



## 2017 HorsePlay Toyota Yaris iA Giveaway

Beginning on Friday, May 5<sup>th</sup> during every live racing night at **Meadowlands Racing Entertainment**, each guest can pick up a free horse at the Players Club desk or Horseplay table in front of the Winner's Circle to toss at the **Horseplay Toyota Yaris iA Giveaway**. Participants attempt to toss their numbered horse into the window of a moving car. A winner, randomly chosen from all the horses that make it into the car, will receive a \$100 betting voucher. Each night's winner will be entered into a grand prize drawing to win a **Toyota Yaris iA** on Friday, August 4, 2017. Participants must be present to win. After the horse toss each night, children get to pick up all the horses left on the track and receive a FREE ice cream from The Cafe'.

For every horse that makes it into the Toyota Yaris iA Meadowlands Racing & Entertainment donate \$10 to the designated monthly charity. The May donation recipient is **Sean Hanna Foundation**, the June donation recipient is **Pony Power Therapies** and the July/August donation recipient is **National Council on Alcoholism and Drug Dependence of NJ**.

**“2017 Horseplay” Giveaway (the “Promotion”)  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING. MUST BE PRESENT TO WIN.**

**DATES OF PROMOTION:** The Promotion begins on May 5, 2017 and ends on August 4, 2017 (the “Promotion Period”), subject to race dates outlined in the “ENTRY PERIODS” section of these Official Rules, while supplies last.

**ELIGIBILITY:** The Promotion is open only to legal residents in the continental United States, who are 18 years of age or older (the “Entrant”). **All potential winners will be notified by telephone immediately following the random drawing.** Employees, officers, directors, managers and employees of New Meadowlands Racing & Entertainment, LLC (the “Sponsor”), Toyota Motor Sales USA, Inc., Ark, Sportech and each of their respective parent companies, subsidiaries, affiliates, wholesalers, retailers, distributors, suppliers, advertising, promotion agencies and any others engaged in the development, production, execution or distribution of this Promotion, including National Sweepstakes Company, LLC (the “Independent Administrator”) and Owners, Drivers, Trainers and their agents who currently have horses racing at the Venue (hereafter collectively, “Released Parties”), and each such individuals immediate family members (mother, father, sister, brother, child, husband, wife and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate or win. Promotion is subject to all federal, state and local laws and regulations. All applicable federal, state and local laws apply. Promotion is void outside the state of New Jersey and where ever else restricted or prohibited by law. By entering the Promotion, Entrants and winners accept the conditions stated in these Official Rules, agree to be bound by the decision of the Sponsor or the Released Parties.

**ENTRY PERIODS:** There are a total of twenty seven (27) race dates to be held throughout the Promotion in which the Entrant will have the opportunity to participate (each an “Entry Period”). Each Entry Period starts at 5:00pm Eastern Time (“ET”) on the day of the race and ends prior to Race 6 on the same day of that particular race, while supplies last (start and end times are to be as determined by Sponsor at its sole discretion). The opportunity to receive a horse is offered on a first-come, first-served basis. Potential Entrants are not guaranteed the opportunity to receive a horse and the Sponsor and Released Parties expressly disclaim any and all liability relative to same. Twenty seven (27) race dates are as follows: May 5, 6, 12, 13, 19, 20, 26, 27; June 2, 3, 9, 10, 16, 17, 23, 24, 30; July 1, 7, 8, 14, 15, 21, 22, 28, 29; August 4, 2017. Promotion is subject to cancellation due to weather. Cancellation will be made public at the Players Club Desk and via public address announcements.

**HOW TO PLAY/ENTER:** Visit the Players Club Desk or Horseplay table located in front of the Winner’s Circle during the Entry Period on the date of a race (the “Event”) and request a horse. There are a total of 250 horses to be available at each race, except there will be 500 horses to be available on May 6 & July 15, 2017. **There is a limit of one (1) horse per person per race.** Upon receipt of a horse, the representative will number the horse for identification purposes with a unique ID. Entrant will complete the entry form that must be filled out completely with their name, contact phone and email. The representative will then write the number of the horse the entrant receives on the completed entry form. The winner must have a photo ID in order to claim a prize in the event his/her horse is a winning horse at the Event.

