

New York Racing Association, Inc.
2021 Bonus Credit & Refund Program
Belmont Park
Terms and Conditions

The New York Racing Association, Inc. (“NYRA”), has created the 2021 Bonus Credit Program (the “**Program**”) for those who purchase 2021 Belmont Seasonal Tickets and/or 2021 Belmont Stakes Tickets, in the event that any day(s) of the 2021 Belmont Stakes Racing Festival and/or the 2021 Belmont Spring/Summer/Fall Season Race Meets must be held at reduced capacity or without spectators in attendance due to the COVID-19 pandemic and related public safety concerns, such that the purchaser is unable to attend at Belmont Park on such day(s) (each such affected day, an “**Impacted Race Day**”). This Program is solely applicable for Impacted Race Days due to governmental restrictions and prohibitions on spectator attendance.

Below are the Terms and Conditions that apply to and govern the Bonus Credit 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, 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, Horsemen’s Lounge, 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.

The Program Bonus:

If the Eligible Account Holder chooses to purchase 2021 Belmont Season Tickets or 2021 Belmont Stakes Tickets, and the tickets purchased are impacted by governmental restrictions and prohibitions on spectator attendance due to the COVID-19 pandemic and related public safety concerns, such that the purchaser is unable to attend at Belmont Park on such day, 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 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:

An Eligible Account Holder may, at any time before the 2021 Payment Due Date, as the case may be, cancel their enrollment in the Program and receive a refund for any unused Impacted Race Days Account Balance. As applicable, any such cancellation will result in a forfeiture of the entire Bonus.

Refunds:

Eligible Account Holders who elect to not enroll in the Program will receive a full refund of the ticket purchase price paid in connection with Impacted Race Days and will be ineligible to receive any Bonus. If Account Holder paid such balance by credit card, refunds will be made to the credit card used to purchase the tickets, unless an Eligible Account Holder requests otherwise by email to his/her NYRA Sales Representative. If Account Holder paid balance by cash or check, NYRA will issue a refund check to the Account Holder. Refunds will be made within thirty (30) days of NYRA receipt of such refund request.

Eligible Account Holders who enroll in the Program in connection with any extension, if any, of the Program will be eligible for a Bonus only for tickets not previously refunded.

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.