

Hambletonian® Stake No. 98

including HAMBLETONIAN OAKS (Filly Division) and E.T. Gerry, Jr. HAMBLETONIAN MATURITY
For 3-Year-Old Trotters in 2023; For 4-Year-Old Trotters in 2024

Note:

Hambletonian Society, Inc. reserves the right to add to, amend or delete the conditions of all or any part of the Hambletonian Stake, without liability.

Owned and Serviced By:

The Hambletonian Society, Inc.

For:

Foals of 2020 (Subject to USTA foaling date rules).

To Be Raced As:

The Hambletonian for 3-Year-Old Trotters (Open, which includes fillies) and the Hambletonian Oaks for 3-Year-Old Trotting Fillies (Oaks) in 2023 and the E.T. Gerry, Jr. Hambletonian Maturity for 4-Year-Olds (including mares) in 2024.

To Be Raced At:

The Open, the Oaks and the Maturity (all of the aforementioned events, "Races"; any of the individual events, "Race") will be conducted at the Meadowlands Racetrack ("Track") to be awarded by The Hambletonian Society ("Society"). Definite dates will be published in the USTA Stakes Guide in the year of the Races. If for any reason it becomes impractical or undesirable, in the opinion of the Society, to hold either one or all of these Races at the Track designated, the Society reserves the right to change the date and/or the location of any Race or all Races.

Cancellation:

The Society further reserves the right to cancel any Race or all Races if for reasons beyond its control it becomes impractical or undesirable in the opinion of the Society to conduct said Race or Races. If an event is not conducted due to circumstances beyond its control, the Society's responsibility and liability will be limited to refunding without interest nomination, sustaining, and starting fees collected toward canceled Race or Races that have not been disbursed at the time of cancellation. These monies will be prorated among the owners of the horses eligible at the time of cancellation.

Purse:

Hambletonian (Open).....\$1,200,000 (estimated)
Hambletonian Oaks.....\$600,000 (estimated)
Hambletonian Maturity\$400,000 (estimated)

The purse in the Final of the Open will be no less than \$1,000,000 and \$500,000 for the Final of the Oaks, except as provided below. Total elimination purses for the Open are estimated at \$200,000 or \$70,000 per elimination; total elimination purses for the Oaks are estimated at \$100,000 or \$35,000 per elimination. However if the total paid in is less than \$600,000 for the Open, or less than \$300,000 for the Oaks, the Society reserves the right to reduce the amount of the eliminations in order to maximize the amount of the final purse.

Added Money:

By contract with the Society, the New Meadowlands Racetrack LLC ("NMR") will guarantee a total purse of at least \$1,200,000 for the Open to be raced in 2023, except where the total paid in from nomination, sustaining and starting fees for the Open is less than \$600,000. In that case, the NMR will add an amount equal to the total amount paid in by the horsemen. Likewise the NMR will guarantee a purse of at least \$600,000 for the Oaks, except where the total paid in the above fees is less than \$300,000. In that case, the NMR will add an amount equal to the total amount paid

in by the horsemen. Furthermore the NMR guarantees that the added money for both the Open and the Oaks will be at least 40% of the total purse.

By contract with the Society, the NMR will add a minimum of \$150,000 to the purse of the Hambletonian Maturity to be raced in 2024. Furthermore the NMR guarantees that the added money for the Hambletonian Maturity will be at least 30% of the total purse.

Nomination Fee (U.S. funds only):

May 15, 2021\$25

Supplemental Yearling Nominations:

Otherwise not eligible yearlings may be made eligible by a supplemental fee.

August 15, 2021\$125

Future Payments (U.S. funds only):

On 2-Year-Olds	OPEN	OAKS
March 15, 2022 Sustaining Fee	\$500.....	\$250

On 3-Year-Olds

February 15, 2023 Sustaining Fee.....	\$2,000	\$1,000
Entrance Fee.....	\$15,000	\$7,500

Four-year-olds that were kept eligible as a three-year-old to the Hambletonian Open or Oaks as of the February 15, 2023 payment will also be eligible to make the February 15, 2024 sustaining payment to the Hambletonian Maturity.