After race 6 of the Event, each Entrant receiving a horse will need to line-up on the boardwalk via the East Apron gate on the track. Upon announcement, the Toyota Yaris will be driven in front of the Entrant line- up and the Entrants can toss his/her horse into the moving Toyota Yaris. The Entrant must complete the toss within the tossing period as announced by the representative. **Each Entrant will have one (1) attempt at tossing his/her horse into the Toyota Yaris.** No exceptions will be made for an additional attempt should an Entrant miss, come in contact with another Entrant, or toss after the end of the tossing

period. Each Entrant that tosses his/her horse into the Toyota Yaris will be entered into a random drawing.

Any attempt by a Entrant to obtain more than the stated number of plays/attempts by using multiple/different identities and/or any other methods, including, but not limited to, multiple attempts, will void that Entrant's paly and that Entrant may be disqualified from the Promotion. Neither the Sponsor nor the Released Parties will verify receipt of horses for Entrants.

**DRAWINGS: MUST BE PRESENT TO WIN**

**Event Drawings:** There will be one (1) random drawing held per Event on the date of the Event after the horse toss. One (1) potential event winner (each an "Event Winner") will be selected from among all eligible horses tossed into the Toyota Yaris for the respective Event. Odds of winning an Event Prize (defined in the "PRIZES" section below) depends upon the total number of horses tossed into the Toyota Yaris of each respective Event and the skill of tossing the horse. Each random drawing will be conducted by the Sponsor whose decisions are based upon their sole discretion and interpretation of these Official Rules and are final and binding in all respects. Limit of one (1) Event Prize (defined in the "PRIZES" section below) per person, family or household. The twenty-seven (27) Event Winners will be entered into the Grand Prize drawing for a chance to win the Grand Prize (defined below).

**Grand Prize Drawing:** Each Event Winner must be present at the Grand Prize drawing on August 4, 2017 in order to be eligible to win the Grand Prize (defined below). There will be one (1) random drawing held after Race 6 on August 4, 2017 to randomly select the order of the Event Prize Winners. The order in which the Event Winners are selected will determine the prize awarded in the Grand Prize drawing to an Event Winner. See the "PRIZES" section below for Grand Prize details. The odds of winning the Grand Prize are 1:27. In the event an Event Winner is not present for the Grand Prize drawing, the odds will be dependent upon the number of Event Winners present. If Event Winners are unable to attend the Event on August, 4, 2017, the Event Winner may assign a proxy to stand in for the Grand Prize Drawing. Any prize to be awarded will be awarded to that particular Event Winner and NOT to the proxy.

**NOTIFICATION: Event Prize Winners:** Sponsor will announce each Event Winner after the tossing of the horses at each Event. The Event Winner will need to claim their horse by bringing his/her unique ID for identification and verification. Once verified, the Event Winner will win the Event Prize. In the event the Event Winner does not claim his/her horse, another drawing will be conducted to select an alternate Event Winner from among the eligible horses tossed into the Toyota Yaris for the respective Event.

