

Mohawk Million

For:

2-Year-Old Trotters

To Be Raced At:

Woodbine Mohawk Park

To Be Raced On:

Saturday, September 21, 2024

Purse:

\$1,000,000

Payments (CAD Funds only):

February 15 (Nomination Fee)..... \$25,000

June 3 (Sustaining Fee)..... \$25,000

Declarations close as posted on weekly condition sheet.

Racing Conditions:

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 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 on Saturday, September 21, 2024.
3. Subject to the said Rules of Racing, WEG reserves the right to cancel the event without liability therefor upon repayment of all subscription fees, if any, paid on such cancelled event.
4. WEG reserves the right to change the race name, 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 WEG so determines in its absolute discretion, be conducted by a Racing Association other than WEG, and WEG 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 WEG shall terminate.
6. Conditions subject to change and/or adjustments up to and including February 15, 2024.
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 CAD \$50,000. CAD \$25,000 is due on or before February 15, 2024 and the remaining CAD \$25,000 is due on or before June 3, 2024. All payments must be guaranteed funds. Failure to make the June 3, 2024, payment of CAD \$25,000 will result in the forfeit of the CAD \$25,000 deposit that was made on or before February 15, 2024.
10. The Slot Purchase Contract must be signed by an individual or a principal shareholder of the purchasing entity signing in a personal capacity.
11. The first installment of the entry fee must be postmarked no later than February 15, 2024. The second installment must be postmarked no later than June 3, 2024. Failure to make a payment when it is due constitutes automatic withdrawal from the event. WEG recommends wiring all payments, but if payments are being mailed, that registered mail is used and a receipt of mailing is kept.
12. Entry fees shall be made payable to WEG.
13. WEG shall add CAD \$500,000 from the Woodbine Mohawk Park purse account to the race purse amount.
14. The event shall be raced for a purse of CAD \$1,000,000.
15. The CAD \$50,000 entry fee entitles the purchaser to a slot in the race.
16. There will be a maximum of 10 slots available for purchase.
17. Should less than 10 slots be sold prior to the February 15, 2024 closing, WEG may extend the deadline to March 1, 2024 in an effort to fill all slots. If WEG is still unable to sell all slots by March 1, 2024, the event shall be cancelled and all entry fees shall be returned.
18. If more than 10 purchasers wish to purchase a slot, the 10 purchases will be separated by common ownership (preference given to separate ownership entities).
19. If more than 10 separate purchasers wish to purchase a slot, the purchased slots will be drawn by lot. All deposits paid by purchasers who are outdrawn for a slot in the event shall be refunded.
20. 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 3, 2024 payment of CAD \$25,000, Also Eligible number 1 will have the opportunity to pay the CAD \$50,000 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 CAD \$50,000. Should neither Also Eligible purchase the available slot the slot will then be available to be purchased by the public.
21. A slot is an entity and may be sold, traded or subject to a lease agreement.
22. 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.
23. Slot purchasers do not have to declare a horse until time of entry.
24. Declarations for the Mohawk Million shall close on Monday, September 16, 2024 unless stated otherwise on the weekly condition sheet.
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 no later than 7:00 pm on September 16, 2024. An also-eligible will only be eligible to be substituted for the horse named by the entrant to be run in the 2024 Mohawk Million race if the named horse is scratched.
28. Should an entrant be scratched and the named also-eligible be 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. WEG may require all horses declared to its races to be on the grounds of Mohawk Park up to 48 hours prior to the race in which such horses are to start. These horses may be placed in a retention barn.
32. All horses are subject to AGCO Out of Competition testing rules and protocols.
33. All post positions will be drawn by lot unless otherwise stated in the conditions.
34. Each slot will entitle the slot owner to one table of four (4), as well as one table of four (4) for the connections of the horse racing in the slot, for dining on Saturday, September 21, 2024. Confirmation of who will be using the tables is required by Tuesday, September 17, 2024, to the Racing Department. Failure to confirm will result in forfeit of the tables.
35. Qualifying standards shall be governed by the Rules of Racing and the Regulations of the AGCO.
36. It is expressly acknowledged that officers and directors of WEG 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.
37. Entry of a horse shall constitute acceptance of these terms and conditions whether such entry is done in writing or electronically.
38. Each slot purchaser hereby expressly and irrevocably grants WEG 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 WEG 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 or hereafter known, including, without limitation, licensing such rights to others for

uses approved by WEG. 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 WEG permitting WEG to use and exhibit such material. The slot purchaser/horse owner understands and agrees that WEG 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. WEG reserves all rights to advertise the Mohawk Million race in any manner deemed appropriate by WEG. WEG grants to slot purchaser the right to use a sponsor of his horse if there is no conflict with any sponsor commitments that are obtained by WEG for the Mohawk Million race or conflict with any sponsorship commitments or other assets or rights of WEG and its affiliates, subject to any limitations that exist with televising, broadcasting and/or recording in any manner the Mohawk Million race.

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

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