

# Official Rules

## 2023 Low Roller Handicapping Contest

Tournament Date(s):	Select Single Live Race Days (each Thursday and Sunday during the 2023 Saratoga Meet from July 16, 2023 – September 4, 2023)
Location:	Saratoga Race Course (Saratoga Springs, New York) (the “NYRA Track”)
Wagering Area:	Any Self Service Terminal
Buy-In:	\$40
Maximum Entries:	Two (2) per individual
Races:	The contest ends with the second to last race on the Saratoga Card

### 1. THE TOURNAMENT

The Low Roller Challenges (each, a “Tournament”) are a series of live money handicapping tournaments taking place on select days at Saratoga Race Course. Each Tournament Date will be announced in advance at [www.NYRA.com/Challenge](http://www.NYRA.com/Challenge). Eligible Contestants may participate in the Tournament on-track at the NYRA Track then running a live race meeting (the “On-Track Site”). **Please note that a Tournament may be offered only on-track, which will be expressly noted in advance of the Tournament at [www.NYRA.com/Challenge](http://www.NYRA.com/Challenge).** The buy-in is \$40 per entry, of which \$30 will go to the Contestant’s bankroll for wagering during the Tournament and the remaining \$10 will be included in the Tournament prize pool (“Prize Pool”). One hundred percent (100%) of the Prize Pool will be paid out to eligible winning Contestants in the form of cash (See Section 7). Any dollar amount remaining in a Contestant’s bankroll at the conclusion of the Tournament will remain the property of the Contestant. This Tournament is sponsored by The New York Racing Association, Inc. (the “Sponsor” or “NYRA”), P.O. Box 90, Jamaica, New York 11417.

### 2. ELIGIBILITY

The Tournament is offered only within the United States and is open to individuals participating in-person at the On-Track Site, who are at least 18 years of age as of the registration deadline. Employees, officers and directors, and their immediate family members (meaning parents, children, spouses and siblings), of Sponsor, entities engaged in the development, distribution, implementation or administration of the Tournament or any Tournament prize, and their respective parents, subsidiaries and affiliates, are ineligible to enter the Tournament or to win a prize. This Tournament is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

### 3. HOW TO ENTER

To enter, contestants must register in person at the NYRA Track or online at [www.NYRA.com/Challenge](http://www.NYRA.com/Challenge) and make the required payment of \$40 on or before the registration deadline. For each Tournament Date, the registration deadline will coincide with the post time of the last race on the Tournament Date which would permit a contestant to meet the minimum wagering requirements (i.e., post time of the sixth to last race). For example, if there is a nine race card at the NYRA Track on the Tournament Date then there would be 8 Challenge Races (as defined below), and a contestant must register prior to post time of the fourth race on that Tournament Date.

A maximum of two (2) entries are permitted per individual. Each registered entrant (“Contestant”) choosing to play on-track will be issued a Contestant card to be used for all Tournament wagers and will not be permitted to play online.

Further details, including in person registration and check-in locations, may be found at [www.NYRA.com/Challenge](http://www.NYRA.com/Challenge). For questions or assistance with registration and payment please contact Donny Nelson by email at [dnelson@nyrainc.com](mailto:dnelson@nyrainc.com) or by phone at [718-659-3532](tel:718-659-3532).

### 4. HOW TO PLAY

Tournament races include only those races run live at the NYRA Track on the applicable **Tournament Date** excluding the last scheduled race of the day (the “Challenge Races”). The Tournament will conclude with the second to last race run at the NYRA Track on the Tournament Date. The only wager that is permitted is a \$2 Win, Place, and Show (WPS) bet on a single horse in a race. Contestants who fail to comply with these Official Rules, including the minimum wagering requirements set forth below, will be disqualified and ineligible to receive any prizes.

Before the end of each Tournament Date, a Contestant must make a \$2 WPS wager (totaling \$6 per transaction) per race on five (5) Challenge Races. Contestants wagering more than five (5) Challenge Races with a \$2 WPS bet per race (i.e., wagering more than \$30 each Tournament Date), or making other bets will be disqualified. In event that a Contestant is unable to wager the required bet (\$2 WPS for a total of \$6) on each of five (5) Challenge Races due to a pool being unavailable such Contestant will have the amount refunded removed from their final standings. For example, where a late scratch requires NYRA to eliminate Show wagering in a given Challenge Race, any Contestant that has placed a Tournament wager on such race would retain a live \$2 Win and \$2 Place bet on a horse with their \$2 Show bets refunded. In such an event, the Contestant’s \$2 bet to Show will be deducted from his or her final Tournament Score (e.g., if a Contestant’s actual bankroll was \$50.40 at the end of the Tournament, his or her Tournament Score bankroll would be \$48.40).

No simulcast races from other venues may be wagered upon for purposes of the Tournament, other than those races noted above. Contestants may select any of the Challenge Races for their Tournament wagers (noting that the final race of the day's card is not a Challenge Race and thus expressly excluded).