**Grand Prize Winner:** Sponsor will announce Event Winners in order after Race 6 on August 4, 2017. The ninth Event Winner in the Grand Prize drawing and the Grand Prize Winner will be required to complete, execute and return an Affidavit of Eligibility, Liability and Publicity Release (the "Release"), an IRS Form W-9 ("W-9 Form") and any other documents required by Sponsor (collectively, the "Required Documents") within three (3) days or less from receipt of notification from the Sponsor. If a prize winner fails to return the Required Documents within the time period required such prize winner forfeits his/her right to the prize and an alternate prize winner will be selected even if the disqualified prize winner's name may have been publicly announced. **The prize winner winning a prize of \$600 or more must report income to the IRS. In the event it is deemed during the verification process that the Potential Prize Winner does not have a unique, personal and valid social security number for Sponsor to report the tax liability associated with acceptance of the Prize, such Potential Prize Winner will be disqualified and another Potential Prize Winner selected as outlined above. Valid social security numbers will be determined by IRS requirements. The Sponsor, or a third party acting on its behalf, will issue a 1099 to the prize winner and a copy to the IRS for the value of the prize.** If it is determined that the prize winner is not eligible or otherwise not in compliance with these Official Rules, the prize winner forfeits his/her right to the prize and an alternate prize winner will be selected as outlined above, even if the disqualified prize winner's name may have been publicly announced. In the event that the prize winner is disqualified for any reason, Sponsor and Released Parties shall have no liability or obligation to such individual.

**PRIZES/PRIZE CONDITIONS:**

**Event Prizes:** Each Event Winner will receive a \$100 Meadowlands Racing voucher ("Event Prize"). The approximate retail value ("ARV") of each Event Prize is \$100. Total ARV of all Event Prizes is \$1,000.

**Grand Prize Drawing Prizes:** The first through the fifth Event Winner selected in the Grand Prize drawing will receive a \$100 Meadowlands Racing voucher.

The sixth Event Winner selected in the Grand Prize drawing will receive a \$200 Meadowlands Racing voucher.

The seventh Event Winner selected in the Grand Prize drawing will receive a \$250 Meadowlands Racing voucher.

The eighth Event Winner selected in the Grand Prize drawing will receive a \$300 Meadowlands Racing voucher.

The ninth Event Winner selected in the Grand Prize drawing will receive a \$500 Meadowlands Racing voucher.

The tenth Event Winner selected in the Grand Prize drawing will receive a 2017 Toyota Yaris iA having a Manufacturer Suggested Retail Price ("MSRP") of \$17,915 (the "Grand Prize"). Grand Prize winner must have and provide a valid U.S. Driver's License and provide proof of existing Vehicle Insurance Coverage (Comprehensive or Liability) at time of delivery. Grand Prize winner will be solely responsible for any applicable registration, license, title and insurance fees, all taxes (federal, state, local and/or income) and any expenses not listed herein related to the acceptance and use of the Grand Prize. Sponsor does not make, nor is Sponsor in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Grand Prize, including but not limited to its quality, fitness for purpose or mechanical condition; the only representation/warranty/guarantee that may be provided relative to the Grand Prize, if any, are those of the manufacturer and/or dealer. Grand Prize winner must accept delivery of the vehicle at a Tri-State Toyota dealership to be determined by Sponsor within 30 days of notification that a Toyota dealership located nearest the Grand Prize Winner has received the vehicle. If the Grand Prize Winner lives within a two hundred (200) mile radius of the Tri-State Toyota dealership the Grand Prize Winner must pick-up the vehicle. Grand Prize winner is required to comply with any and all applicable federal, state and local laws, rules and regulations including, but not limited to licensing and insurance requirements. Any difference between stated MSRP and actual value will not be awarded.

Total ARV of all prizes to be awarded is \$21,015. All prize winners must be present to win or prize will be forfeited without compensation of any kind, and an alternate potential prize winner will be selected at random, time permitting. **Travel expenses are not included in the prize. Each prize winner is solely responsible for all federal, state and local taxes and all other expenses not specifically mentioned herein.** No substitution or cash redemption of a prize is permitted except at the sole discretion of the Sponsor. Prize is not transferable and may not be resold. Sponsor reserves the right to substitute a prize of equal or greater value if a prize becomes unavailable due to reasons beyond the control of the Sponsor. No more than the number of prizes set forth in these Official Rules will be awarded. All other expenses not specifically mentioned herein as part of a prize are solely the responsibility of the prize winner.

