

MOHAWK MILLION 2-Year-Old Trotters

For:

2-Year-Old Trotters

To Be Raced At:

Woodbine Mohawk Park

To Be Raced On:

Saturday, September 26, 2020

Purse (U.S. Funds):

\$1,000,000

Payments (U.S. Funds):

February 18, 2020 (Nomination Fee)..... \$55,000

June 1, 2020 (Sustaining Fee)..... \$55,000

General Racing Conditions:

The Rules of Racing of the Alcohol & Gaming Commission of Ontario ("AGCO") in effect at the time the race is contested, shall govern this race and any and all entries to the race will be received only with the understanding and on the agreement of the subscriber that the said Rules of Racing govern and that the following additional rules apply.

1. At the absolute discretion of Woodbine Entertainment Group ("WEG"), the entries of any person (including this entry) or the transfer of any entry (including this entry) may at any time be refused and/or cancelled without either notice or reason being given and without liability except for the return of any subscriptions paid on an entry or entries refused and/or cancelled.

2. The event will take place Saturday, September 26, 2020.

3. Subject to the said Rules of Racing, Woodbine Entertainment reserves the right to cancel the event without liability therefor upon repayment of all subscription fees, if any, paid on such cancelled event.

4. Woodbine Entertainment reserves the right to change the time and/or place of the event in its absolute discretion, subject, however, to the Rules of Racing and the Regulations of the AGCO.

5. It is expressly understood and agreed that the race may, if Woodbine Entertainment so determines in its absolute discretion, be conducted by a Racing Association other than Woodbine Entertainment, and Woodbine Entertainment shall have the right to assign, and transfer this entry and all monies paid to it hereunder to such other Racing Association and in such event all obligations, if any, of Woodbine Entertainment shall terminate.

6. Conditions subject to change and or adjustments up to and including February 18, 2020

7. Purse distribution for the Final: All finishers in the race will receive money. The winner of the race will receive 50% of the total purse; one percent (1%) of the total purse will be paid to each horse finishing sixth through last; the remainder of the purse for the race, will be divided 50-24-16-10% for the horses finishing second through fifth.

8. Race shall be held a distance of One Mile (1609 M)

9. Entry fee shall be USD \$110,000. USD \$55,000 is due on or before February 18, 2020 and the remaining USD \$55,000 is due on or before June 1, 2020. All payments must be guaranteed funds. Failure to make the June 1, 2020 payment of USD \$55,000 will result in the forfeit of the USD \$55,000 deposit that was made on or before February 18, 2020.

10. All entry fees must be postmarked no later than February 18, 2020. The second installment must be postmarked no later than June 1, 2020. Failure to make a payment when it is due constitutes automatic withdrawal from the event. Woodbine Entertainment recommends that if payments are being mailed, that receipt of mailing is kept. It is suggested that payments be made by registered mail or be hand delivered to ensure safe delivery.

11. Entry fee shall be made payable to Woodbine Entertainment.

12. The event shall be raced for a purse of USD \$1,000,000.

13. The USD \$110,000 entry fee entitles the purchaser to a slot in the race.

14. There will be a maximum of 9 slots available for purchase

15. The slot purchaser shall be a sole person or single entity.

16. Should less than 9 slots be sold prior to the February 18, 2020 closing the event shall be cancelled and all entry fees shall be returned

17. If more than 9 purchasers wish to purchase a slot the 9 successful purchases will be separated by common

ownership (preference given to separate ownership entries)

18. If more than 9 separate purchasers wish to purchase a slot the successful purchased slots will be drawn by lot. All deposits paid by purchasers who are outdrawn for a slot in the event shall be refunded.

19. Two of the outdrawn slot owners shall be drawn by lot as Also Eligible slots numbered Also Eligible number 1 and Also Eligible number 2. Should a slot owner fail to make the June 1, 2020 payment of USD \$55,000, Also Eligible number 1 will have the opportunity to pay the USD \$110,000 entry fee. Should Also Eligible number 1 not purchase the open slot, the open slot will be offered to Also Eligible number 2 at the cost of USD \$110,000. Should neither Also Eligible purchase the available slot the slot will then be available to be purchased by the public.

20. The 10th and final slot will be awarded to the winning owner(s) of the William Wellwood Memorial Final at no cost to the winning owner(s). This slot must be used by the horse that won the William Wellwood Memorial Final.

