

OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.
A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.
VOID WHERE PROHIBITED.**

ELIGIBILITY: The “Nashville Superspeedway Event Sweepstakes” (the “**Sweepstakes**”) is open to legal residents of Tennessee who are at least 18 years of age at the time of entry (“**Entrant**”). Employees, owners, shareholders, members, managers, officers and directors of Nashville Speedway, USA, Inc. dba Nashville Superspeedway (“**Sponsor and Sweepstakes Administrator**”), Speedway Motorsports, LLC, National Association for Stock Car Auto Racing, LLC (NASCAR), and each of their respective parent companies, affiliates, divisions, subsidiaries, advertising and promotion agencies and all others engaged in the development, production or distribution of promotional materials or prizes for this Sweepstakes (collectively, the “**Sweepstakes Entities**”), and their immediate family members (parents, siblings, children and spouses of each, regardless of where they live) and/or those living in the same household of each (whether related or not) are not eligible to participate in the Sweepstakes.

AGREEMENT TO OFFICIAL RULES: By participating in this Sweepstakes, Entrant is voluntarily providing contact information to Sponsor, which includes Entrant’s consent to provide such information to Sponsor and its respective designees, and accepts and agrees to be bound by the terms, conditions and provisions contained in these Official Rules and the decisions of Sponsor, whose decisions will be final in all regards. Sponsor reserves the right to modify or update these Official Rules without notice at any time during the Sweepstakes Period (as defined below) as may be deemed necessary or required, as determined by Sponsor’s sole discretion. This Sweepstakes is subject to all applicable federal, state and local laws. Void where prohibited by law.

SWEEPSTAKES PERIOD: The Sweepstakes begins at **9:00AM on Tuesday, March 19, 2024** and ends at **9:00 PM on Friday, June 28, 2024** (the “**Sweepstakes Period**”). All Entries must be received by **Friday, June 28, 2024 at 9:00 PM**. All times are Eastern Time.

HOW TO ENTER: There is only one (1) way to enter this Sweepstakes. Entry Method – Website (Accessed by Scanning Code): During the Sweepstakes Period, scan the QR Code®*. You are **NOT** required to make a purchase in order to enter the Sweepstakes. Scanning the QR Code® from your handset (smart phone) will take you to a website, <https://www.nashvillesuperspeedway.com/ticket-giveaway> (“**Website**”) †. Complete and submit the entry form with all required information, including your name, state of residence, phone number, e-mail address, and agreement to these Official Rules. (Scanning the QR Code® alone will NOT result in entry; you must also complete and submit the entry form on the Website to enter the Sweepstakes). Internet access and a valid e-mail address are required to enter the Sweepstakes. You may be charged for wireless Internet access according to the terms of your plan with your cellular or “wi-fi” provider. All entries must be received no later than **9:00 p.m. CT on June 28, 2024**. Receipt of entry may be acknowledged but such acknowledgment does not constitute any representation of eligibility for the Sweepstakes nor is it otherwise binding upon Sponsor. All entries become the sole property of the Sponsor and receipt of entries will not be acknowledged (except perhaps as noted above) or returned. No alterations or forged entries are permitted. All entrants must have handset and digital service which is compatible with QR Code® technology as well as allowing for Internet access in order to enter the Sweepstakes. Prizes will be awarded to the name corresponding to the e-mail address provided on the entry form. Third party usage fees may apply. Please consult your wireless service provider regarding your pricing plan BEFORE entering the Sweepstakes. Not all wireless providers feature necessary service to participate in the Sweepstakes via this Entry Method. Check your phone capabilities for specific instructions as to scanning QR Code® and wireless Internet access. Wireless Internet access is not available in all areas.

†You may also enter the Sweepstakes by accessing <https://www.nashvillesuperspeedway.com/ticket-giveaway> directly without scanning the QR Code.®

*QR Code® is a registered trademark of Denso Wave Incorporated and is used herein solely for reference purposes. No endorsement, sponsorship or other affiliation is intended or implied by such use.

