

# THOROUGHBRED RETIREMENT OF TAMPA, INC.

## 50/50 JACKPOT

### OFFICIAL RULES FOR 5/6/2017

**NO CONTRIBUTION OR PURCHASE NECESSARY TO ENTER OR WIN.** Thoroughbred Retirement of Tampa, Inc. (TROT), an official charity of Tampa Bay Downs, Inc., and a Section 501(c)(3) tax-exempt organization (TROT), is sponsoring a single-prize chance drawing ("Jackpot") to be conducted Saturday, May 6, 2017 at Tampa Bay Downs, during a time period from 10:30am to 5pm, Eastern Daylight time ("time period").

**ELIGIBILITY:** At time of entry, entrants must be at least 18 years of age. TROT has the right to request photo identification from any person desiring to enter the Jackpot. Jackpot is void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply. Employees of TROT and members of their immediate family and residents of their household are not eligible to enter. "Immediate family" includes only an employee's spouse, parents, children and employee's siblings living in the same household.

**TO ENTER:** No purchase or contribution is necessary to enter or to win. To enter, an eligible entrant must request and receive in person during the Entry Period from a designated representative of TROT an official Jackpot Notification number ("Notification Number") via text or email for the Jackpot to be conducted on May 6, 2017. Each Notification will bear a unique identification number ("Notification Number") and those Numbers shall be used to determine the winner of the Jackpot. Notification Numbers may only be obtained for the Jackpot to be held on that date and may not be obtained for future Jackpots. The suggested minimum cash contribution to TROT, in connection with the receipt of a Notification Number, is **\$5 for one (1) Notification Number, \$10 for three (3) Notification Numbers, \$20 for ten (10) Notification Numbers, \$50 for thirty-five (35) Notification Numbers and \$100 for sixty (60) Notification Numbers** (with the total amount of all such contributions made during the Entry Period on that particular date in connection with the receipt of Notification Number, as determined by TROT in its sole discretion, being hereinafter referred to as the "Jackpot Proceeds"). Notification Numbers may be obtained only at the Event during the Entry Period. Notification Numbers may be obtained from designated representatives of TROT who will be circulating from time to time throughout the Event during the Entry Period. TROT also may elect from time to time to designate other location(s) at which Notification Number may be obtained. There is a maximum of one Notification Number per eligible person per Entry Period if no donation is made by such person, with such Notification Number to be obtained during the Entry Period (photo identification will be required to be shown). If a person does not have or wish to purchase an admission Notification Number, a Notification Number may be requested during the Entry Period from a representative at the Event. Any person who obtained a Notification Number in accordance with the provisions of the immediately preceding sentence can inquire at [www.cutthecash.com](http://www.cutthecash.com). Entering the Jackpot does not permit a contest entrant to enter the Event. A request for and receipt of a Notification Number constitutes the entrant's full and unconditional agreement to and acceptance of these rules, terms and conditions, including all entry requirements.

**DRAWING AND NOTIFICATION OF PRIZE WINNER:** The potential winner of the Raffle "Grand Prize" (as that term is defined hereinafter) will be selected by random drawing from all eligible entries received during the applicable Entry Period, with the drawing to be held at the Venue, and the winning Ticket Number ("Winning Number") announced over the Venue's public-address system and shown on the Venue Scoreboard (collectively, the "Notifications"), after 5pm Eastern Daylight Time at the Venue on that date. The holder ("Raffle Winner") of the ticket (the "Winning Ticket") bearing the Winning Number will be directed via the Notifications to bring the Winning Ticket to the TROT informational table on the first floor grandstand area near the gift shop within thirty (30) minutes. Entrants need not be present to win. The Winning Number shall be posted ("Website Posting") at

www.cutthecash.com on the contest day shortly after 5pm Eastern Daylight Time. The Winning Number will also be posted on TROT's website (www.tampatot.org). The Winning Number shall remain posted throughout the "Claims Period" (as that term is defined hereinafter) or can be obtained by calling (352) 356-8768 ("Sponsor Telephone Number") during the Sponsor Business Hours and asking to speak to a representative. In order to be eligible to claim the Grand Prize, the Raffle Winner must deliver the Winning Ticket to a Sponsor Representative prior to the 10 day expiration on the date of the Raffle with respect to which the Raffle Winner has the Winning Ticket or during the Sponsor's Business Hours within the time period (the "Claims Period") that ends at the close of Sponsor's Business Hours on the date that is ten (10) days after the Raffle was held with respect to which the Raffle Winner has the Winning Ticket. Any transportation required for the Raffle Winner to make delivery of the Ticket shall be the Raffle Winner's sole responsibility and will not be furnished or paid for by Sponsor.