Any Contestant that holds an ownership or other financial interest, whether directly or indirectly, in one or more horses entered to run in a Challenge Race must fully disclose his or her involvement in advance to Tournament officials and such Contestant shall not place any wagers in such Challenge Race for purposes of the Tournament. Each Contestant is solely responsible for ensuring that his or her wagers are correct. Contestants must place all wagers personally. No person shall, directly or indirectly, act as an intermediary, transmitter or agent in placing wagers for a Contestant, unless expressly authorized by Tournament officials. The Tournament will be based on the official rulings, placements and mutuel prices at the applicable host tracks.

In the event that a Contestant is disqualified from the Tournament for any reason, the Contestant's ability to place Tournament wagers will be suspended. Any remaining bankroll money will be provided to the Contestant in the form of a voucher. Contestants will be notified of the action by phone or email at the time of occurrence.

## **5. PLAYING ON-TRACK**

Prior to the start of the Tournament, each on-track Contestant will be issued one (1) player card per entry containing the Contestant's live money bankroll of \$30. On-track Contestants must place all Tournament wagers using their player card at any self-service terminal. Wagers placed in any other manner, including through mutuel tellers, will not qualify as Tournament wagers; however, Contestants may use any of the numerous self-service betting machines located throughout the facility. Sponsor is not responsible for lost or stolen cards. In the event that a player card is lost or not working properly, the Contestant must immediately report the issue to Tournament officials. Contestants must use their player card(s) only for Tournament wagers. Contestants can review their placed wagers and current bankroll via the self-service terminals. Contestants may not deposit or withdraw money from their player card before Final Tournament Scores (defined below) become official. Depositing or withdrawing money from your player card (except following 30 minutes after the end of the Tournament) will result in disqualification.

## **6. SCORING & PLAYER STANDINGS**

Each Contestant will begin the Tournament with a score of 30 Tournament points (based on the initial bankroll of \$30) per entry. Tournament scores will be based on a Contestant's bankroll with 1 point equivalent to \$1.00 of bankroll ("Tournament Score"), subject to any applicable adjustments and/or penalties and all other terms and conditions of these Official Rules. For Contestants playing more than one entry, each entry will be scored separately. Pari-mutuel

wagering payoffs are based on on-track payoffs as per the tote system at the host racetrack. There are no caps on payouts.

Tournament officials will endeavor to post provisional standings displaying Contestants’ registration names and Tournament Scores (“Leaderboard”) on television monitors within the on-track Tournament area and online at [www.NYRA.com/Challenge](http://www.NYRA.com/Challenge). The Leaderboard will be updated after the results from each Challenge Race are declared official at the applicable host track. Issues related to IRS withholding, late scratches or other matters may delay the posting of updated Tournament Scores to the Leaderboard. All standings remain unofficial until the final results have been audited and are posted. Contestants are encouraged to maintain an accurate record of their wagers and Tournament Scores.

**7. WINNER SELECTION & PRIZES**

Of each \$40 buy-in, \$10 will be placed in the Prize Pool with the total retail value of all prizes available in the Tournament determined by the total number of registered entries. The Prize Pool structure will depend on the number of entries entered into the Tournament on the day. With 150 or fewer entrants, the Prize Pool will pay out the top three (3) finishers, and with 151 or more entrants, the Prize Pool will pay out the top five (5) finishers. By way of example, if there are 180 registered entries in the Tournament the approximate retail value of the Prize Pool will be \$1,800 (180 entries x \$10). One hundred percent (100%) of the Prize Pool will be paid out to eligible winning Contestants in the form of cash prizes.

The order of finish will be determined by Contestants’ Tournament Score after all eligible Challenge Races have been deemed official by the respective host racetracks (the “Final Tournament Score”). Final Tournament Scores will become official following auditing, which shall be completed within 30 minutes of the end of the Tournament. Winners will be notified via telephone following the audit and the official standings will be posted on-line no later than three (3) days following the Tournament Date.

The cash Prize Pool will be divided as follows in order of finish based on Contestants’ Final Tournament Scores based on the number of entries:

Prize Pool Structure for 150 or fewer entries:

<b>Place</b>	<b>Percentage of Prize Money</b>	<b><i>Estimated Value *Based on 150 Entries*</i></b>
1 <sup>st</sup>	60%	\$900 <i>*estimate</i>
2 <sup>nd</sup>	30%	\$450 <i>*estimate</i>
3 <sup>rd</sup>	10%	\$150 <i>*estimate</i>
<b>Total</b>	<b>100%</b>	<b>\$1,500.00</b>

Prize Pool Structure for over 150 entries:

<b>Place</b>	<b>Percentage of Prize Money</b>	<b><i>Estimated Value *Based on 180 Entries*</i></b>
1 <sup>st</sup>	50%	\$900 <i>*estimate</i>
2 <sup>nd</sup>	20%	\$360 <i>*estimate</i>
3 <sup>rd</sup>	15%	\$270 <i>*estimate</i>
4 <sup>th</sup>	10%	\$180 <i>*estimate</i>
5 <sup>th</sup>	5%	\$ 90 <i>*estimate</i>
<b>Total</b>	<b>100%</b>	<b>\$1,800.00</b>

In the event of a tie, the prize money for both (or all) tied positions will be combined and divided equally among the tied Contestants.

