

KENTUCKY DERBY 135 TICKET SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED.

PROMOTION DESCRIPTION: The Sweepstakes begins at the time that gates open for the general public at 700 Central Avenue, Louisville, KY (“**Churchill Downs**”) and ends at 1:35 PM EST on each of the following dates (each a “**Drawing Date**”):

Drawing Date	Gates Open (all times EST)
Saturday, November 22, 2008	11:00 AM
Sunday, November 23, 2008	11:00 AM
Wednesday, November 26, 2008	11:00 AM
Thursday (Thanksgiving Day), November 27, 2008	10:00 AM
Friday, November 28, 2008	10:00 AM
Saturday, November 29, 2008	10:00 AM

By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Churchill Downs Incorporated (“**Sponsor**”), which shall be final and binding in all respects.

ELIGIBILITY: This Sweepstakes is open only to individuals who are (i) legal residents of the 50 United States (and the District of Columbia), located in the U.S. at the time of entry, and (ii) age 18 or older at the time of entry. Sponsor reserves the right to require proof of eligibility that includes a photograph of the entrant (e.g., a valid drivers’ license) at the time of entry and at the time any prize is claimed. Any person who is unable or unwilling to present such proof of eligibility shall not be eligible to enter the Sweepstakes or claim a prize if selected as a winner. Sponsor, Brantsec, LLC (formerly known as Brantley Security Services, LLC) and Levy Premium Foodservice Limited Partnership (doing business as Levy Restaurants at Churchill Downs) and their respective subsidiaries, affiliates, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, the “**Promotion Entities**”), as well as the immediate family members and/or those persons living in the same households of such employees, officers and directors are not eligible to enter or win this Sweepstakes. This Sweepstakes is void where prohibited or where restricted by law (including, without limitation, any jurisdiction that requires the registration of the Sweepstakes with any governmental agency or the posting of a bond or other security).

HOW TO ENTER: Sweepstakes entries will be accepted in official entry collection boxes at two locations at Churchill Downs. One will be located outside Gate 10 and the other will be located inside Gate 17. Sponsor will provide official entry blanks for the Sweepstakes, which will only be available at each of these locations from the time that gates open at Churchill Downs (as set forth in the table above) until 1:35 PM EST on each Drawing Date and entries will be accepted at these two locations only during such Entry Period. There is no purchase, ticket, parking or other fee required to access Gate 10 and submit an entry.

A separate drawing will be conducted on each Drawing Date. Only entries received during the Entry Period on any Drawing Date will be included in the drawing on that Drawing Date.

To enter, legibly hand-print all required information on the official entry blank and deposit it in the official entry collection box provided. Only entries on official entry blanks will be eligible for entry into the Sweepstakes. No photocopied or mechanically reproduced entries will be eligible, nor will any entry be eligible if it is lost, late, illegible or incomplete. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

All entries become the property of the Sponsor and none will be acknowledged or returned. False, fraudulent and/or deceptive entries or acts shall render entrants ineligible for the Sweepstakes.

DRAWING/ODDS: Winners will be selected in a random drawing on each Drawing Date from among all eligible entries received during the Entry Period for such Drawing Date. **The odds of winning depend on the number of eligible entries received for each drawing.** Starting after the fourth (4th) live thoroughbred race at Churchill Downs on November 22-23 and 26, 2008 and after the sixth (6th) live thoroughbred race at Churchill Downs on November 27-29, 2008 and continuing after each subsequent live thoroughbred race at Churchill Downs on each Drawing Date, Sponsor will notify potential winners via announcements over the public address system at Churchill Downs and via notices on the video boards located in the infield and paddock at Churchill Downs. Winners notified after the end of any race will not be notified again after any subsequent race. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and Sponsor, in its sole and absolute discretion, may select an alternate winner or determine that the prize will not be awarded.

A person may enter the Sweepstakes only one (1) time on each Drawing Date. However, once a person has been selected as a winner, he or she is no longer eligible to win on that Drawing Date or any subsequent Drawing Date (i.e., limit one prize per person, and each winner may purchase only two (2) tickets to Kentucky Derby 135 through this Sweepstakes).

Winners who are present at Churchill Downs may claim their prize by reporting to the Sweepstakes entry station located inside Gate 17 at Churchill Downs no later than 5:00 PM EST on the Drawing Date on which they are selected as a winner. Cards representing pairs of Kentucky Derby 135 tickets included in the Sweepstakes will be placed in a contest bin at this location. On each of Saturday and Sunday, November 22-23, 2008, winners will draw for the opportunity to purchase one of up to fifty (50) pairs of tickets to Kentucky Derby 135; on the remaining four (4) Drawing Dates, winners will draw for the opportunity to purchase one of up to one hundred (100) pairs of tickets to Kentucky Derby 135. If a winner appears in person by 5:00 PM EST on the Drawing Date on which he or she is selected as a winner, that person will be permitted to draw a card out of the contest bin to determine which pair of Kentucky Derby 135 tickets that person will be permitted to purchase. A winner who draws a card out of the contest bin for himself or herself will only be offered the opportunity to purchase the pair of tickets indicated on the card drawn from the contest bin; if such winner does not wish to purchase the tickets indicated on such card, he or she may not draw another card from the contest bin, but will remain eligible to win a Sweepstakes prize in any future drawings conducted as part of this Sweepstakes. For any winner who does not appear in person at the Guest Services station at the Food Court on the third floor of the Clubhouse at Churchill Downs no later than 5:00 PM EST on the Drawing Date on which they are selected as a winner, a Churchill Downs Guest Services representative will draw a card out of the contest bin for such winners after 5:00 PM EST on such Drawing Date. Winners not appearing in person shall be notified of the Kentucky Derby 135 tickets that they have won the opportunity to purchase solely through the receipt of an invoice for the cost of the tickets selected for such winner by Churchill Downs' Guest Services representative, sent by U.S. postal mail to the address provided on that winner's entry.