On 4-Year-Olds

	HORSES	MARES
February 15, 2024 Sustaining Fee.....	\$2,000.....	\$1,500
Entrance Fee.....		\$8,000

Notice:

USTA Rule 12.04 provides: "Failure to make any payment required by the conditions constitutes an automatic withdrawal from the event." The Hambletonian Society, Inc. will construe payment to require that cash or check duly honored upon presentation be received at the time specified in USTA Rule 12.02

For horses not kept eligible as a three-year-old, see "Supplemental Nominations" or "Supplemental Entries" below.

Supplemental Nominations:

Horses not kept eligible to the Hambletonian or Oaks as of February 15, 2023 may be made eligible to the Hambletonian Maturity in 2024 by the payment of either of the following supplemental nominations plus the February 15, 2024 sustaining payment (and entrance fee if declared to start).

On 3-Year-Old Colts (incl. Geldings) and Fillies MATURITY
November 15, 2023 Supplemental Nomination\$2,000

On 4-Year-Old Horses (including Geldings and Mares)
February 15, 2024 Supplemental Nomination.....\$5,000

Entries/Declaration:

Due for all Races at the Track where the race is being held under the entry rules existing at that Track, at a time and date posted on the condition sheet of the Track.

The entrance fee shall be due at time of declaration and payable not later than one hour prior to post time of the elimination race to be contested, or if no elimination is necessary, not later than one hour prior to post time of the Race. All entrance fees shall be made payable to The Hambletonian Society, Inc.

The Society, at its sole discretion as to what it determines to be in the best interest of the Races, reserves the right to refuse the participation of any entry or proposed entry.

Filly Notice For The Open:

A filly, which is properly nominated and sustained, may start in the Open race upon fulfilling the published conditions at the time of declaration for the Open, as well as making up the difference between the nominating and sustaining fee between a colt and a filly.

Entrance Fee for a Filly entering the Open\$16,250

Supplemental Entries For The Maturity:

On 4-Year-Old Horses (including Geldings & Mares) MATURITY Supplemental Entry..... \$50,000

Three-year-old and older horses that are otherwise ineligible to the Maturity may be made eligible to the Race in 2024 with a declaration to start accompanied by payment of a supplemental entrance fee no later than the prescribed time and date scheduled by the Track. The declaration is due at the Track where the race is being held. The supplemental entrance fee (U.S. funds only) shall be equal to \$42,000, plus the amount of the normal entrance fee \$8,000.

For horses for which the supplemental entrance fee is paid, no other fee of any kind is required. The supplemental entrance fee is non-refundable once the horse is declared to start unless the horse dies between the time of declaration to start and the start of the race or the elimination race in which the horse was to compete, as the case may be. All supplemental entrance fees shall be made payable to The Hambletonian Society.

The Society, at its sole discretion as to what it determines to be in the best interest of the Races, reserves the right to refuse the participation of any entry or proposed entry.

There are no supplemental entries allowed for either the Open or the Oaks.

Payment Distribution:

Nomination fees will be divided equally among the Open and the Oaks. All other payments will be credited to the specific Race, except that \$100 of each March 2-year-old colt payment and \$500 of the February 3-year-old colt payment may be credited to the Maturity. Likewise \$50 of each March 2-year-old filly payment and \$250 of the February 3-year-old filly payment may also be credited to the Maturity. The Society, at its sole discretion, reserves the right to adjust or eliminate the amounts of money in this distribution.

Image Waiver:

As a condition of participation in any Race or all Races, the Owner ("Owner", which includes all beneficial owners at the time) of the nominated horse(s) ("Horse") hereby grants to the Society, its representatives, successors, and assigns the absolute right to copy-right and publish, use or reuse still and motion photographic images of their horses, drivers, trainers, employees, officers and agents, in whole or in part, in composite or in distorted character, with or without use of names, in color or otherwise, for the purpose of promotion, advertising, trade or other lawful purpose in any and all media. Owner waives any right to inspect and/or approve the finished product or the copy that may be used in connection therewith or the use to which it might be applied. Owner further agrees to inform his drivers, trainers, employees, officers and agents of the authority granted to the Society herein, to hold the Society harmless from any and all liability and damages, and to indemnify the Society from same should any such owner(s), driver(s), trainer(s), employee(s), officer(s) and agent(s) challenge the Society's rights as set forth above.

