

New York Racing Association, Inc.
2020 Bonus Credit Program
Belmont Park
Terms and Conditions

NYRA has created the 2020 Bonus Credit Program (the “**Program**”) for those who purchase 2021 Belmont Seasonal Tickets and/or 2021 Belmont Stakes Tickets on or before August 31, 2020.

Below are the Terms and Conditions that apply to and govern the Program.

These Terms and Conditions are subject to all terms and conditions set forth in any Ticket Account Agreement (the “**Ticket Agreements**”), as applicable, which terms and conditions are incorporated herein in their entirety by this reference. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Ticket Agreements, as applicable.

Eligibility:

The Program is available only to Account Holders of Record who have made full payments for their 2021 Belmont Season Tickets, or 2021 Belmont Stakes Tickets on or before August 31, 2020, directly through the NYRA Box Office, or a NYRA Sales Representative, for the purchase of Season Clubhouse Box Seats Tickets, Reserved Seat Tickets, Season Admission Pass, General Admission, or a Hospitality Purchase (Garden Terrace, Turf & Field Club, Belmont Room, West Wing, Marquee Tent, Top of the Stretch, Paddock Terrace, Champagne Room) (each a “**Ticket Purchase**” and collectively, the “**Ticket Purchases**”)(“**Eligible Account Holder**”).

Offer cannot be combined with any other offers, including prior bonus credit offers or discounts.

For the avoidance of doubt, any indirect purchasers, including through Ticketmaster and Belmont Experiences, partners of any Account Holders of Record, secondary ticketing markets, and third-party vendors are not eligible to participate in the Program.

Enrollment:

To enroll in the Program, an Eligible Account Holder must purchase and pay in full for their 2021 Belmont Seasonal Tickets, or 2021 Belmont Stakes Tickets on or before August 31, 2020. Any balances paid after August 31, 2020 for any 2021 Belmont Seasonal Tickets or any 2021 Belmont Stakes Tickets will not be eligible for the Bonus Program.

The Program Bonus:

If the Eligible Account Holder chooses to purchase 2021 Belmont Season Tickets or 2021 Belmont Stakes Tickets and pays in full on or before August 31, 2020, the Eligible Account Holder will be entitled to the following benefit listed below:

- i. NYRA will add a bonus to the Eligible Account Holder's account in the amount of ten percent (10%) of the 2021 Belmont Season Ticket and/or 2021 Belmont Stakes total purchase amount (the "**Bonus**"). Such Bonus can be used to purchase additional tickets on all available Race Days at Belmont Park or Saratoga Race Course as inventory allows during calendar year 2021.
 - a. **Example:** An Eligible Account Holder purchases 2021 Belmont Seasonal Tickets and/or 2021 Belmont Stakes ticket(s) from NYRA. The full amount paid by the Eligible Account Holder prior to August 31, 2020 is \$1,000. Under the Program, NYRA will apply a Bonus of \$100 worth of Account Credit to be utilized on tickets at either Belmont Park or Saratoga Race Course during the 2021 calendar year.

Use of the Program Bonus:

All Eligible Account Holders may use the Bonus towards a Ticket Purchase by way of a Ticket Purchase Agreement with NYRA for race days at Belmont Park and/or Saratoga Race Course during the 2021 calendar year.

The Bonus must be redeemed on or before the payment deadline set forth in a 2021 Ticket Purchase Agreement (the "2021 Payment Due Date")

As applicable, the Bonus, and any portion thereof, that is not redeemed on or before the 2021 Payment Due Date, will be forfeited. Each such Bonus is not redeemable for cash. The Bonus may not be sold, transferred, or offered as a gift.

Cancellation/Refunds:

There are no refunds or exchanges permitted for ticket purchases.

In the event that racing is cancelled at any time prior to park opening, or is taking place at Belmont Park or Saratoga Race Course without permitted patronage to the general public, and NYRA does not intend to reschedule such racing events, NYRA will issue ticket credits or refunds solely for all tickets/pre-paid parking purchased directly through the NYRA Box Office, or a NYRA Sales Representative, for the specific event days that are affected by such situation. In such cases, tickets purchased via third-party vendors are not eligible for a refund from NYRA and customers must directly contact the third-party vendors for assistance.

In the event that the park is opened as planned and racing is cancelled, for any reason, before five(5) races have been run, customers in any hospitality/dining venues with pre-paid buffets will be entitled to finish their selected menu and standard 4-hour beverage package only and NYRA will refund such customers for any additional hours purchased beyond the standard 4-hour beverage package. Except as set forth in the previous sentence, NYRA shall have no obligation nor have any liability to such customers. For all other customers, NYRA will issue ticket credits or refunds solely for all tickets/pre-paid parking purchased directly through the NYRA Box Office, or a NYRA Sales Representative, for the specific event days that are affected by such situation. In such cases, tickets purchased via third-party vendors are not eligible for a refund from NYRA and customers must directly contact the third-party vendors for assistance.

If racing is cancelled, for any reason, after five (5) races have been run, there are no refunds or exchanges of any kind.

Other Terms and Conditions:

Acceptance of or participation in the Program does not confer upon any Eligible Account Holder any rights or options not expressly set forth in these Terms and Conditions, and does not alter, modify, amend, supersede, or cancel any of the terms and conditions set forth in the Ticket Agreements.

The failure of NYRA to seek redress for any violations of, or to insist upon the strict performance of, any covenant, term, condition, representation, and/or warranty set forth in these Terms and Conditions will not constitute a waiver of such rights or any way limit or prevent the subsequent enforcement of any covenant, term, condition, representation, and/or warranty.

All aspects of the Program, including, without limitation, these Terms and Conditions, shall be governed by and construed in accordance with the laws of the State of New York and any applicable federal laws without regard to choice of law rules. Any aspect of the Program is void where prohibited by law. If any provisions of these Terms and Conditions is held to be unlawful, void, or unenforceable, such provision shall be severable with affecting the enforceability of all remaining provisions.