

Bojangles' Atlanta Motor Speedway Experience Sweepstakes 2024

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING.

1. **ELIGIBILITY:** The Bojangles' Atlanta Motor Speedway Experience Sweepstakes (the "Sweepstakes") is open only to legal residents of the 50 United States and D.C. (excluding Florida, New York and Rhode Island) who are 18 years of age or older (19 in Alabama and Nebraska and 21 in Mississippi) at the time of submitting an Entry (hereinafter defined). Employees, officers and directors of Bojangles' Restaurants, Inc. ("**Sponsor**"), Atlanta Motor Speedway, LLC ("**Sweepstakes Administrator**") NASCAR, Inc. and Bojangles' franchisees, and each of their respective parent companies, affiliates, subsidiaries, and all others engaged in the development, production or distribution of promotional materials or prizes for this Sweepstakes ("**Sweepstakes Entities**"), and their immediate families (spouses and parents, siblings, children and their spouses and in-laws, regardless of where they live) and members of the same household of such individuals (whether related or not) are ineligible to participate in this Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law. U.S. law governs this Sweepstakes. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to the decisions of Sweepstakes Administrator, which are final and binding in all matters related to the Sweepstakes. An entrant is not a winner of any prize until entrant's eligibility as the Sweepstakes winner has been verified, entrant has been notified that verification is complete, entrant has completed and submitted all required forms (including an Affidavit of Eligibility and Liability/Publicity Release, if required) and entrant has otherwise complied with the terms and conditions of these Official Rules.

2. **ENTRY PERIOD:** The Sweepstakes begins on Friday, February 2, 2024, at 6:00 a.m., EST, and will end on Friday, February 16, 2024, at 11:59 p.m., EST, (the "**Microsite Entry Period**") for all entries submitted via the designated microsite and will begin on February 2, 2024, and will end on February 18, 2024 for all mail-in entries (the "**Mail-In Entry Period**"). Sweepstakes Administrator's computer is the official time keeping device for the Sweepstakes. The Microsite Entry Period and Mail-In Entry Period are hereinafter sometimes jointly referred to as the "**Entry Period**."

3. **HOW TO ENTER:**

VIA MICROSITE: To enter, you must, during the Microsite Entry Period: enter your first name, last name, phone number, email address and zip code in the appropriate fields on the designated microsite (each, a "**Microsite Entry**" and collectively, the "**Microsite Entries**"). You can do this at no cost by visiting www.atlantamotorspeedway.com/Bojangles (the "**Web Site**").

VIA MAIL: Hand print your name, complete mailing address with zip code, daytime phone number and email address on a 3" x 5" card and mail in an envelope to: Bojangles' Atlanta Motor Speedway Experience Sweepstakes, c/o AMS Sweepstakes, P.O. Box 500, Hampton, GA 30228. Mail-in entries (each also an "**Mail-In Entry**" and collectively, the "**Mail-In Entries**") must be postmarked by February 16, 2024 and received by February 18, 2024. No responsibility is assumed by Sweepstakes Administrator for lost, late, illegible, incomplete, mutilated, stolen, postage-due or misdirected mail.

Proof of delivery or receipt of Microsite Entry or Mail-In Entry (each, hereinafter referred to as an "**Entry**" and collectively, the "**Entries**") will not be deemed by Sweepstakes Administrator as proof of Entry into this Sweepstakes. Standard data charges may apply if participating via your mobile device. Entries must

comply with any applicable submission requirements located at the Web Site including, but not limited to all format and size requirements and the technical, creative, and legal requirements set forth in these Official Rules.

BY SUBMITTING AN ENTRY, THE ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ACROSS ANY OR ALL OF THE SPONSOR, SWEEPSTAKES ADMINISTRATOR, AND RELEASED PARTIES' (HEREINAFTER DEFINED) DIGITAL AND SOCIAL ASSETS, AT THE SWEEPSTAKES ADMINISTRATOR'S DISCRETION. Submission of an Entry grants the Sponsor and its agents the right to publish, use, adapt, edit, publicly perform and/or modify such Entry in any way, in any and all media, including for use in advertising and marketing, without limitation, and without consideration to the entrant.