Except where prohibited, each prize winner consents to the Sponsor and Released Parties for the use of his/her name, likeness, voice, photograph, testimonials, statements, opinions, biographical information, hometown and state, prize information or personal exposition (and/or any edited portion thereof) for promotional advertising and/or publicity purposes in any media, now or hereafter known throughout the world in perpetuity, without further payment, consideration, or notice to, or further consent of, to the Winner to the extent permitted by law.

**GENERAL CONDITIONS:** All federal, state and local laws and regulations apply. Sponsor reserves the right to correct typographical, clerical or printing errors in any Promotion related materials. Should any portion of the Promotion be, in Sponsor's sole discretion, compromised by non-authorized human intervention or other causes which, in the sole discretion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion and conduct the Promotion in a manner which in its sole discretion is fair, appropriate and consistent with these Official Rules. Notice of such action by Sponsor will be posted at each display at the Venue. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received for each respective Event up to the time of the impairment. Sponsor and the applicable Released Parties reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Sponsor and the applicable Released Parties reserve the right to disqualify or reject any incomplete, inaccurate or false entry. **ANY ATTEMPT BY A PERSON TO ACT IN A MANNER DEEMED BY SPONSOR/REPRESENTATIVE OR RELEASED PARTIES TO BE INAPPROPRIATE, UNSPORTSMANLIKE, ANTI-SOCIAL OR BELLIGERENT (INCLUDING BUT NOT LIMITED TO HARASSING OR BADGERING THE REPRESENTATIVE, ENTRANTS OR ANY OTHER PERSON; INTENTIONALLY OR BLATANTLY VIOLATING THESE OFFICIAL RULES OR THE INSTRUCTIONS OF REPRESENTATIVE) OR TO DELIBERATELY UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND THE RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S AND/OR THE RELEASED PARTIES' FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.**

**RELEASE:** By participating in this Promotion, Entrants agree to release and hold harmless Sponsor and any and all Released Parties from and against any and all claims, losses or cause of action or for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, arising out of participation in the Promotion or receipt, redemption or use or misuse of any prize (or any portion thereof) or any travel or activity related to the receipt or use of any prize, without limitation, any injury, damage, death, loss or accident to a person or property, or from the respective Entrants' or prize winners' breach of any agreement or warranty associate with the Promotion, including these Official Rules.

**LIMITATIONS OF LIABILITY:** The Sponsor and Released Parties do not have any responsibility or liability whatsoever for: (a) unauthorized human intervention in any part of the participation process or the Promotion; (b) human error which may occur in the administration of the Promotion or the processing of plays; (c) any property loss, damage, personal injury, or death, in connection with the prizes provided pursuant to this Promotion and/or any person's participating in the Promotion; (d) any claim arising in connection with participation in this Promotion or any prize awarded; and (e) typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of plays, the announcement of the prize, or in any Promotion-related materials or these Official Rules.

**DISPUTES:** By entering the Promotion, Entrant agrees that any and all disputes which cannot be resolved between the Entrant and the Sponsor or Released Parties, and causes of action arising out of or connected with the Promotion, shall be resolved individually, without resort to any form of class action, exclusively, before a court located in the State of New York having competent jurisdiction, which Court shall apply the laws of the State of New York, without regards to any conflict of law principles. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrants actual out-of-pocket expenses, and Entrant further waives any right to have damages multiplied or otherwise increased. If any such provision is determined to be invalid or

otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**WINNER'S LIST/OFFICIAL RULES REQUEST:** For the name of the prize winners or a copy of these Official Rules, please submit a self-addressed, stamped envelope by August 31, 2017, to "Horseplay" (please specify "Winner's List" or "Rules Request"), ADDRESS. A copy of the Official Rules may also be obtained onsite at the Venue.

**SPONSOR:** New Meadowlands Racing & Entertainment, LLC, 1 Racetrack Dr, East Rutherford, NJ 07073.