PRIZES: Five Hundred (500) prizes are available. Each prize winner will receive the opportunity to purchase, at face value, two (2) tickets to the Kentucky Derby 135 to be held on Saturday, May 2, 2009 at Churchill Downs. Each prize consists solely of an opportunity, and has no retail value. Consequently, the Approximate Retail Value (“ARV”) of each prize is zero (\$0.00). No cash/prize substitutions, except the Sponsor reserves the right to substitute comparable prizes. Tickets are subject to terms and conditions printed or otherwise referenced on the tickets themselves. If the event is delayed, postponed, or canceled for any reason, winner will not be reimbursed for tickets, and standard rain check policies and procedures will apply. Tickets are subject to standard rain-check policies and procedures. Tickets are awarded pursuant to a revocable, nontransferable license that is personal to the winner and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated, or otherwise conveyed. A violation of these restrictions shall revoke winner's license, and the tickets will not be honored.

Winners will be invoiced for the face value of the tickets that they are eligible to purchase through this Sweepstakes. Payment for invoiced tickets will be due to Churchill Downs no later than January 30, 2009. Winners may pay for their tickets via VISA debit or credit card (and not any other debit or credit card) or personal check; winners may pay for their tickets via cash only if they hand deliver such cash and corresponding invoice to Churchill Downs' ticket office. No tickets will be actually delivered to winners until they have been paid for in full. If tickets have not been paid for in full (which in the case of any personal check shall mean that the check has cleared the winner's bank account and funds have been actually received by Sponsor) by 11:59

PM EST on January 30, 2009, the winner of the opportunity to purchase such tickets shall forfeit any rights to purchase those tickets and Sponsor may resell the tickets or dispose of them in any manner Sponsor deems appropriate.

GENERAL CONDITIONS: All details and other restrictions of prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. All taxes (and the reporting consequences thereof) and any other fees or costs associated with the prizes are the sole responsibility of the winners. Each potential prize winner may be required to execute and return an Affidavit of Eligibility/Liability Release and (where legal) a Publicity Release within ten (10) calendar days of prize notification, or the prize will be forfeited in its entirety and Sponsor, in its sole and absolute discretion, may select an alternate winner or determine that the prize will not be awarded. In the event of noncompliance with these Official Rules, or if the prize or prize notification is returned as declined, unclaimed or undeliverable, the prize will be forfeited and Sponsor, in its sole and absolute discretion, may select an alternate winner or determine that the prize will not be awarded. Tickets for Kentucky Derby 135 will be delivered to each confirmed prize winner who has paid the full purchase price of such tickets approximately thirty (30) days after they are printed, currently estimated for March or April, 2009.

GENERAL RELEASE / FORCE MAJEURE. By participating in the Sweepstakes, each entrant agrees that the Promotion Entities (i) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Sweepstakes or in any Sweepstakes related activity, or from entrant's acceptance, receipt, possession and/or use or misuse of any prize, and (ii) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. By accepting a prize, the winner agrees to the use of his/her name, photograph, likeness, and/or city/state of residence by Sponsor, or any party authorized by Sponsor, for advertising and promotional purposes worldwide and in any and all media without additional notice or compensation, except where prohibited by law. Prizes will only be awarded to a verified winner. Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or (if applicable) postage-due submissions or prize notifications; or for any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of the prize or in any prize notification documents, or other errors of any kind or nature. If, for any reason, the Sweepstakes is not capable of running as planned, including, due to tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, suspend or extend the Sweepstakes and, in the event of any termination or cancellation, select a winner from among all eligible, non-suspect entries received prior to the termination or cancellation. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. In the event Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis

(e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval that may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. Any attempt by an entrant or any other individual to deliberately undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person in connection with the Sweepstakes, is in violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to disqualify the applicable individual and seek damages and other remedies from any such person to the fullest extent permitted by law. If any provisions of these Official Rules are determined to be invalid or unenforceable, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

PRIVACY: Entry information may be shared with Sponsor's promotional partners to the extent entrants agree at the time of entry and to the extent required for prize fulfillment purposes.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF KENTUCKY WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. As a condition of participating in this Sweepstakes, each participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this sweepstakes shall be resolved individually, without resort to any form of class action, exclusively before a court located in Jefferson County, Kentucky, having jurisdiction. 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, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this sweepstakes), and participant further waives all rights to have damages multiplied or increased.

SPONSOR: Churchill Downs Incorporated, 700 Central Avenue, Louisville, Kentucky 40208-1200.

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