## AN EXPERIENCE LIKE NO OTHER SWEEPSTAKES

## **OFFICIAL RULES**

## NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING. ONLY OPEN TO LEGAL RESIDENTS OF THE FORTY-EIGHT (48) CONTIGUOUS UNITED STATES OR THE DISTRICT OF COLUMBIA AND TWENTY-ONE YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY.

1. Eligibility. The "An Experience Like No Other Sweepstakes" (the "Sweepstakes") is open only to legal United States residents residing in the forty-eight (48) contiguous United States or Washington, D.C. Entrants must be at least twenty-one (21) years of age at the time of entry. This Sweepstakes is subject to federal, state, and local laws and regulations and void where prohibited by law. Employees, owners, shareholders, members, managers, officers and directors of Sponsor, Speedway Motorsports, LLC, EchoPark Automotive, Inc., NASCAR, and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives, 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 families (parents, siblings, children and spouses of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors, are ineligible to participate in this Sweepstakes. In the event of a dispute over the identity of an Entrant or potential winner in the Sweepstakes, the Entrant or potential winner will be deemed the authorized account holder of the email address associated with the entry. "Authorized Account Holder" is defined as the natural person in whose name the e-mail account was opened. In the event a dispute regarding the identity of an Entrant or potential winner cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Entries will not be acknowledged except as provided herein. The Sweepstakes Grand Prize is non-transferable and cannot be substituted, sold or bartered. Void in Hawaii and Alaska, and where prohibited or restricted by law.

2. Sponsor. The sponsor and administrator of this Sweepstakes is SMISC Holdings, LLC, 5555 Concord Parkway South, Concord, North Carolina 28027 ("Sponsor").

**3.** Agreement to Rules. By entering this Sweepstakes, the participant ("Entrant", "You" or "Your") agrees to abide by the Sponsor's Official Rules and decisions, which are full and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Sweepstakes You represent and warrant that You are eligible to participate based on the eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this Sweepstakes.

4. Sweepstakes Entry Period. The Sweepstakes begins on March 15, 2021 at 7:00:00 pm Eastern Time ("ET") and ends on April 23, 2021 at 11:59:59 pm ET (the "Sweepstakes Period").

5. How to Enter. No purchase is necessary, and a purchase does not increase chances of winning. During the Sweepstakes Period, eligible Entrants may enter the Sweepstakes by visiting <u>https://a.mvpindex.com/kgmsY</u> (the "Sweepstakes Site") and following the on-screen instructions to access the registration form. Entrant must provide all of the information requested, including but not limited to Entrant's full name, phone number, physical address and email address, then click "Submit" to receive one (1) entry into the Sweepstakes. Limit of one (1) entry per person, per day. If entries exceed the entry limitations, the Entrant may be disqualified, at the Sponsor's sole discretion. Entries generated by a script, macro or other automated means will be disqualified. Incomplete, unreadable, or unintelligible entries will be disqualified. All information provided by Entrants

becomes the property of Sponsor. Participation in the Sweepstakes constitutes Entrant's understanding of, full and unconditional agreement to, and acceptance of these Official Rules. Sponsor reserves the right to disqualify any Entrant that Sponsor determines to be in violation of any term contained in these Official Rules. Sponsor's decision not to enforce a specific provision of these Official Rules does not constitute a waiver of that provision of the Official Rules generally. **Sponsor has the right to change the Promotion Period, and all other dates or deadlines set in connection with this Sweepstakes, at any time and in its sole discretion.** 

**6. Grand Prizes.** There are (2) Grand Prizes available in this Sweepstakes. Each Grand Prize Trip includes:

- Round airfare tickets, for the winner and one (1) guest to Austin, Texas from an airport closest to winner's home address (as selected at the sole discretion of Sponsor) departing May 21, 2021 and returning May 23, 2021. Winner and guest will be responsible for securing any transportation to/from the closest served airport to their home.
- Hotel accommodations for two (2) consecutive nights for the winner and his/her guest in Austin area (one (1) double-occupancy room for two (2) nights), check in on May 21, 2021 and check-out on May 23, 2021
- Two (2) Suite tickets to the Pit Boss 250 in Austin on Saturday, May 22, 2021
- Two (2) Suite tickets to the EchoPark Automotive Texas Grand Prix in Austin on Sunday, May 23, 2021
- Ground transportation or vouchers to access ground transportation to the Events
- VIP Tour for two (2) of the Circuit of the Americas with Michael Waltrip
- \$500.00 Gift Card