Upon presentation of the Winning Ticket to Sponsor during the Claims Period and verification by Sponsor that it bears the Winning Number and is the authentic Winning Ticket (no copies, facsimiles or other likeness' permissible) (with the date upon which the Winning Ticket is presented to Sponsor being hereinafter referred to as the "Delivery Date"), the Ticket will be retained by Sponsor, the Raffle Winner shall provide his or her photo identification and one other form of identification as noted below, mailing address ("Mailing Address") and telephone number, and Sponsor shall provide the Raffle Winner with written verification that he or she has won the Raffle. The Raffle Winner will be required to execute and deliver to Sponsor an Affidavit of Eligibility and Liability/Publicity Release provided by Sponsor and in a form acceptable to Sponsor in its sole discretion and a W-9 tax form (and the Winner must provide Sponsor with two forms of identification satisfying the IRS requirements necessary to complete the annual W-2G form) at the time the Raffle Winner delivers the Winning Ticket to Sponsor. Upon compliance with the foregoing provisions, Sponsor shall mail a check in payment of the Grand Prize, less the "Withholding Amount" (as that term is defined hereinafter), if any, to the Raffle Winner at the Mailing Address within thirty (30) days after the Delivery Date. If the Grand Prize was more than \$600, the Raffle Winner will receive on or before January 31, 2018 a W-2G federal income tax form setting forth the amount of the Grand Prize and the Withholding Amount (if any).

Sponsor will award the Grand Prize only upon verification of the Raffle Winner and the Winning Ticket in Sponsor's sole discretion. Decisions by Sponsor as to Raffle Winner eligibility and acceptance or disqualification will be final and binding. If the potential winner has not complied with these Official Rules, including the delivery of the Winning Ticket, the provision of his or her photo identification and another acceptable form of identification, Mailing Address and telephone number, and the execution of the Affidavit of Eligibility and Liability/Publicity Release and W-9 tax form during the Claims Period, the Grand Prize will be forfeited and shall be retained by Sponsor. In the event the potential winner does not accept the Grand Prize, is disqualified for any reason or fails to comply with these Official Rules, the Grand Prize will be forfeited and shall be retained by Sponsor. Upon prize forfeiture, no compensation will be given to the potential winner. Failure of any potential winner to sign any requested document or failure of any potential winner to comply with any terms in these Official Rules may disqualify the winner in the Sponsor's sole discretion and the potential winner may forfeit the Grand Prize.

If no one presents the Winning Ticket to Sponsor prior to the end of the Claims Period in accordance with the procedures set forth above, the Grand Prize will be forfeited and shall be retained by Sponsor. The Grand Prize will not be awarded to any other person. Sponsor will not be required to attempt to notify or locate the holder of the Winning Ticket in any manner other than by making the Notifications and making the Website Posting. Sponsor also will not be responsible if the holder of the Winning Ticket leaves the Venue before the Notifications are made, is not in his or her seat when the Notifications are made, does not hear or see the Notifications, does not check the Website Posting or call the Sponsor Telephone Number, is otherwise unaware that he or she has the right to collect the Grand Prize or does not present the Winning Ticket at one of the designated locations

within the required time as set forth in these Official Rules. If the holder of the Winning Ticket attempts to deliver the Winning Ticket to Sponsor and collect the Grand Prize at a later time or date, he or she will be notified that the Grand Prize has been forfeited.

**GRAND PRIZE:** The holder of the winning Notification Number shall be entitled to receive, upon compliance with these Official Rules, the greater of: a) fifty percent (50%) of the Jackpot Proceeds; or b) One Hundred Dollars (\$100.00), designated as the "Grand Prize". TROT is required by law to withhold and remit to the Internal Revenue Service on the Winner's behalf an amount equal to twenty-five percent (25%) of the Grand Prize (such amount being referred to herein as the "Withholding Amount") if the Grand Prize is greater than \$5,000 and if the Winner is a citizen or resident alien of the United States with a Social Security Number (different rules as promulgated by the Internal Revenue Service apply for nonresident aliens and for resident aliens and citizens of the United States who do not have a Social Security number).

