

“And They’re Off” Trivia Contest Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open only to individuals who are legal residents of the 50 United States or the District of Columbia and who are at least 18 years of age as of the date of entry and of legal adult age in their state of residence. Void where prohibited by law. Employees of Blood-Horse Publications (“Sponsor”), their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and the immediate family members and/or those living in the same household of each are not eligible. By participating, entrants agree to be bound by the Official Rules and the decisions of Sponsor.

HOW TO PLAY:

- 1) View the video program, “And They’re Off” on BloodHorse.com between March 11, 2009 at 12:00:01 A.M., ET and April 10, 2009 at 11:59:59 A.M, ET (“Promotion Period”). Two different shows will be available during the Promotion Period (March 11 and March 24) during which the host will read the trivia question related to the Kentucky Derby.
- 2) Submit your answer to the trivia question through the VideoFeedback@bloodhorse.com link that can be found to the right of the video player posted on <http://www.bloodhorse.com/horse-racing/videos/> and within a text box that states: *“We want your feedback! Send us a note to let us know what you thought about this video, or any of our other video offerings. Thank You!”* Click the link and follow the instructions to complete each step and submit your answer. You must include the answer to the trivia question, your first and last name, your phone number (including the area code), and all other information requested at the link.

Only one submission is allowed per e-mail address. If multiple submissions come from the same e-mail address, the first submission as determined by the time and date stamp on the e-mail will be considered the first and official entry into the contest. Illegible and incomplete entries are void. Sponsor is not responsible for lost, late, misdirected, incomplete entries or entries not received. In the event of a dispute over who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the e-mail account identified on the online entry form. Authorized account holder is deemed to be the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entries become the property of Sponsor and will not be returned.

WINNER SELECTION: After the end of the Promotion Period, on April 14 between 10 a.m. and 10:30 a.m. ET, the hosts of “And They’re Off” will conduct a random drawing from among the eligible entries that submitted the correct answer to the trivia question. The first name selected from among those will be the Grand Prize Winner; the next three selected will be Consolation Winners. Winners will be notified via email and/or telephone, at Sponsor’s discretion. Odds of winning depend on number of eligible entries received.

PRIZES: GRAND PRIZE (1): Access to the stable area of Churchill Downs on Thursday, April 30, 2009, accompanied by the hosts of “And They’re Off.” The Winner’s tour of the Churchill Downs backside will be taped with segments to be aired in subsequent editions of the “And They’re Off” program. By accepting the Grand Prize, the Winner grants Blood-Horse Publications the right to use his or her image as part of the “And They’re Off” program and in all print and digital publications and promotions associated with “And They’re Off.” **PRIZE EXCLUDES** any other expenses incurred by winner incidental to the acceptance, participation in

and enjoyment of the GRAND PRIZE, such as admission (general or otherwise) to Churchill Downs, travel, accommodations, meals, beverages, merchandise and souvenirs, other incidental and personal expenses, gratuities, and all other expenses, which remain solely the winner's responsibility. ARV: This prize has no determinable monetary value. If the potential Grand Prize winner cannot participate in Grand Prize as offered or fails to comply with any provision of the Official Rules, then the Grand Prize will be not be awarded to that potential winner. It will instead be offered to the first Consolation Prize winner selected during the random drawing. If the first Consolation Prize winner cannot participate in Grand Prize as offered or fails to comply with any provision of the Official Rules, then the prize will be offered to the second Consolation Prize winner. If the second Consolation Prize winner cannot participate in Grand Prize as offered or fails to comply with any provision of the Official Rules, then the prize will be offered to the third Consolation Prize winner. If the third Consolation Prize winner cannot participate in Grand Prize as offered or fails to comply with any provision of the Official Rules, then an alternate potential winner may be selected, at Sponsor's discretion, by random draw from all remaining eligible entries. Prize can be used only by confirmed Grand Prize winner; it may not be transferred; and it can not be sold or offered for sale on the through any medium. **CONSOLATION PRIZES** (3): Blood-Horse ballcap and set of four books (4) written by Steve Haskin – softcover editions of *John Henry* and *Dr. Fager* and a hardcover edition of *Kelso* from the Thoroughbred Legends Series, plus a hardcover edition of *Tales of the Triple Crown*. ARV: \$96.00

Prizes consist of only the items specifically listed as part of the prize. Prizes are not redeemable for cash, and they are not transferable, assignable, or substitutable except in Sponsor's sole discretion.

All federal, state and local taxes are the sole responsibility of winners. All federal, state and local laws and regulations apply. Potential winners may be required to sign and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form, which may require social security number, within 7 days of the date on notification materials. Noncompliance within this time period and/or return of any prize/prize notification as undeliverable may result in disqualification and an alternate potential winner may be selected from Consolation Prize winners or by random draw from all remaining eligible entries. All winners must produce picture or some other form of proper identification to claim any prize. Sponsor reserves the right to substitute any prize with prize of equal or greater value. Acceptance of any prize constitutes permission to the Sponsor to use winners' names, voices, statements, images and likenesses for purposes of advertising and trade, in any medium, without further compensation, unless prohibited by law.

TERMS: Sponsor 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 promotion, whether caused by computer, technical or human error. Winners assume all liability and agree to hold Sponsor harmless for any injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of any prize; and in no event will Sponsor be liable for any indirect, incidental, consequential or punitive damages arising out of your participation in this promotion or acceptance of any prize. Sponsor is 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, any damage to any person's computer related to or resulting from participating in the online portion of the promotion, lost or unavailable network 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. Sponsor reserves the right to cancel or modify the program for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the promotion; or if a computer virus, bug, or other technical problem corrupts the

administration, security, or proper administration of the promotion as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify, freeze or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. CAUTION: Any attempt to damage www.bloodhorse.com or undermine the operation of this promotion is a violation of criminal & civil laws. Sponsor reserves the right to disqualify and/or seek damages from any individual making any such attempts to the full extent permitted by law.

Any disputes about this promotion must be resolved individually, without resort to class action, in the appropriate state court in the Commonwealth of Kentucky exclusively, and subject to the laws of the Commonwealth of Kentucky. Should there be a conflict between the laws of the State of Kentucky and any other laws, the conflict will be resolved in favor of the laws of the State of Kentucky.

WINNERS: The names of the winners will be available after April 24, 2009 at www.bloodhorse.com.

SPONSOR: Blood-Horse Publications, 3101 Beaumont Centre Circle, P.O. Box 919003, Lexington, KY, 40591-9903.