The approximate retail value ("**ARV**") of each Grand Prize awarded in this Sweepstakes is \$2500. The actual retail value may differ at the time the Grand Prize is awarded. The total number of eligible entries received determines the odds of winning.

## 7. Prize Conditions.

(a) <u>All Prize Conditions</u>. Limit one (1) prize per person and per household. All Grand Prize details are at Sponsor's sole discretion. No transfers, cash awards, or prize substitutions are permitted, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize with one of comparable or greater value, at its sole discretion. Any prize depiction is for illustrative purposes only. Prize winners will be solely responsible for all applicable federal, state and local taxes on prizes. Winner will receive an IRS Form 1099 for the retail value of the Grand Prize. All other expenses on the receipt and use of the Grand Prize not specifically mentioned herein are solely the responsibility of the winner.

(b) <u>Trip Prize Conditions</u>. Trip Prize winners and guests may be required to meet certain criteria set by Sponsor or the trip Prize partner to redeem the trip Prize. If the trip Prize winner or guest does not meet any such criteria, Sponsor may choose (in its sole discretion) to forfeit the Prize and notify an alternate potential winner (time permitting). Winner's guest must be twenty-one (21) years of age or older. Seat and parking locations at the event shall be determined in the sole discretion of Sponsor. The event and event dates and times are determined in the sole discretion of NASCAR, Sponsor, or prize provider (as the case maybe), and may be subject to change. The terms and conditions of the prize awarded will govern in the event an event is not conducted due to weather conditions, an act of God, and an act of terrorism, civil disturbance or any other reason.

Winner and his/her guest agree to comply with all applicable Speedway regulations in connection with the prize. Sponsor reserves the right to remove or to deny entry to the Winner and/or his/her guest who engage 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 (including but not limited to luggage fees and transportation between winner's home and departure airport) 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. No insurance is provided as part of the Prize, and obtaining any insurance, such as but not limited to, travel insurance, health, accident or medical insurance, and property loss or damage insurance is the sole responsibility of the winner and/or winner's guest. Travel and other arrangements will be determined by Sponsor. Air travel will be round trip (originate from and end at the same airport) coach class from an airport selected by Sponsor. Reservations must be made and tickets issued prior to travel. Changes to reservations are not permitted. Prize winner is solely responsible for having any required travel-related documents (including valid government issued photo ID) prior to departure as well as fulfilling any/all travel and security requirements. Sponsor reserves the right in its sole discretion to designate all flight/travel particulars and route or routes (as the case may be). Failure to complete the trip portion of the Prize (or any portion of the Prize) does not relieve the Prize winner of their tax obligations associated with winning the trip Prize. Flight schedules are subject to change without notice. Sponsor and Sweepstakes Entities will not be liable for any missed opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. Prize winner may be required to provide a current valid major credit card at time of check-in to cover incidentals, and any and all costs, fees and expenses not expressly stated in the Prize description. Restrictions and/or blackout dates may apply. Once a guest is determined, that guest cannot be changed without the express consent of Sponsor, which may be withheld for any reason. Each winner (and guest) agrees to maintain their behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any Prize-related activity. Prize winners understand and agree that Sponsor or the trip Prize partner has the right, in their sole discretion, to disqualify and remove a Prize winner or any guest from any activity at any time if that winner or guest's behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property or the reputation of Sponsor or the trip Prize partner, or otherwise violates the policies of the Sponsor or trip Prize partner. If the winner lives within 100 miles of prize destination city, the air transportation portion of the prize will not be awarded and ground transportation will be substituted and no additional compensation will be provided. Prize conditions may be added or modified by companies providing those portions of the prize. The prize restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions/conditions, which may be stated in the affidavit and release and/or prize travel documents.

