) provide him/her with marketing or other informational materials related to Sponsor.

General Conditions: Sponsor is not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; (ii) any condition caused by events beyond the control of the Sponsor that may cause this Sweepstakes to be disrupted or discontinued; (iii) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, or use of a prize, or from participation in this Sweepstakes; (iv) any printing or typographical errors in any materials associated with this Sweepstakes, or (v) late, lost, delayed, or damaged delivery of the prize. Sponsor reserves the right, at its sole discretion, to suspend, modify or terminate this Sweepstakes (or portion thereof) for any or no reason, including if Sponsor determines that any portion of this Sweepstakes is compromised for any reason, and, if terminated, at the Sponsor's discretion, Sponsor may select the potential Winning Participant(s) for the drawing(s) at issue from among all non-suspect, eligible entries received for the applicable drawing(s) prior to action taken.

Sweepstakes Rules: A copy of these Sweepstakes Rules and any changes will be available at www.circasports.com/kentucky throughout the duration of this Sweepstakes. Please visit and contact us via www.circasports.com/support for any inquiries concerning the Sweepstakes, including for a list of Winning Participants.

All decisions regarding the interpretation of these Sweepstakes Rules, eligibility, etc., for the Sweepstakes are solely within the absolute discretion of Sponsor's management, whose decisions shall be final.

Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Sweepstakes Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the Commonwealth Kentucky.

Dispute Resolution: Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees (1) that any and all disputes and causes of action arising out of or connected to this Sweepstakes, or prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association ("AAA"), and held at the AAA regional office nearest to the entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings of such arbitration; and (3) judgement upon any award resulting from such arbitration may be entered in any court having jurisdiction. Under no circumstances shall an entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim any punitive, incidental, or consequential damages, or any other damages, whether foreseeable or unforeseeable, whether based on negligence or otherwise, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participation in this Sweepstake), and entrant further waives all rights to have damages multiplied or increased.



Force Majeure: As used herein, a "<u>Force Majeure</u>" event shall mean the interruption of or material interference with Sponsor's managements' ability to grant to the Winning Participant the Prize by any cause or occurrence not within Sponsor's reasonable control, including, but not limited to, fire, flood, epidemic, pandemic or other public health emergency, earthquake, explosion, hurricane, terrorist threat or activity, governmental order of temporary casino closure, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war, or any federal, state or local government law, order or regulation, or order of any court. In the event of a Force Majeure, Sponsor may reschedule the Sweepstakes, or may cancel the Sweepstakes altogether.

Severability: If any provision(s) of these Official Rules is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Sponsor reserves the right, in its sole discretion, to supplement or make changes to these Official Rules.

Social Media Disclosure: Although this Sweepstakes may be advertised on Facebook, the platform X, formerly known as Twitter, Instagram, YouTube or other social media platforms of Sponsor, this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, X, Instagram, YouTube or other social media platforms. Entrants are providing their information to Sponsor and not to Facebook, X, Instagram, YouTube or other social media platforms. The information an entrant provides will only be used by Sponsor and its agents. By entering, entrants provide a complete release of Facebook, X, Instagram or YouTube from any and all responsibilities implied or provided by Sponsor and acknowledge that this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, X, Instagram or YouTube. By entering this giveaway, a Participant agrees to grant Circa Sports Kentucky unconditional use of his or her name and likeness/image for use in any promotional material, advertising and/or announcements without compensation, consideration, notice, review or further consent. Circa Sports Kentucky has sole and absolute discretion to determine the content of any promotional material.

Management, at their sole discretion, reserves the right to include or exclude any patron from participating in any Circa Sports Kentucky promotion for any reason. Circa Sports Kentucky management reserves all rights to modify or cancel this Promotion at any time without notice. All disputes will be settled by Circa Sports Kentucky management, and management will be the sole and final judge.

Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy at www.circasports.com/privacy.