Testing Waiver And Consent:

As a further condition of participation in any Race or all Races and which are private events owned by the Hambletonian Society, Inc. ("Society"), the Owner of the nominated Horse which has been paid in to the Race as of February 15 in the year of the Race hereby grants to the Society, its representatives, employees and

agents, including a licensed veterinarian designated by the Society, and assigns the absolute right and authority to:

- 1.) Conduct one or more physical examinations of the Horse at any time prior to the Race, regardless of where it is stabled;
- 2.) Draw blood and other specimens one or more times from the Horse for immediate testing;
- 3.) Freeze or otherwise preserve split-samples of the specimens for future testing and send such samples to a laboratory designated by the Society and;
- 4.) Require, at the sole discretion of the Society, the Horse to stable on the grounds of the Track where the Race is being contested or other designated premises for a reasonable period of time prior to the Race which will be specified by the Society.

After declaration and until the day of the Race, the detection in the Horse of evidence of blood doping agents including, but not limited to, the following: human recombinant erythropoietin, darbepoetin, continuous erythropoietin receptor activator (CERA), Mircera®, Aranesp®, Oxyglobin®, or Hemopure®, or myo-inositol-trispyrophosphate (ITPP) shall be considered a violation of these conditions and will result in scratching or disqualification of the Horse from the Race and forfeiture by the Owner of the Entrance Fee, whether or not actually paid but which is due at the time of declaration:

Note: The Society may interpret "evidence of blood doping agents" to include elevated titers of anti-recombinant antibodies of these agents.

If such evidence is detected after the Eliminations and before the Final of the Race, this shall result in the disqualification of the Horse in the official result of the Elimination, the loss of the purse, if any, and the immediate return of any forfeited purse funds to the Society for redistribution and the Horse will not be allowed to start in the Final. If the evidence is detected after the Final of the Race but prior to the distribution of the purse of the Final, this shall be considered a violation of these conditions and will result in the disqualification of the Horse in the official results of the Elimination and the Final, the loss of the purse, if any, and the immediate return of any forfeited purse funds earned in the Elimination to the Society for redistribution.

If any of the above drugs, medications, substances, or other prohibited substances as described above are detected in future testing of the split-sample taken from the Horse, it shall be considered a violation of these conditions and will result in the disqualification of the Horse, the loss of the purse, if any, and shall require immediate return of any forfeited purse funds to the Society for redistribution.

Should the Society determine that, as a result of any of the above procedures or otherwise, a possible violation of state or provincial racing Commission or Board Rules, including but not limited to rules concerning prohibited substances and/or procedures has occurred, the matter will be referred to the Commission or Board for possible additional action.

The Owner agrees to fully co-operate with the Society to require that his trainer, employees or agents make the Horse available to have blood drawn on demand and/or be examined as described above without prior notice. The Owner understands and agrees that failure to provide access to the Horse or otherwise not co-operating with the Society, its representatives, employees and agents, including a licensed veterinarian designated by the Society, in the exercise of the rights granted herein, may result in scratching the Horse from the Race and forfeiture of the Starting Fee. The Owner further agrees to notify his drivers, trainers, veterinarians, employees, officers and agents of the authority granted to the Society herein, to hold the Society and the Track harmless and indemnify the Society, the association and the Track, its representatives,

agents, officers, directors and employees from any and all claims, liability, damages and attorney's fees which may result from any challenge by any such Owner, drivers, trainers, veterinarians, employees, officers and agents or other third parties to the Society's rights as set forth above.

In the event of a post-Race disqualification and redistribution of purse funds paid out, the Owner also agrees to indemnify the Society, the Track, their representatives, officers, directors, employees, and agents from any and all claims, liability, damages, expenses and attorney's fees which any of them may incur in attempting to recover the funds from the Owner, trainer and driver and to redistribute said funds. The owners, trainers and drivers of these horses which are due these funds under the disqualification also agree that the Society, and the Track have no liability for any delay in the recovery or transmission of the funds.

