

## Pace the Pace Car Sweepstakes

### 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 “Pace the Pace Car Sweepstakes” (the “**Sweepstakes**”) is open to legal residents of the forty-eight (48) contiguous United States or Washington, D.C., (excluding FL, NY and RI) who are (21) years of age at the time of Entry, as defined below, a U.S. licensed driver (“**Entrant**”). Employees, owners, shareholders, members, managers, officers and directors of Speedway GLOBE, LLC (“**Sponsor and Sweepstakes Administrator**”) Speedway Motorsports, LLC, EchoPark Automotive, Inc.(EchoPark), National Association for Stock Car Auto Racing, LLC (NASCAR), Circuit of the Americas, LLC, 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, each 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 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 Monday, February 13, 2023** and ends at **9:00 PM on Sunday, March 12, 2023** (the “**Sweepstakes Period**”). All Entries must be received by **Sunday, March 12, 2023 at 9:00 PM**. All times are Eastern Time.

**HOW TO ENTER:** During the Sweepstakes Period, visit <https://www.nascaratcota.com/echopark> (the “**Sweepstakes Site**”), complete the required registration fields by providing first and last name, address, city, state, zip code, email and phone number and answering the following: (1) Have you heard of EchoPark prior to seeing this promotion?, (2) Are you in the market to buy a used automobile?, (3) Are you considering selling your car?, and (4) Add the link to the used car under \$25,000 you would like to win from [www.echopark.com](http://www.echopark.com). All fields must be completed to be deemed a valid entry (the “**Entry**”).

**BONUS ENTRIES:** You can receive one (1) bonus entry by adding your Twitter handle in the submission field on the Sweepstakes Site and one (1) bonus entry by Tweeting a “fast face” selfie @EchoPark (“**Photo**”) (your account must be public) and include the hashtag #funwithechopark (the “**Bonus Entries**”). Your post must contain all elements and your Photo must meet the following requirements in order to receive the Bonus Entry.

**Submission Requirements.** Any Submission that, in Sponsor’s sole and absolute discretion, violates the following criteria will be disqualified:

- Submissions must NOT include images of other people (alive or dead);

- Each Submission must be unique and created by the Entrant for purposes of this Sweepstakes; duplicate Entries, whether submitted on the same or across multiple social media platforms, will be disqualified;
- Submission must meet the technical submission requirements (e.g., size, format) and must comply with the terms of service for the social platform on which it was submitted;
- Submission must NOT include prominent mention or depiction of any copyrighted material (including but not limited to music, video games, films, books, television programming, etc.) and must not infringe on any third-party trademarks (including, but not limited to third party elements, brand names, product names, logos, insignia, location signage, photographs, artwork, etc.);
- Submission must NOT contain material which is (or promoting activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; or material that contains any derogatory references to any of the Sweepstakes Entities;
- Submission must be entirely original to the Entrant; and
- Submission must NOT include materials that violate or infringe another person's rights, including, but not limited to, privacy, publicity or intellectual property rights.

**IMPORTANT:** Your Photo Submission may appear in the Sponsor's social media stream; you consent to Sponsor's use of your Photo Submission in its social media stream and in other media or promotions. Be sure you are comfortable with your Photo Submission before submitting. If you do not want your Photo Submission to be made public, do not enter the Sweepstakes. Sweepstakes Entities reserve the right to request that an Entrant edit or completely remove any content that may intentionally or unintentionally violate the Official Rules. Sweepstakes Entities will determine in their sole discretion which Entries have satisfied the eligibility requirements.

**Limit of two (2) Entries (1 Entry + 1 Bonus 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.

**DRAWING AND NOTIFICATION:** The Winner will be selected in a random drawing among all eligible entries received by Sponsor, whose decisions are final and binding. The drawing will be conducted on **Monday, March 13, 2023 at approximately 10:00 AM Eastern Time.** Winner will be notified by Sponsor using the provided phone number and the email address on the Entry. Sponsor shall have no responsibility for the Winner's failure to receive notices due to Winner's spam, junk email or other security settings or for Winner's provisions of incorrect or otherwise non-functioning contact information.

In order to make proper travel arrangements in a short window of time, the Winner will have until no later than **10:00 AM Eastern Time on Tuesday, March 14, 2023** to accept the prize. If Winner does not respond to the Sponsor, or chooses to decline the Sweepstakes, then an alternate Entrant name will be drawn on **Tuesday, March 14, 2023 at approximately 1:00 PM Eastern Time** and must respond by **Wednesday, March 15, 2023 by 1:00 PM Eastern Time** of his/her acceptance of the Prize. Winner and their guest must agree to provide information as needed by Sponsor in order for Sponsor to make the travel arrangements and must return the Sweepstakes Forms, defined below, to Sponsor by **12:00 PM Eastern Time on Wednesday, March 22, 2023**.

