

## Terms and Conditions of Hoosier Park Racing & Casino Gift Card

In consideration of and as a condition of the purchase and sale of this Hoosier Park Racing & Casino Gift Card (Gift Card) issued by Hoosier Park, LLC, an Indiana Limited Liability Company, (Hoosier Park), Purchaser agrees to the following terms and conditions (Agreement):

1. **EXPIRATION**. The Gift Card expires five (5) years from the date of purchase and may not be renewed or used for any purpose thereafter. Any unused balance expires at that time.
2. **LOST, STOLEN OR MISPLACED GIFT CARDS**. Hoosier Park is not responsible if the Gift Card is lost, stolen or misplaced. The Gift Card will not be replaced by Hoosier Park if it is lost, stolen or misplaced.
3. **USE**. Subject to all other applicable laws, the Gift Card may be used to purchase only food, beverage and gifts at Hoosier Park Racing & Casino in Anderson, Indiana and its Off Track Betting facilities located in Fort Wayne, Indianapolis and Merriville, Indiana. It may not be used to wager on horse races or gambling games. It may be used to purchase Club Centaur points. The Gift Card may not be redeemed for cash. Hoosier Park is not responsible for the unauthorized use of the Gift Card.
4. **NO REFUNDS**. The sale of the Gift Card is final. The purchase price will not be refunded.
5. **FEES**. There are no fees or other charges.
6. **FIXED AMOUNT**. This Gift Card is issued for a fixed dollar amount at the time of purchase and may not be reloaded.
7. **WEBSITE**. A copy of these terms and conditions as well as other information concerning the Gift Card is available at [www.hoosierpark.com/gift\\_cards](http://www.hoosierpark.com/gift_cards).
8. **REGULATORY MATTERS**. This Agreement is contingent upon approval by the Indiana Horse Racing Commission and is subject to cancellation at any time by the Indiana Gaming Commission pursuant to 68 IAC 1-4-1. In the event of non-approval or cancelation, Hoosier Park will refund the unused balance.
9. **AUTHORITY TO ACT**. Each party has the full right and power to execute, deliver and perform this Agreement according to its terms, without the necessity of consent of or joinder with another; when executed and delivered, this Agreement shall constitute a valid and binding agreement, enforceable according to its terms.
10. **MERGER/INTEGRATION**. This Agreement contains the understanding of the parties hereto with respect to the subject matter contained herein and may be amended only in a written instrument executed by each of the parties or their respective personal representatives, successors and/or assigns. This Agreement supersedes any and all prior agreements with respect to the subject matter hereof, and there are no restrictions,

promises, warranties, covenants or undertakings between the parties other than those expressly set forth in this Agreement.

11. **DISCLAIMER OF ORAL REPRESENTATION**. This Agreement is executed and delivered without reliance upon any statement, representation, promise, inducement, understanding or agreement by or on behalf of any party hereto or by or on behalf of any representative or agent employed by either of them, other than the matters expressly set forth herein.
12. **ARBITRATION**. Unless the parties to this agreement mutually agree in writing, all claims and disputes arising in connection with the making of and entering into or performance of the agreement will be finally settled by binding arbitration in accordance with the Commercial Arbitration Association in effect on the date of this agreement as a single arbitrator appointed in accordance with such rules. The cost of the arbitrator and the cost of both parties of proceeding in arbitration, including, without limitation, reasonable attorney fees and expenses, will be born as to each claim submitted to arbitration by the substantially non-prevailing party on that claim. The award of the arbitrator will be in writing and will contain findings of fact and conclusions concerning applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.
13. **JUDICIAL FORUM**. All questions concerning the validity, interpretation or performance of any of this agreement's terms or provisions, or of any rights or obligations of the parties hereof, shall be litigated in Madison County, Indiana.
14. **WAIVER OF TRIAL BY JURY**. Each party to this Agreement waives their right to trial by Jury.
15. **GENERAL AGREEMENT OF PARTIES**. This Agreement shall extend to and be binding upon the successors and assigns of the parties. When applicable, use of the singular form of any word shall mean or apply to the plural and the neuter form shall mean or apply to the feminine or masculine. This agreement shall be construed in accordance with the laws of the State of Indiana. The captions and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope of such provisions. Any notices to be given hereunder shall be deemed sufficiently given when in writing and (a) actually served on the party to be notified or (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified and registered mail, postage prepaid. Notices to Hosier Park should be sent to 4500 Dan Patch Circle, Anderson, IN 46013.

Purchaser must have opportunity to see Terms & Conditions in advance of purchase.

Purchaser must receive copy at time of purchase.

If electronic purchase, purchaser must see (or have opportunity to see) Terms & Conditions before purchase. If in a package, there should be a reference to Terms & Conditions (i.e. Please read enclosed Terms & Conditions).