Racing Conditions For The Hambletonian (Open) & The Hambletonian Oaks:

Both the Open and Oaks will be raced under the following conditions:

- 1.) **Distance.** All races to be contested at one mile.
- 2.) **Draw.** Post positions for all eliminations races will be determined by an open draw. Elimination winners will draw for post positions number one through five in the final. All other finalists will be placed in an open draw for the remaining post positions.
- 3.) **Single Dash.** If 13 or fewer horses are declared to start, the race will be run as a single dash with up to three (3) trailing horse(s) in a second tier and no elimination races are required. If 14 or more horses are declared to start, the race will be run with elimination heats. Post positions for the eliminations will be determined by an open draw.
- 4.) **Elimination Plans -- Heats in the Same Day or in the Previous Week:** Elimination heats for the Open, if necessary, will be raced the same day as the Final, or in the previous week as determined by the Society. That format will be announced by the Society prior to the February 15th 3-year-old payment. The winner of the Final will be the winner of the Race, regardless of where the horse finished in their elimination. Elimination heats for the Oaks, if necessary, may be raced the same day as the Final, or may be scheduled the prior week.

With the intention to make fields of equal caliber, eliminations will be seeded by a predetermined formula based on money earnings, as well as the rules of the New Jersey Racing Commission regarding the separation of common ownership and trainer interests; the precise procedure to be determined and published by the Society.

- 4a.) If more than 13, but not more than 20 horses are declared to start, two (2) elimination races will be held and the first five (5) horses in the official order of finish from each race will return providing ten (10) horses for the Final. In the event of a dead heat for a last position to qualify or advance to the Final, a fifth place horse that was not in a dead heat, will have preference over any fifth place horse finishing in the dead heat.
- 4b.) If more than 20, but not more than 30 horses are declared to start, three (3) elimination races will be held and, if there are no dead heats for the last qualifying positions, the first three (3) horses in the official order of finish from each race will return for the Final, plus the one (1) horse finishing fourth with the highest lifetime earnings, to provide ten (10) horses for the Final. In the event of a dead-heat for third in one or more of these three (3) elimination races, the dead-heat horses

with the highest lifetime earnings would advance to the Final. As above, third place horse(s) that were not in the dead heat, will have preference over any of those third place horses in any elimination races having a dead heat(s).

- 4c.) If more than 30, but not more than 40 horses are declared to start, four (4) elimination races will be held and the first two (2) horses in the official order of finish will return for the Final plus the two (2) horses finishing third with the highest lifetime earnings, if necessary, to provide ten (10) horses for the Final in a manner consistent with the above procedures.
- 4d.) If more than 40 horses are declared to start, eliminations will be held and ten (10) horses will return for the Final with dead-heat qualifiers advancing to the Final race based on the horse's lifetime earnings, consistent with the provisions described above.
- 4e.) If any of the designated ten (10) finalists are withdrawn from the Final and scratched by the judges, the next "Also Eligible" will take its place.
- 5.) **Also Eligibles.** In addition, two horses will be selected from those in the eliminations that do not qualify for the Final to be designated "Also Eligible" ("AE") for each Final. The preference to determine which is the first "Also Eligible" ("AE1") shall be determined by taking the horse that placed highest in the official order of finish of all elimination divisions, but did not qualify for the Final; in the event horses are equal in the finish position, final preference will be determined by the highest lifetime earnings. The other horse will be the second "Also Eligible" ("AE2").
- 6.) **Breaking Ties.** If two or more horses tie (including dead-heats) for the last qualifying position or positions in the finish of any elimination race(s), thereby "qualifying" more horses than can be accommodated in a single tier (10 horses), the remaining qualifying horses to advance to the Final shall be selected based on a horse's lifetime earnings, as compiled by the USTA, including any elimination race earnings. Once the single tier has been filled, all other tied horses shall be deemed eliminated.

If there are elimination races, qualifying horses that did not finish in a dead-heat in one elimination race shall receive preference over any horses with the same official order of finish where a dead-heat resulted in another elimination race.

Finally if, and only if, tied horses have equal lifetime money earnings, preference will be determined by lot.

