

# Significant Player Program Rules & Regulations

(Effective, February 1, 2007; Revised February 2009; Revised February 2010)

1. Participants must be 18 years of age or older.
2. Valid photo identification may be required for participation.
3. Cards, points and rewards are non-transferable. Two or more persons may not accumulate points toward the same rewards. Points may not be pooled with those of another member.
4. Not all facilities participate in this program. Please check with your local facility to see if they participate.
5. Misuse of card or violation of rules will result in termination of program participation and forfeiture of all accumulated points, without notice.
6. One dollar wagered equals one point based on the following: Points are earned on wagers made on California Thoroughbred and Fair races from 0 to 100,000 dollars wagered in any given calendar month. Once a patron has exceeded 100,000 dollars wagered on California Thoroughbred and Fair race meet wagers in any given calendar month, all wagers made on day imported races in the same calendar month will be combined with the California Thoroughbred and Fair wagers.
7. Points earned in any single calendar month expire prior to the first day of following month. Under no circumstances are points carried over from month-to-month.
8. Failure to scan your membership card properly will result in non-accumulation of points. Point adjustments or credits may not be issued retroactively.
9. Points and rewards are non-refundable for cash or credit.
10. Rewards are issued in the month following point earning. Reward schedules are subject to change. The California Marketing Committee and/or participating facilities will not be held responsible for any missed points. It is the responsibility of the patron to verify points earned.
11. Participating facilities are not responsible for the misuse of lost or stolen membership cards or earned points. Lost or stolen cards should be reported immediately to a participating facility. Participating facilities reserve the right to charge a replacement fee for lost, stolen or damaged cards. Excessive reissuing of lost or stolen cards may result in termination of program participation.
12. Possession of illegal reproductions of cards will result in termination of program participation.
13. Once a new card is issued to replace a lost, stolen or damaged card, the old card can no longer be used to accumulate points.
14. The California Marketing Committee and/or participating facilities are not responsible for technical problems when placing wagers for the accumulation of points.
15. Points will not be earned when it is determined that a wager(s) is contributing to a minus pool. When an individual places a single wager in the amount of \$1,000 or more or places multiple wagers in the aggregate amount of \$1,000 or more in a minus pool, the wager(s) will not be eligible for accumulation of points under the program.
16. Persons ineligible to participate include employees and immediate family of: California Marketing Committee; CHRIMS; CalRacing Club and CalRacing Club facilities; CARF; TOC; vendors of participating facilities; totalizator company of participating facilities; any participating affiliates, their advertising agencies and employees; third party suppliers and employees of NCOTWInc and SCOTWInc.
17. Except for any benefits that may be expressly published by the California Marketing Committee, there is no implied benefits or warranties of any kind arising out of the Program. **ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**
18. Operation of this program requires the recording of wagering activity. For additional information please refer to our Privacy Policy which can be found at [www.calracing.com](http://www.calracing.com).
19. All decisions by the California Marketing Committee and/or participating facilities are final. Participating facilities reserve the right to exclude anyone from participation in their program.
20. Any and all disputes arising out of the Program shall be governed by the laws of the state of California, without resort to its conflicts of law or choice of law principles.