The Sweepstakes Forms consist of a Winner Affidavit of Eligibility, a Liability Waiver, IRS W-9 Form and where allowable, a Publicity Release, as well as a signed and notarized Affidavit of Eligibility and Liability/Publicity Release for receipt of the Vehicle and a Guest Affidavit of Eligibility and Liability/Publicity Release for Winner's guest (who has the responsibility to provide to Guest for completion, notarization and submission to Sponsor on his/her behalf). The Sweepstakes Forms will require the Winner to furnish his/her Social Security Number for the sole purpose of tax reporting as required by law. Noncompliance will result in disqualification and an alternate Winner may be selected in a separate random drawing. The Winner will receive an IRS Form 1099 from Sponsor for the actual Value of the Prize awarded for the calendar year in which the Prize was fulfilled. The receipt by Winner of the Prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATIONS AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

**ODDS OF WINNING THE PRIZE:** Odds of winning is dependent on the total number of eligible Entries received during the Sweepstakes Period.

**PRIZE:** There is one (1) prize available to be won by one (1) winner ("**Winner**"), regardless of whether the Winner is from a Bonus Entry. The prize consists of the following elements (collectively, the "**Prize**"):

- A pre-owned vehicle from EchoPark Automotive with a suggested retail price of approximately \$25,000 ("**Vehicle Prize**") and a 2023 EchoPark Grand Prix VIP trip prize package with an approximate retail value of \$5,200 ("**Trip Prize Package**"), as further described below:
- Roundtrip economy/coach airfare, within the contiguous United States to Austin-Bergstrom International Airport in Austin, Texas, for winner and guest, departing on **Friday, March 24, 2023** and returning **Sunday, March 26, 2023**
- One (1) 2-night stay valid only **March 24 and 25, 2023** at a local Austin hotel
- Two (2) Suite tickets to the XPEL 225 and Xfinity Series 250 on **March 25, 2023**
- Two (2) Suite tickets to the EchoPark Automotive Grand Prix on **March 26, 2023**
- One (1) lap around the Circuit of the Americas on **March 26, 2023**
- One (1) \$500 gift card to be used for ground transportation, meals, and entertainment

**The total estimated Value of the Prize is \$30,200 and is as of date of drafting these Official Rules.** The difference in value of Prize as stated herein and value at the time of Prize notification/award, if any, will not be awarded.

**PRIZE CONDITIONS.** The Prize is non-transferable and no substitution or cash equivalent is allowed except as provided herein at the 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. Winner will receive an IRS Form 1099 for the Value of the Prize. All other expenses on the receipt and use of the Prize not specifically mentioned in these Official Rules are solely the responsibility of the Winner.

(a) **Vehicle Prize Conditions.** The depiction of the vehicle in any advertising or promotional materials may not reflect the actual vehicle delivered to the Winner. The exact, year, make, model and trim level of the vehicle will be determined based on availability at time of award, and EchoPark reserves the right to provide a vehicle of comparable value. Winner must be a U.S. licensed driver and will be required to provide proof of valid U.S. driver's license and legally required insurance at time of vehicle delivery (or an alternative winner shall be selected if applicable and the original Winner's rights to the Vehicle Prize shall be automatically forfeited). Sponsor is responsible for all costs associated with the shipping of the Vehicle to Winner's home, the applicable federal, state and local sales taxes due on the Vehicle Prize ARV prior to delivery to Winner and Winner's receipt and acceptance of the Vehicle Prize. Winner is responsible for title, license, registration, auto insurance and other fees associated with Vehicle Prize as well as any taxes that may be due after Winner takes delivery of the Vehicle Prize. The Sweepstakes Entities shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with the Vehicle Prize provided pursuant to the Sweepstakes and/or any person's participation in the Sweepstakes; provided, however, that EchoPark shall be solely responsible for any express-written limited warranties specifically set forth in the applicable warranty. Sponsor and EchoPark shall not be responsible for delays in delivery of the Vehicle Prize, and delivery is subject to availability. Sponsor and EchoPark, however, shall use all reasonable efforts, subject to availability, to deliver the Vehicle Prize within one hundred eighty (180) days of completion of verification process. The Winner shall bear all risk of loss or damage to the Vehicle Prize after it has been delivered to the specified delivery site. Vehicle Prize is non-transferable and no substitution or cash equivalent is allowed except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the Vehicle Prize for one of comparable or greater value, at its sole discretion. Winner is responsible for costs and fees associated with Vehicle Prize receipt and/or use not specified herein as being awarded.

(b) **Trip Prize Conditions.** Winner's guest (who will participate in the Trip Prize Package with Winner) must be at least 21 years of age in order to participate. 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 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 (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) economy/coach class from an airport selected by Sponsor. Reservations must be made and tickets issued prior to travel. Changes to reservations are not permitted. 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 Sweepstakes Forms.

**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](http://www.speedwaymotorsports.com) 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](mailto:legal@speedwaymotorsports.com) or with a stamped, self-addressed envelope to Pace the Pace Car Winner/Rules, 5555 Concord Parkway, South, Concord, North Carolina 28027. Any requests for Winner and/or Official Rules must be received no later than **May 31, 2023**.

**SPONSOR/ADMINISTRATOR:** The sponsor and administrator of this Sweepstakes is Speedway GLOBE, LLC, 5555 Concord Parkway South, Concord, North Carolina 28027.

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.