Limit of one (1) Entry per Entrant during the Sweepstakes Period regardless of whether Entrant has more than one email address. Attempting to participate using multiple methods beyond the specified limit will be voided and such participant may be disqualified, as determined by Sponsor's sole discretion. Entry that is deemed to be generated by script, macro or other automated means or utilizing any other method or means which, by Sponsor's sole discretion, impacts the integrity of the Sweepstakes, will be considered a violation of these Official Rules and such Entrant will be disqualified. Sponsor reserves the right to disqualify any participant from the Sweepstakes at any time if Sponsor determines that such Entrant has entered the Sweepstakes using automated means. Sponsor is not responsible for incomplete, lost, late, or misdirected Entries, or for failure to receive any Entries due to transmission failure or technical failure of any kind, including, without limitation, malfunctioning of any mobile app, network, hardware or software, whether originating with participant or Sponsor. In the event of a dispute, all Entries will be deemed to have been submitted by the owner of the electronic account listed in the Entry. For these purposes, an account holder shall mean the natural person assigned to such electronic account by the Internet access provider, online service provider or other organization responsible for assigning such electronic account. Any questions regarding the owner of an account shall be determined by Sponsor in its sole discretion.

PRIZES: Two (2) tickets to the Ally 400 at Nashville Superspeedway on June 30, 2024. Approximate Retail Value \$300.00

WINNER'S DETERMINATION/ODDS: The potential winner will be determined in a random drawing to be held on or about **June 28, 2024**, following the close of the Sweepstakes Period from among all eligible entries received under the supervision of Sponsor whose decisions are final and binding in all respects. **Odds of winning will be determined by the total number of eligible entries received.** Selected potential winner will be notified by **e-mail** (specific method[s] of notification being of Sponsor's sole choosing) using information provided at time of entry on the Entry Page and each selected winner must respond back to Sponsor within **one (1) business day**.

The potential winner may be required to sign and return to Sponsor an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited) and/or IRS Form W-9 (if required by IRS regulations) (the "**Sweepstakes Forms**"), prior to and as a condition of acceptance of prize, **WITHIN THREE (3) BUSINESS DAYS OF THE DATE OF NOTIFICATION** or the prize will be forfeited and an alternate winner selected. If prize notification is undeliverable, or if a potential winner does not respond to the prize notification within the time specified or if the potential winner cannot be contacted for any reason, including an invalid telephone number or invalid e-mail address, if the Sweepstakes Forms are not complete and received by Sponsor within the time required, or in the event of non-compliance with these Official Rules, the Prize will be forfeited, and an alternate winner will be selected at random from the remaining eligible entries.

PRIZE CONDITIONS. Prizes are non-transferable and no substitution or cash equivalent is allowed except as provided herein at Sponsor's sole discretion, or as otherwise stated in these Official Rules. Winner must accept the entire Prize. Winner will be solely responsible for all applicable federal, state and local taxes on prizes. Each Prize winner will receive an IRS Form 1099 for the Value of the Prize (if applicable). The difference in value of Prize as stated herein and value at the time of Prize notification/award, if any, will not be awarded. All other expenses on the receipt and use of the Prizes not specifically mentioned in these Official Rules are solely the responsibility of the Winner.

Prize Conditions. The Event is rain-or-shine. Actual seat location will be determined by Sponsor in its sole discretion. Event tickets are subject to Terms and Conditions stated thereon and tickets are non-transferable and resale of tickets are prohibited. Venue restrictions may also apply. Ticket delivery method is at sole discretion of the Sponsor which will be sent to winner by e-mail address provided on the Entry Form. Date and location of the Event is subject to change and not the responsibility of Sponsor. If the Event is canceled for any reason, Sponsor's only obligation is to awarded, or not award, the other elements of the prize, in its sole discretion.

Winner and his/her guest agree to comply with all applicable regulations in connection with the Prize. Sponsor reserves the right to remove or to deny entry to anyone who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Event. The Sweepstakes Entities will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Event. Event tickets and passes awarded as prizes may not be resold or offered for resale. Any such resale may result in disqualification and prize forfeiture, and may invalidate the license granted by the event tickets.

Any and all costs, fees and expenses not expressly stated in the trip Prize description are solely the responsibility of the Prize winner. If the actual value of a trip Prize is lower than the approximate retail value for the trip Prize stated in these Official Rules, the difference will not be awarded.