4. **ENTRY LIMIT; ODDS:** Limit one (1) Entry per person per day, regardless of the number of email addresses such person may own and regardless of the type of Entry. Any use of automated, robotic, macro, programmed or similar quick-entry programs, attempts to exceed the maximum number of entries permitted, or use of more than one (1) email address per entrant, is prohibited and will result in disqualification. In the event of a dispute as to the identity of an entrant, the entrant will be deemed to be the person named in the Entry Form for the Entry. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder. If the individual named in the Entry form and the natural person assigned to the email used in connection with a particular Entry differs, that Entry may be disqualified. Neither Sponsor nor Sweepstakes Administrator will correspond regarding receipt of entries. All entries submitted become the sole property of Sweepstakes Administrator and will not be returned. Odds of winning the Prizes depend on the number of eligible Entries received during the Entry Period.

5. **WINNER SELECTION:** The Sweepstakes Administrator will select one (1) winner by conducting a random drawing from all eligible Entries received during the Entry Period. The drawing will occur on or about February 19, 2024.

6. **PRIZE:** One (1) grand prize will be awarded to one (1) individual. The randomly drawn winner of the Prize will receive the "Speedway Experience" package for the Ambetter Health 400 on February 25, 2024 ("**Race**") at Atlanta Motor Speedway ("**Speedway**"). The "Speedway Experience" package ("**Prize**") includes the following for the winner and three (3) guests:

- a. four (4) VIP Garage Passes to the Race;
- b. four (4) Suite level tickets to the Race;
- c. food and beverages;
- d. one (1) VIP Parking Pass;
- e. Victory Lane access and picture with winner in victory lane; and
- f. three-thousand six hundred fifty dollars (\$3,650) in Bojangles Gift Cards.

No alternate prize is available. No responsibility is assumed by the Sweepstakes Entities for any travel delays or travel cancellations. Total approximate aggregate retail value ("ARV") of the Prize is \$9,725.00. Awarding of the Prize is subject to verification of eligibility and compliance with these Official Rules. For additional Prize-related limitations and conditions, please see Section 8. **ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).**

7. **WINNER NOTIFICATION AND VERIFICATION:** The potential Prize winner will be notified via entrant-provided email address. If the potential Prize winner does not respond to the notification within 72 hours of the initial attempt, he or she may be disqualified and the Prize awarded to an alternate winner. The winner is subject to verification, and will be required to provide to Sweepstakes Administrator a valid mailing address (not a P.O. Box) and any other information Sweepstakes Administrator may need in order to issue the Prize within the time stated in the email notification. The potential winner may, in Sweepstakes Administrator's discretion, also be required to complete and return to Sweepstakes Administrator an Affidavit of Eligibility/Release of Liability, and, if legally permissible, a Publicity Release, and a W-9 form, within three (3) days of attempted delivery of same. If the potential winner fails to respond to any notification attempt within the time period specified by Sweepstakes Administrator, or if any attempted notification or Prize delivery is returned as undeliverable, or if the potential winner fails to complete and return any required affidavit or release within the specified time period, the potential winner will be disqualified and an alternate winner selected from the remaining eligible Entries received.

8. **PRIZE CONDITIONS:** All Prize details are at Sweepstakes Administrators' sole discretion. No transfers, cash awards, or prize substitutions are permitted, except by Sweepstakes Administrator. Sweepstakes Administrator reserves the right to substitute all or any portion of the Prize with one of comparable or greater value, at its sole discretion. Any portion of the Prize not accepted or used by the winner will be forfeited. Any Prize depiction is for illustrative purposes only. Prize winner will be solely responsible for all travel and applicable federal, state and local taxes on the Prize. If applicable, winner may receive an IRS Form 1099 for the ARV of the Prize. All other costs or expenses resulting from winner's receipt or use of the Prize not specifically mentioned herein are solely the responsibility of the winner.