8. Selection and Notification of Winner. On or about Monday, April 12, 2021, two (2) potential Grand Prize winners will be selected via a computerized random drawing from all eligible entries received during the Sweepstakes Period. The two potential winners will be notified by email or phone via the email address/or telephone number provided on the entry form. The potential winners are responsible for checking his/her spam filter. The failure to respond within the stated time period may result in forfeiture of the Grand Prize. The potential winners will be required to verify address, sign, and return within five (5) days of initial notification a "Prize Acceptance Form" covering eligibility, liability, advertising and (unless prohibited by law) publicity rights and such other documents as Sponsor may provide (collectively, "Prize Acceptance Forms"). Failure of a potential winner to return the Prize Acceptance Forms within the specified time period may result in forfeiture of the Grand Prize and selection of an alternate potential winner from the remaining eligible entries. Sponsor, in its sole discretion, will attempt to contact up to two (2) potential winners of each Grand Prize in accordance with the above procedure, after which the Grand Prize in question may go unawarded if it remains unclaimed. If a Grand Prize is awarded but goes unclaimed or is forfeited by recipient, such Grand Prize may not be re-

awarded, in Sponsors' sole discretion. Winner's guest will be required to verify address and to execute a Travel Companion Release, as directed by Sponsor. Failure to return the executed Travel Companion Release within the specified time period may result in forfeiture of the Trip for the guest. Winners must provide Sponsor with a valid social security number for tax reporting purposes. The winner will receive an IRS Form 1099 from Sponsor for the actual retail value of the Grand Prize for the calendar year in which the Grand Prize was fulfilled.

9. **Rights Granted by You.** By submitting an entry into this Sweepstakes, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees, successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the Sweepstakes, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

10. Terms and Conditions. In its sole discretion, Sponsor reserves the right to modify, suspend, cancel, or terminate the Sweepstakes should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Sweepstakes. Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Sweepstakes or website or violates these Official Rules will be disqualified by Sponsor in its sole discretion. In its sole discretion, Sponsor has the right to maintain the integrity of the Sweepstakes, to disqualify any entrant for any reason, including, but not limited to: multiple entries from the same user; multiple entries from the same computer beyond the number allowed by the Official Rules; or the use of bots, macros, scripts, or other technical means for entering. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. If any such attempt is made, Sponsor reserves the right to seek damages to the fullest extent permitted by law.

**11. Limitation of Liability.** Your entry into this Sweepstakes constitutes Your agreement to release and hold harmless Sponsor and the Sweepstakes Entities against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Sweepstakes or and/or the i) Winner accepting, possessing, using, or misusing of any awarded Grand Prize or any portion thereof; ii) any type of technical failure; iii) the unavailability or inaccessibility of any transmissions, phone, or Internet service; iv) unauthorized intervention in any part of the entry process or the Sweepstakes; v) electronic error or human error in the Sweepstakes administration or the processing of entries.

12. 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. 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.

**13.** Severability. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**14. Privacy Policy.** Except as otherwise contemplated in these Official Rules, personal information collected in connection with the Sweepstakes will be used in accordance with Sponsor's privacy policy, available at <a href="https://speedwaymotorsports.com/privacy/">https://speedwaymotorsports.com/privacy/</a>

**15.** Winners List. To obtain a copy of the winner's name, available after June 1, 2021, send a selfaddressed, stamped envelope to: An Experience Like No Other Sweepstakes Winners List, SMISC Holdings, LLC, 5555 Concord Parkway, South, Concord, North Carolina 28027. Vermont residents may omit return postage. All such requests must be received within six (6) weeks after the end of the Promotion Period.

**16. Official Rules.** A copy of these Official Rules are available in the bottom right corner of the sweepstakes Sponsor reserves the right to change the rules at any time to ensure full and complete disclosure of all rules and restrictions and to ensure the fair administration of the Sweepstakes and compliance with applicable laws.

**17. Miscellaneous.** This Sweepstakes is in no way sponsored, endorsed, administered 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.