- 7.) **Replacing Scratched Horses.** Scratched horses in the Open and Oaks will be replaced in the following manner:
 - 7a.) If eliminations are required when heats are raced on the same day and post positions for the Final heat have not been drawn, the AE horse(s) will take its place in the normal draw. No scratched horses will be replaced after post positions have been drawn for the Final.
 - 7b.) If eliminations are required the prior week and post positions have already been drawn, the AE1 horse will assume the position on the outside of the remaining starters in the order determined in the above paragraph 4. The AE2 horse, if drawn in by a second scratched horse, will start outside the AE1 horse. No horse will be moved into the Race as a replacement after the official "scratch time" deadline for publication of the official program, unless the "also eligible" horse(s) have been published in the official program in accordance with racing commission rules.

8.) **Front Paddock.** At the discretion of the Society, and except where prohibited by regulatory considerations such as quarantine of foreign horses, all horses in the elimination races and/or the Final of the Open may be required to race from the front paddock of the Track.

9.) **Money Distribution:**

9a.) Purses for the Eliminations, if necessary, will be divided 50-25-12-8-5% for the horses finishing first through fifth.

9b.) If conducted in a single dash or as a Final for the Open and/or Oaks, all starters will receive purse money. The winner of the single dash or as a Final will receive 50% of the purse for that race; one percent (1%) of the purse of that race will be paid to the owners of each finalist finishing 6th through last including horses that are declared a non-starter for pari-mutuel purposes during the Race by the judges, or those that don't finish the race. The remainder of the purse will be divided 50-24-16-10% for the horses finishing second through fifth.

10.) **Accidents in the Eliminations.** If, because of an accident in an elimination race, an insufficient number of horses finish the elimination and qualify for the Final, the remaining finalist(s) and "also eligible(s)" will be selected (in the preference of the highest earnings in that year as determined above) from the remaining non-offending horses in that elimination where the accident occurred.

Note: The Society, at its sole discretion, reserves the right to conduct either Race (Open or the Oaks) or both Races: at a distance of one mile or greater; in heats on the same date; or in eliminations to be held on the same date as the Final or a week previous to the Final. The Open may be conducted in a different format than the Oaks. The Society, also at its sole discretion as it determines to be in the best interests of the Race, reserves the right to amend the size of the elimination fields (to more than 10, including trailers), and the right to amend the elimination purses of either Race (Open or the Oaks) or both Races. Such a change will be announced prior to the February 15th 3YO payment.

Racing Conditions For The Hambletonian Maturity:

The Maturity will be raced under the following conditions:

- 1.) **Distance.** The race is to be contested at one mile or greater.
- 2.) **Draw.** Post positions will be determined by an open draw.
- 3.) **Single Dash.** If 16 or fewer horses are declared to start, the race will be run as a single dash with up to six (6) trailing horse(s) in a second tier and no elimination races are required. If 17 or more horses are declared to start, the field will be limited to 16 horses based on the highest total money earnings in their three and four-year-old seasons as compiled by the U.S.T.A. The 4-year-old sustaining fee and supplemental fee, if any, will be refunded on all horses which are entered and meet the qualifying standards of the track but do not have sufficient earnings to qualify for the race unless the horse draws in as an "Also Eligible" in the event of a scratch.
- 4.) **Also Eligibles.** In addition, two horses will be selected from those entered that do not qualify for the Race to be designated "Also Eligible" ("AE") for each Final. The preference to determine which is the first "Also Eligible" ("AE1") shall be determined by taking the horse with the highest 3-year-old and 4-year-old total earnings. The other horse will be the second "Also Eligible" ("AE2").
- 5.) **Breaking Ties.** If two or more horses tie for the last qualifying position or positions in the race, thereby "qualifying" more than 16 horses, the final horse(s) in the field shall be determined by giving preference to the horse(s) with the

highest 4-year-old earnings to make up a field of 16 horses maximum. If, and only if, tied horses also have equal 4-year-old money earnings, preference will be determined by lot.

Once the field of 16 has been filled, all other tied horses shall be deemed eliminated and their 4-year-old sustaining and supplemental fee, if any, will be refunded unless as an "Also Eligible" they draw in on a scratch.