If the Prize winner or any guest of winner does not meet any criteria contained in these Official Rules, Sweepstakes Administrator may choose (in its sole discretion) to disqualify the winner and notify an alternate potential winner (time permitting). Winner's guests must be eighteen (18) years of age or older (19 if a resident of Alabama or Nebraska, 21 in Mississippi) as of February 25, 2024. In the event any Prize item is described generally, the specific make, model, and any other specification related to such item will be selected by Sweepstakes Administrator in its discretion. All gift cards are subject to the terms and conditions related to such gift card as set by its related issuer. The Race and associated event dates and times are determined in the sole discretion of NASCAR or Sweepstakes Administrator (as the case maybe) and may be subject to change. Race tickets and passes awarded as prizes are subject to any terms and conditions imposed by the ticket or pass issuer. Such terms and conditions of the Prize awarded will govern in the event the Race and/or associated events are not conducted due to weather conditions, an act of God, and an act of terrorism, civil disturbance or any other reason.

The Sweepstakes Entities will not be responsible for weather conditions, Acts of God, act of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of the Race and/or any associated event.

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

9. **GRANT OF RIGHTS; PUBLICITY; USE OF INFORMATION:** An Entry constitutes permission for Sweepstakes Entities to use the entrant's name, likeness, voice and/or biographical information, in perpetuity, throughout the world, in all media and formats whether now or later known or developed, for commercial purposes (including, without limitation, advertising and sweepstakes), without

further compensation, unless prohibited by law. All information regarding entrants collected by Sweepstakes Administrator and/or its agents and contractors will be subject to Sweepstakes Administrator's privacy policy located at <https://www.speedwaymotorsports.com/privacy/> (the "**Administrator Privacy Policy**") to the extent any personally identifiable information is transmitted to Sponsor, it will be treated in accordance with Sponsor's privacy policy located at www.Bojangles.com/privacy-policy ("**Sponsor Privacy Policy**") (the Administrator Privacy Policy and Sponsor Privacy Policy are sometimes hereinafter jointly referred to as the "**Privacy Policy**"). By entering the Sweepstakes, each entrant agrees that information submitted in connection with the Sweepstakes may be used as permitted pursuant to the Privacy Policy, and otherwise in connection with the administration of the Sweepstakes.

10. **RELEASE AND LIMITATIONS OF LIABILITY:** Sponsor, Sweepstakes Administrator, and their respective parent companies, affiliates, subsidiaries, agents and licensees, and each of their respective owners, officers, directors and employees (collectively, the "**Released Parties**") are not responsible, and will have no liability for, (a) late, lost, delayed, illegible, damaged, corrupted or incomplete Entries, incorrect or inaccurate capture of, damage to, or loss of Entries or Entry information, or any other human or technical errors of any kind relating to the operation of the Web Site or the microsite, communications or attempted communications with any entrant, the submission, collection, storage or processing of Entries or the administration of the Sweepstakes, (b) undeliverable e-mails or messages resulting from any reason outside of the Released Parties' control, (c) any damage to any computer system or mobile device resulting from participation in or accessing or downloading information in connection with this Sweepstakes; or (d) lost, delayed, destroyed, re-directed, or returned prizes or any portion of a prize (which prize or portion of a prize will not be replaced or re-sent). **BY ENTERING, EACH ENTRANT FULLY RELEASES AND AGREES TO HOLD EACH OF THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, DAMAGES, AND DEMANDS ARISING OUT OF OR RELATING TO PARTICIPATION IN THE SWEEPSTAKES, THE SWEEPSTAKES PROCESS, THE ACCEPTANCE, RECEIPT, USE, OR MISUSE OF ANY PRIZE OR PRIZE COMPONENT AND/OR ANY USE A WINNER'S NAME, LIKENESS, VOICE AND/OR BIOGRAPHICAL INFORMATION AS PERMITTED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL CLAIMS, LIABILITIES, DAMAGES, AND DEMANDS BASED ON ANY PERSONAL INJURY, PROPERTY DAMAGES OR LOSS OR DEATH. ENTRANTS ASSUME ALL LIABILITY FOR ANY INJURY OR DAMAGE CAUSED, OR CLAIMED TO BE CAUSED, BY PARTICIPATION IN THIS SWEEPSTAKES, THE USE OF THE MICROSITE OR THE WEB SITE, OR THE ACCEPTANCE, RECEIPT, USE, OR MISUSE OF ANY PRIZE OR PRIZE COMPONENT. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PROMOTION OF THE SWEEPSTAKES, ADMINISTRATION OF THE SWEEPSTAKES OR IN THE ANNOUNCEMENT OF THE PRIZE. IN NO EVENT WILL MORE THAN THE STATED NUMBER OF PRIZES BE AWARDED.**