TERMS: Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes should (in its sole discretion) a virus, bug, non-authorized human intervention, fraud, or other causes beyond Sponsor's control, corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such case, Sponsor reserves the right to disqualify any individual who tampers or attempts to tamper with the Entry process or the operation of the Sweepstakes or website or violates these Official Rules, including, but not limited to, multiple Entries from the same user from different IP addresses; multiple Entries from the same computer in excess of that allowed by these Official Rules; or the use of bots, macros, or scripts or other technical means for entering. Should an Entrant attempt to deliberately damage any website or undermine the legitimate operation of the Sweepstakes, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

CONDITIONS OF PARTICIPATION/RELEASES: This Sweepstakes is subject to all applicable federal, state and local laws. By participating in the Sweepstakes, including acceptance and/or use of any prize, such Entrant hereby releases the Sweepstakes Entities and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives, promotion and advertising agencies and each such company's employees, owners, shareholders, officers and directors (collectively, the "**Released Parties**") from any and all actions, claims, injuries, death, losses or damages arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance or use of any element of the Prize. Winner hereby grants to the Sponsor and their designees, the irrevocable, royalty-free right and license to use his/her photo, video, name, voice, likeness, biographical data or information, city and state of residence and Entry materials in advertising, marketing, programming, research or promotional activities, worldwide in perpetuity, and on a Winner's list, if applicable, without further compensation, unless prohibited by law. Winner may be asked to participate in select publicity activities, as determined at the discretion of Sponsor. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and may edit such information or materials, at Sweepstakes Entities' sole discretion, without further obligation or compensation. The Released Parties shall not be liable for: (i) any injuries, losses, liabilities or damages of any kind including personal injury or death caused by any element of the Prize or resulting from acceptance, possession or use of any element of the Prize, including participation in any Prize-related activity or travel related thereto, or from participation in the Sweepstakes; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of Entry or other materials; (iv) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible Entries, communications

or affidavits, regardless of the method of transmission; (v) any inability of Winner to accept or use any element of the Prize (or portion thereof) for any reason, such Prize or element thereof shall be forfeited; or (vi) any printing, typographical, human administrative or technological errors in any materials or activities associated with the Sweepstakes. Sweepstakes Entities disclaim any liability for damage to any computer system resulting from entering, participating in or accessing or downloading information in connection with this Sweepstakes.

GOVERNING LAW/JURISDICTION: EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsor in connection with the Sweepstakes will be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions (whether of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than North Carolina. The state and federal courts located in Mecklenburg County, North Carolina will be the exclusive forum for any dispute relating to these Official Rules and/or this Sweepstakes. All Entrants and Winners agree, by their participation in the Sweepstakes, to submit to the personal jurisdiction of the state and federal courts in Mecklenburg County, North Carolina and waive the right to contest jurisdiction.

PRIVACY POLICY: The personal information provided by Entrants may be used as provided in Sponsor's privacy policy at www.speedwaymotorsports.com/privacy and/or as provided in these Official Rules for details regarding use of the personal information collected in connection with this Sweepstakes. In the event of any conflict between these Official Rules and privacy policy, these Official Rules shall control. By participating in the Sweepstakes, Entrants grant Sponsor permission to correspond with them via email regarding the Sweepstakes, to share Entrant's email address and any other personally identifiable information with the corresponding Sweepstakes Entities or third parties for the purpose of Sweepstakes administration, communication, fulfillment, or for any other purposes permitted by these Official Rules or privacy policy. Sponsor will not sell, rent, transfer or otherwise disclose Entrant's personally identifiable information to any third party other than as permitted by these Official Rules or privacy policy.

WINNER NOTICE/OFFICIAL RULES: To obtain the Winner's name or a copy of these Official Rules, send a request via email to legal@speedwaymotorsports.com or with a stamped, self-addressed envelope to Nashville Superspeedway, 4847 McCrary Rd F, Lebanon, TN 37090. Any requests for Winner and/or Official Rules must be received no later than **June 28, 2024**.

SPONSOR/ADMINISTRATOR: The sponsor and administrator of this Sweepstakes is Nashville Superspeedway, 4847 McCrary Rd F, Lebanon, TN 37090.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, YouTube, Twitter, Snap Chat, or any other social media channel in which the Sweepstakes may appear (collectively, the "**Social Media Channels**"). You are providing your information to Sponsor and not the Social Media Channels and agree to fully release the Social Media Channels of all liability. Any third-party trademarks mentioned in these Official Rules are the property of their respective trademark owners. The use or mention of such third-party trademarks in these Official Rules or in the Sweepstakes is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Sweepstakes.