6.) **Replacing Scratched Horses.** Scratched horses in the Maturity will be replaced in the following manner:

6a.) If post positions have not been drawn, the AE horse(s) will take its place in the normal draw;

6b.) If post positions have been drawn, the AE1 horse will assume the position on the outside of the remaining starters in the tier of the starting gate from where the horse was scratched, in the order determined in the above paragraph 5; The AE2 horse, if drawn in by a second scratched horse in the same tier as the first scratched horse, will start outside the AE1 horse. If the second scratched horse is in the other tier, the AE2 horse will assume the position on the outside of the remaining starters in that tier; No horse will be moved into the Race as a replacement after the official "scratch time" deadline for publication of the official program, unless the "also eligible" horse(s) have been published in the official program in accordance with racing commission rules.

7.) **Money Distribution.** All starters in the race will receive money. The winner of the Race will receive 50% of the purse; one percent (1%) of the purse will be paid to the owners of each finalists finishing 6th through last including horses that are declared a non-starter for pari-mutuel purposes during the Race by the judges or that don't finish the Race. The remainder of the purse for the Race will be divided 50-24-16-10% for the horses finishing second through fifth.

Note: The Society, at its sole discretion, reserves the right to conduct the Maturity: in heats on the same date; or in eliminations to be held on the same date as the Final or a week previous. In addition, the Society at its sole discretion reserves the right to allow Lasix (*furosemide) use in the Hambletonian Maturity. Such a change will be announced prior to the February 15 payment in the year of the race.

The Following Apply To All Races:

Prohibited Race Day Medication:

No horse may be treated with any medication and/or substance foreign to the natural horse on the day of the race prior to post time for the Open, the Oaks (including their eliminations). This prohibition includes, but is not limited to, the administration of Phenylbutazone (Butazolidin™); Furosemide (Salix™ formerly Lasix) and/or adjunct bleeder medications such as Aminocaproic Acid (Amicar™). Any medication and/or substance foreign to the natural horse found in the body of the horse on race day prior to post time in excess of the regulatory threshold and determined to constitute a positive by the racing commission shall be considered a violation of these conditions.

Detention/Retention:

All starters are subject to the detention policy of the Track.

Drivers and Trainers Fees:

The drivers and trainers fees may be disbursed in accordance with the policy of the Track at the time of the Race.

Protests, Investigations and/or Disputes:

In the event of any protest, investigation or dispute with respect to the results of the Hambletonian Stake No. 98 or any Races related thereto, the Society may, if it is in possession of the purse, at its option deliver the purse, or the disputed portion

thereof, to the Track which shall hold such purse in a segregated interest-bearing bank account, to be disbursed by the Track following the final binding and non-appealable determination of any such protest, investigation or dispute. Further, the Owner shall hold the Society and the Track, their officers, directors, members, employees and agents harmless from, against and in respect of any and all claims, actions, losses, damages, liabilities, judgment, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) resulting from any such protest, investigation or dispute.

Disputes:

In the case of any dispute as to the interpretation of these conditions, the decision of the Executive Committee of The Hambletonian Society, Inc. shall be final. All fees and payments in any race are accepted on the condition that all claims, objections and appeals arising out of these Races or with respect to any interpretation of any rules or conditions of the Races, or otherwise shall be decided by the Executive Committee of the Hambletonian Society, Inc., which decision shall be final and not subject to appeal. Any appeal rights which the owner shall otherwise have are waived.

The Hambletonian Society, Inc, at its sole discretion as to what it determines to be in the best interest of the Races, reserves the right to refuse the participation of any entry or proposed entry.

Any horse owned or trained by an owner or trainer who is arrested, indicted or is the subject of a filed governmental criminal information charging such person with administering, selling, sponsoring or encouraging the sale or use of illegal medications or the illegal or unethical treatment of animals will be ineligible to race in any of the races owned by The Hambletonian Society, Inc. Such ineligibility shall commence on the date of such arrest, indictment or information and continue for a minimum of 60 days from the time of the transfer of ownership of the horse and/or the change of trainers to a bona fide separate and unrelated licensed owner or trainer, as the case may be. All payments may be subject to forfeiture.

Make Nomination and Sustaining Checks

Payable To and Send To:

The Hambletonian Society, Inc.
109 South Main Street, Suite 18
Cranbury, NJ 08512-3174