21. In the case of a dead heat for win in the William Wellwood Memorial Final the winning horse with the highest lifetime earnings, as determined by Standardbred Canada records, as of midnight on the day following the William Wellwood Memorial Final will be the horse eligible for the 10th and final slot in the Mohawk Million race.

22. A slot is an entity and may be sold, traded or subject to a lease agreement.

23. All agreements made on slot ownership are the sole responsibility of the slot owner and such contracts are between the slot owner and the 3rd party.

24. Slot purchasers do not have to declare a horse until time of entry.

25. Slot ownership must be declared in full transparency for purposes of AGCO regulations at time of entry.

26. A scratched horse may be substituted up until final changes are made and the race program is finalized.

27. Each Slot holder will also be able to name one also-eligible horse by the same date. An also-eligible will only be eligible to be substituted for the horse named by the entrant to be run in the 2020 Mohawk Million race if the named horse is scratched.

28. Should an entrant be scratched and the also-eligible is unable to fill the scratched horse's position there shall be NO refund of the entry fee.

29. Horse eligibility is subject to the AGCO Rules of Racing.

30. Drivers' and trainers' fees shall be paid in accordance with track policy.

31. No trainer shall be permitted to race more than 2 horses in the event.

32. Horses changing trainers for the purpose of getting under the 2 horse per trainer limit must do so at least 21 days before the day of the race.

33. Horses changing trainers must transfer to a trainer not associated with previous trainer. A trainer is considered associated if he or she was an assistant to or employee of or related to the trainer by blood by marriage or a domestic partner of the trainer.

34. 24 hour retention barn subject to Woodbine Entertainment and AGCO protocols

35. All horses are subject to AGCO Out of Competition testing rules and protocols.

36. All post positions will be drawn by lot unless otherwise stated in the conditions.

37. Qualifying standards shall be governed by the Rules of Racing and the Regulations of the AGCO.

38. It is expressly acknowledged that officers and directors of Woodbine Entertainment are entitled to purchase entry slots in the Mohawk Million event and to negotiate a deal with a potential horse owner to race a horse in any such slot.

39. Entry of a horse shall constitute acceptance of these terms and conditions whether such entry is done in writing or electronically.

40. Each slot purchaser hereby expressly and irrevocably grants Woodbine Entertainment the exclusive right to use, in connection with the promotion of the Mohawk Million race, the name and likeness of the slot purchaser/horse owner, any horse pre-entered or entered and any co-owners, drivers, trainers, colors, logos, driving colours and any other associated or identifying characteristics as well as any other matter relating to the participation of the horse in the Mohawk Million race. Promotion by Woodbine Entertainment may include, without limitation, televising, broadcasting and/or recording in any manner the Mohawk Million race and the activities incidental to it, and broadcasting, exhibiting and/or exploiting the

same by any means now hereafter known, including, without limitation, licensing such rights to others for uses approved by the slot purchaser. The slot purchaser, on behalf of himself and the horse owner, hereby expressly, irrevocably and perpetually waives on his behalf, on the horse owner's behalf and on behalf of his contractors, agents, and employees (including the trainers and drivers) any and all rights he or they may have in connection with any matter referred to in this paragraph, including, without limitation, any claim for invasion of the right of privacy or the right of publicity, for misappropriation, for infringement of trademark, trade dress and other intellectual property rights, or for any remuneration therefor. Upon demand, the slot purchaser/horse owner shall cause any of the aforementioned persons to deliver releases to slot purchaser and Woodbine Entertainment, permitting Woodbine Entertainment to use and exhibit such material. The slot purchaser/horse owner understands and agrees that Woodbine Entertainment reserves the right to use names, trademarks, service marks, copyrights, symbols, logos, slogans, results, still and motion pictures, audio reports, trailers, promos and other identifying characteristics in relation to the Mohawk Million race. Woodbine Entertainment reserves all rights to advertise the Mohawk Million race in any manner deemed appropriate by Woodbine Entertainment. Woodbine Entertainment grants to slot purchaser the right to use a sponsor of their horse if there is no conflict with any sponsor commitments that are obtained by Woodbine Entertainment for the Mohawk Million race or conflict with any sponsorship commitments or other assets or rights of Woodbine Entertainment and its affiliates subject to any limitations that exist with televising, broadcasting and/or recording in any manner the Mohawk Million race.

Make Checks Payable To:

Woodbine Entertainment

Send To:

Woodbine Mohawk Park
Attn: Dana Keyes
9430 Guelph Line, P.O. Box 160
Campbellville, ON L0P 1B0

These racing conditions may vary in a non-material way based on final input from the AGCO