11. **GENERAL CONDITIONS:** Sweepstakes Administrator reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sweepstakes Administrator's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sweepstakes Administrator in its sole discretion. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES ADMINISTRATOR AND SPONSOR RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Sweepstakes Administrator reserves the right, in its sole discretion, to disqualify or prohibit from participating in the Sweepstakes any individual who, in Sweepstakes

Administrator's sole discretion, Sweepstakes Administrator determines or believes (i) has tampered with the Entry process, or has undermined the legitimate operation of the Sweepstakes website or application or the Sweepstakes itself by cheating, hacking, deception or other unfair playing practices, or (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrants or any representative of Sweepstakes Administrator or Sponsor, or (iii) has attempted or intends to attempt any of the foregoing. The use of automated devices, programs or methods to submit Entries is prohibited and Sweepstakes Administrator reserves the right, in its sole discretion, to disqualify any Entry that it believes may have been submitted using such an automated device, program, or method. Sweepstakes Administrator reserves the right, in its sole discretion, to cancel, modify or suspend this Sweepstakes should a virus, bugs, entrant fraud or misconduct or other cause beyond the control of Sweepstakes Administrator affects or corrupts the administration, integrity, security or proper operation of the Sweepstakes or to the extent Sweepstakes Administrator deems necessary in order to comply with the terms of use or terms of service of any applicable social media platform or in connection with changes to such terms. In the event of termination of the Sweepstakes, a notice will be posted online and a random drawing to award the Prize will be conducted from among all eligible Entries received prior to the time of termination.

12. **DISPUTES:** All federal, state and local laws and regulations apply to the Sweepstakes. By entering the Sweepstakes, each entrant agrees that (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, will be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and by entering each entrant waives all rights to claim punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants or of Sponsor or Sweepstakes Administrator 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 that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Any legal proceedings arising out of or relating to this Sweepstakes or relating to these Official Rules will be instituted only in the federal or state courts located in the State of North Carolina, County of Mecklenburg, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules.

13. **RULES/WINNER'S NAME AND RULES REQUESTS:** To receive the name of the winner, available after February 18, 2024, or a copy of these Official Rules, send a self-addressed, stamped envelope by March 16, 2024 to: "Atlanta Motor Speedway Experience Sweepstakes, PO Box 500, Hampton, GA 30228. Please specify "Rules" or Winner List". You may also view the Official Rules at www.atlantamotorspeedway.com/bojangles.

14. **SPONSOR:** Bojangles' Restaurants, Inc., 9432 Southern Pine Blvd., Charlotte, NC 28273.

15. **SWEEPSTAKES ADMINISTRATOR:** Atlanta Motor Speedway, LLC, 1500 Highway 19/41 South, Hampton, GA 30228.

16. **TRADEMARKS:** All Bojangles' trademarks are the property of Bojangles Opco, LLC. All Atlanta Motor Speedway trademarks are the property of Atlanta Motor Speedway, LLC. Any third-party trademarks mentioned herein 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. You are providing your

information to the Sweepstakes Administrator and the information you provide will only be used in accordance with the Official Rules of this Sweepstakes.