**PRIZE RESTRICTIONS AND ODDS:** The Grand Prize is not transferable or assignable and cannot be substituted for another prize. Any and all taxes, fees, and other costs including but not limited to federal and, if applicable, state and local income and withholding taxes that may arise and be due or asserted on the value of the Grand Prize are the sole responsibility of the Jackpot Winner. Odds of winning depend on the number of eligible entries received.

**PUBLICITY RELEASE:** The Jackpot Winner agrees that acceptance of the Grand Prize grants to TROT and Tampa Bay Downs the right to print, publish, broadcast, and use world-wide, in any media now known or later developed at any time or times, the winner's name, portrait, picture, voice, likeness, and biographical information for any purpose, including but not limited to advertisements, publicity, and other communications without additional compensation, except where prohibited by law.

**RELEASE:** : As a condition of entering the Jackpot, and by accepting a Notification Number, each entrant agrees that: (1) under no circumstances will the entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than actual out-of-pocket expenses, if any; (2) all causes of action arising out of or connected with the Jackpot or any prizes awarded shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees and costs. BY ENTERING THE JACKPOT, THE JACKPOT WINNER AGREES TO RELEASE, DISCHARGE AND HOLD HARMLESS THOROUGHBED RETIREMENT OF TAMPA, INC., TAMPA BAY DOWNS INC., AND THE CUT THE CASH, LLC, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE JACKPOT OR THE ACCEPTANCE, USE, MISUSE, NON/USE, OR POSSESSION OF THE GRAND PRIZE, OR ANY PRIZE-RELATED ACTIVITY.

**DISCLAIMER:** TROT is not responsible for any errors which may occur in connection with the administration of the Jackpot, the processing of entries, the Notifications or the Website Posting, any other announcements or telephone or in-person conversations relating to the Jackpot or in any Jackpot-related materials. TROT reserves the right, in its sole discretion, to terminate, modify, or suspend any Jackpots should TROT determine, in its sole discretion, that any virus, bug, non-authorized human intervention or other causes beyond its control have corrupted or affected the administration, security, fairness or proper conduct of the Jackpot. In such case, TROT will select the Winning Number from all eligible entries received prior to the aforesaid action taken by TROT. TROT is not responsible for, and reserves the right to correct, typographical, clerical or printing errors in any Jackpot-related materials, including these Official Rules. TROT is not responsible or liable for any events beyond the control of TROT which may cause the Jackpot to be stopped, including but not limited to any error, omission,

interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alteration of, entries, nor is TROT responsible for any failure of any Notification Number to be delivered on account of technical problems or human error, or any combination thereof. TROT may exclude, disqualify or terminate participation in the Jackpot to any entrant who, in TROT's sole discretion: (a) ignores these Official Rules; (b) acts in a manner TROT determines to be not fair; (c) acts with an intent to annoy, threaten or harass any other entrant or TROT; (d) acts in any other disruptive manner; or (e) tampers with the entry process. TROT will not replace any lost, mutilated, or stolen Notification Number. TROT reserves the right to make changes in the rules of the Jackpot, which changes will become effective upon publication of revised Official Rules at [www.tampatrot.org](http://www.tampatrot.org).

**CAUTION:** ANY ACT OR ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF ANY JACKPOT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, TROT RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

**CHOICE OF LAW AND JURISDICTION:** : Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants, the potential winner and TROT in connection with any Jackpot, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that might otherwise cause the application of the laws of any jurisdiction other than the State of Florida. Any action seeking legal or equitable relief arising out of or relating to any Jackpot or these Official Rules shall be brought only in the courts of the State of Florida located in Hillsborough County.

**WINNER'S IDENTITY:** For the name of the Grand Prize winner of any of the Jackpots, send a self-addressed, stamped envelope to TROT, Attn: 50/50 Raffle, PO Box 1621, Oldsmar FL 34677-1621.

**THOROUGHBRED RETIREMENT OF TAMPA, INC. (TROT):** The sponsor of the Jackpot is THOROUGHBRED RETIREMENT OF TAMPA, INC., PO Box 1621, Oldsmar FL 34677-1621. A copy of these Official Rules is available from the TROT representative during the Entry Period at the aforesaid office address during TROT's Business Hours (which are Monday through Friday, 9am to 6pm, Saturday and Sunday, 10am to 2pm; all times are Eastern), and at [www.tampatrot.org](http://www.tampatrot.org) or will be sent by mail if request is accompanied by a self-addressed, stamped envelope.

Florida Department of Agriculture & Consumer Services Registration Number CH17965  
A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE OF FLORIDA. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE.

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