



## Terms and Conditions

### Thoroughbred Industry Employee Awards presented by Godolphin

The following are the terms and conditions for nomination for and participation in the 2024 Thoroughbred Industry Employee Awards presented by Godolphin (the awards), which is sponsored by Godolphin, LLC (the sponsor).

1. **Eligibility.** Only residents employed in the United States and/or Canada who are 18 years or older on May 8, 2024, are eligible for nomination to the awards. The nominee must be available to attend the awards ceremony in person. Only one nomination form is required per person nominated.
2. **The awards.** The categories are:
  - a. Managerial Award
  - b. Dedication to Breeding Award
  - c. Dedication to Racing Award
  - d. Katherine McKee Administration Award
  - e. Support Services Award
  - f. Newcomer Award
  - g. Dr. J. David "Doc" Richardson Community Award

Further information on each of the categories is available at [www.tiea.org](http://www.tiea.org)

3. **How to nominate.** Nominations commence May 8th, 2024, and close at 11.59pm (EST) on July 14, 2024. Nominations received after that time will not be accepted. Self-nominees must provide two references in support of the nomination. Third-party nominators must supply one reference (other than the nominator) for the nomination. All nominations must be submitted on the official nomination form, and sent by email to: [awards@toba.org](mailto:awards@toba.org)

or by United States mail addressed to:  
**Thoroughbred Industry Employee Awards 2365  
Harrodsburg Rd. Suite A 200  
Lexington, KY 40504**

or by submitting online via the following website: [www.tiea.org](http://www.tiea.org)

Nominations that are lost, late, misdirected, stolen, incorrect, garbled or incomplete, for any reason, as determined by the Thoroughbred Owners and Breeders Association, Inc. (TOBA), including by reason of computer or electronic malfunction, will not be eligible. All nominees must have consented to be nominated and agree to be bound by these terms and conditions. All nomination forms become the exclusive property of TOBA and will not be acknowledged or returned. Nominators should consider the need to notify the nominee's employer before making a nomination. TOBA reserves the right to change the conditions of nomination, change a nomination to another category, and/or cancel or vary the awards process at any time, whether before, on or after the closing date. Breach of these terms and conditions will render a nomination invalid.

Information collected both through mailing, the submission of the application through email or online and its use, is governed by the Privacy Policies and the Terms and Conditions relating to, and posted on, the TOBA website and on [www.tiea.org](http://www.tiea.org).

4. **The panel.** The judging panel for the awards (the panel) will comprise individuals from across the Thoroughbred and related industries, as determined by TOBA. The panel may require additional information in order to make its determinations. Nominators and finalists must agree to be contacted by a representative of the panel to verify any information submitted and the eligibility of the nominee. The panel will endeavor to, but is not required to, select one winner and two runners-up for each of the seven categories of the awards as outlined in Section 2. The panel's decision(s) relating to the awards is made at its sole and complete discretion and shall be final and binding in all respects. The panel and organizers of the awards retain full discretion in the awarding of prizes or not to make an award in a category or categories.
5. **Finalist selection and notification.** Each of the seven category finalists will be notified in advance of the ceremony and must attend the ceremony and related activities in Lexington, Kentucky on October 15, 2024, in person. The finalists will be notified by phone and/or email, by a representative of the awards and their details will be released to the media. If a potential finalist (a) cannot be contacted, (b) does not respond within seven days from the time a representative of the awards first tries to notify him/her, (c) the notification is returned as undeliverable, and/or (d) is unable to attend the awards ceremony and related activities in person, such potential finalist forfeits all rights to the awards or to receive the prize money, and an alternative potential finalist may be selected.
6. **Travel.** The sponsor will provide the finalists of each of the seven general categories (three finalists per category) with two economy class round-trip airfares (one for each finalist and one for each finalist's guest) to Lexington, Kentucky from an airport selected by TOBA, two tickets to attend the ceremony to be held on October 15, 2024, and two nights' accommodation in a standard hotel room in Lexington, Kentucky as determined by TOBA. The finalists will be responsible for any other expenses associated with attending the awards, including, but not limited to, incidental expenses in the hotel.
7. **Prize money.** The prize money will be paid by check after the ceremony. The prizes are not transferable or exchangeable. There is no alternative prize. All federal, state and/or local income and other taxes, if any, are the finalists' sole responsibility, and a potential finalist may be required to complete and provide to Godolphin certain tax documents, including a Form W-9.
8. **Publicity.** On completing the nomination form, nominees grant free and full rights to the awards to use and publicize all information provided through the nomination process, additional submissions, correspondence, photographs and videos at their discretion, including, but not limited to, media and promotional purposes. All nominees may be required to participate in publicity generated for the awards. The awards reserve the right to use any entries, photographs, media and/or articles of the finalists of an award for promotional purposes. The nominees agree to the use of any entries, photographs, media and/or articles for future promotional, marketing and publicity purposes in any media with or without any further action on the part of the awards and/or the finalists, payment or other compensation to the finalists.
9. **Governing law and jurisdiction.** These terms and conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and entrants and nominees hereby submit to the exclusive jurisdiction of the federal and state courts located in Lexington, Fayette County, Kentucky, in connection with any legal dispute that may arise regarding any aspect of the awards or these terms and conditions.

10. **Consent and release.** By accepting a nomination to the awards, each nominee releases and discharges the Sponsor, TOBA, the panel and any other party associated with the development or administration of the awards, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, sponsor entities), from any and all liability whatsoever in connection with the awards, including, but not limited to, legal claims, costs, expenses, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively the claims). Except where prohibited: (a) acceptance of a prize constitutes the consent of any finalist, without further compensation, to use the name and likeness of such finalist for editorial, advertising and publicity purposes by the awards and/or others authorized by the awards; (b) acceptance of a prize constitutes a release by any winner of the sponsor entities of any and all claims in connection with the administration of the awards and the use, misuse, or possession of any prize; and (c) any potential finalist may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity release. No person will be entitled to claim compensation for loss from the sponsor entities, the panel, or the organizers of the awards, for any matter in connection with the awards, including, but not limited to, a failure by the sponsor entities, the panel, the awards or any organizer of the awards to comply with the conditions of nomination.