All winners will be unofficial pending the verification of eligibility and confirmation that all wagers were made in accordance with these Official Rules. The decision of the Sponsor in all matters related to the Tournament is final.

All federal, state, and/or local taxes, fees, and surcharges are the sole the responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

Prize money will be paid out to the winning Contestant(s) via check within fourteen (14) days after the conclusion of the Tournament. A Contestant participating in the Tournament that wishes to have his or her prize money winnings paid by deposit into his or her main NYRA Bets wagering account must notify Tournament officials in writing upon conclusion of the Tournament.

## **8. IRS WITHHOLDINGS**

In the event that a portion of a Contestant's pari-mutuel payout is withheld in accordance with IRS (or similar state) withholding requirements, such deduction will be disregarded for purposes of Tournament scoring and the gross amount of the Contestant's winning wager will be reflected in his or her Tournament Score. Please note that only the net amount of the winning wager (*i.e.*, the amount deposited into the Contestant's bankroll after required IRS withholdings) will be available for purposes of wagering in the Tournament. Sponsor is not responsible for a Contestant failing to place any wager due to winnings being withheld.

## **9. GENERAL TERMS AND CONDITIONS**

Collusion of entries between or among Contestants is prohibited, as is any attempt to manipulate the results of the Tournament. Sponsor reserves the right to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or with the operation of the

Tournament or website, or to be in violation of the website Terms and Conditions, or acting in violation of these Official Rules.

In order to be eligible to receive prizes, the prize winner is obligated, and by entering the Tournament agrees, (a) to provide such identification and/or documentation as may be requested by Sponsor to verify the information provided by prize winner at the time of registration and (b) to execute an Affidavit of Eligibility, General Release of Liability, Indemnity and Publicity Consent (where lawful), which shall be returned to Sponsor within the indicated time period. Non-compliance with this requirement or return of prize notification as undeliverable will result in disqualification and prize forfeiture, with an alternate winner being selected from all remaining eligible Contestants in accordance with these Official Rules. Each Contestant must enter the Tournament under his or her true legal name and Social Security number. In the event that Sponsor determines, in its sole discretion, that a Contestant has entered this Tournament under a fraudulent name and/or Social Security number, such Contestant will be immediately disqualified from this Tournament and from all future tournaments conducted by Sponsor.

By entering the Tournament, each Contestant agrees, if selected as a prize winner, to the use by Sponsor, its subsidiaries, and affiliates of such Contestant's name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use.

## **10. REFUND POLICY**

A registered Contestant who is no longer able to participate in the Tournament must notify Tournament officials prior to the start of live racing at the NYRA Track on the Tournament Date in order to receive a full refund of his or her buy-in. No refunds will be issued once live racing begins on the day of the Tournament. Notwithstanding the foregoing, if a race card for a given Tournament is canceled before five Challenge Races have been made official for such Tournament, a player can request a refund of the \$10 entry fee within 30 days. If at least five contest races have been completed for such Tournament, prizes will be paid out according to the above rules.

## **11. INDEMNIFICATION**

By registering for the Tournament, each Contestant agrees (a) to abide and be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Tournament itself, and to be bound by all decisions of the Sponsor and Tournament officials, which are final and binding in all respects; and (b) to release and hold harmless Sponsor, its subsidiaries, and affiliates and each of their respective directors, officers, employees and agents from any and all liability for any injuries, loss or damage of any kind to persons, including death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, or participation in this Tournament.

## **12. LIMITATIONS OF LIABILITY**

Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Tournament; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Tournament; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Tournament or download of any materials in the Tournament.

If, for any reason, the Tournament is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Tournament, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Tournament in whole or in part. In such event, Sponsor reserves the right to award any remaining prizes in a manner deemed by Sponsor, in its sole discretion, to be fair, appropriate and consistent with these Official Rules and Sponsor, its subsidiaries and affiliates, and their respective employees, officers, directors and agents shall have no further liability to any Contestant in connection with the Tournament.

## **13. WINNER LIST/OFFICIAL RULES**

To obtain a list of prize winners ("Winner List") or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to The New York Racing Association, Inc., Attn: Special Events Office, P.O. Box 90, Jamaica, New York 11417. For accessing the Winner List online, visit [www.NYRA.com/Challenge](http://www.NYRA.com/Challenge) where it will be posted after winner confirmation is complete.