

OFFICIAL RULES OF THE 2018 ATLANTA MOTOR SPEEDWAY NASCAR PLAYOFFS
SUPERFAN GIVEAWAY ROUND 1

1. NO PURCHASE IS NECESSARY TO ENTER OR WIN PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE FIFTY UNITED STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED OR RESTRICTED BY LAW. NOT OPEN TO RESIDENTS OF NEW YORK OR FLORIDA.

2. TO ENTER: No Purchase Necessary. Beginning at 11:59 p.m. on October 1, 2018, anyone purchasing tickets for 2019 by October 21, 2018 will be automatically entered once. Anyone who has purchased a ticket prior to October 1, 2018 for 2019 will be automatically entered once. To purchase tickets, go to www.atlantamotorspeedway.com and place your minimum deposit. To enter the Sweepstakes, without renewing your account or purchasing a ticket, Enter online at <https://umbel.co/kwZw1>. All entries must be received by 12:01 a.m. on October 22, 2018 to be eligible for prize selection. All other rules apply to a "NO PURCHASE NECESSARY" entry. Once submitted, all entries become the exclusive property of Atlanta Motor Speedway, LLC, ("Sponsor") and will not be acknowledged nor will they be returned. Limit one (1) entry per person by any combination of the entry methods listed in these Official Rules.

3. PRIZE DETAILS. Applicable age restrictions for each PRIZE will apply. Where transportation is not provided, Winners are responsible for transportation to and from the event. Winners are responsible for all federal, state and local taxes, if any, and any other unspecified expenses associated with acceptance or use of the PRIZE. ENTRANTS ACKNOWLEDGE THAT SPONSOR HAS NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZES, INCLUDING ANY EXPRESS WARRANTIES PROVIDED BY A PRIZE SUPPLIER THAT ARE SENT ALONG WITH THE PRIZES AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. PRIZES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND. Prizes are non-transferable. Sponsor reserves the right to substitute prize of equal or greater value if advertised prize becomes unavailable. Total approximate retail value of all prizes awarded is between \$1,000. Limit one prize per entry.

4. OCTOBER 22, 2018 PRIZE DETAILS. Prize consists of: Winner (1) will receive four Monster Energy NASCAR Cup Series Garage Tours prior to the Monster Energy NASCAR Cup Series event to be held in 2019, approximate retail value \$500.00. Winner will also receive the opportunity to waive the green flag during the Gander Outdoor Series qualifying, approximate retail value \$500.00. On or about OCTOBER 23, 2018, Sponsor will select the

Winner in a random drawing from among all eligible entries received by Sponsor.

5. ODDS OF WINNING. Odds of winning depend on the number of entries received for a particular drawing and the number of prizes to be given at each drawing. Odds may change as Winners are selected and become ineligible for additional prizes. However, the odds may increase, decrease or remain the same depending on the number of additional entries received after each drawing and the number of Winners in each daily drawing.

6. DRAWING AND AWARDING OF PRIZE. On or about each date listed in each PRIZE DETAIL, Sponsor will select the Winner(s) in a random drawing from among all eligible entries received by Sponsor. The Sponsor's decisions will be final in all matters relating to this Sweepstakes. The potential Winner(s) will be notified by phone and/or email on or about the date of each drawing. The Winner(s) will have seven (7) days from notification by phone and/or email to claim the prize. To claim prize, contact Atlanta Motor Speedway ticket office at 877-9-AMS-TIX (267-843) Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m. The potential Winner(s) will be required to sign an affidavit of eligibility which affirms that he/she has complied with these rules; as well as a liability and a publicity release, each of which, must be completed and signed prior to issuance or the prize will be forfeited and awarded to an alternate Winner from all eligible entries. If any prize, prize notification or attempted notification is returned or undeliverable, the prize will be forfeited and may be awarded to an alternate Winner. Except where prohibited, acceptance of a prize constitutes Winner's consent to the use of his/her name and/or photograph without further compensation for advertising, promotions and publicity purposes by sponsor. By accepting a prize, Winners acknowledge compliance with these Official Rules. Each entry continues to remain eligible to win in each daily drawing until that entry is selected as a Winner.

7. ELIGIBILITY. Sweepstakes open to individuals who are 18 years of age or older or the age of majority of his/her jurisdiction of residence at the time of entry. Active employees and agents of sponsor, and each of their parents, and members of such active employees' immediate families and individuals living in the same household with such employees, are not eligible to win. Void where prohibited or otherwise restricted by law. By participating in this Sweepstakes, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor and the decisions of Sponsor; (b) acknowledge compliance with these Official Rules; (c) represent and warrant that he/she meets all the eligibility criteria set forth in these Official Rules. In the event a winning account selected is a joint account, a total of one (1) Prize will be awarded in the name of the first-named account holder. Proof to Sponsor's satisfaction of being the authorized Raceway account holder may be required by Sponsor.

8. USE OF DATA. Sponsor will be collecting personal data about entrants online. By participating in the Sweepstakes, all entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that their information may be used for

marketing purposes including, but not limited to press releases, social media and promotional advertising campaigns for the Speedway. No personal information will be shared with a third party.

9. TAXES. Any valuation of the prizes stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a Winner may be reported for tax purposes as required by law. Winners are solely responsible for reporting and paying any and all applicable taxes. Winners must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from Sponsor will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

10. OTHER CONDITIONS. All federal, state and local laws and regulations apply. Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this Sweepstakes or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, tampering unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, (b) the Sweepstakes or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entrants per these Official Rules, or (c) the Sweepstakes is otherwise not capable of running as

11. Planned by sponsor. All entrants release Sponsor and all related parties from all claims/liability arising from this Sweepstakes or acceptance/use of any prize. by entering, participants agree to release and hold harmless sponsor and each of its parent, subsidiaries, affiliates, divisions, advertising and promotional agencies, and each of the foregoing entities' employees, officers, directors, shareholders and agents (collectively the "released parties"), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Sweepstakes or acceptance or use of any prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery. The released parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for: (a) any error, omission, interruption, defect or delay in operation or transmission at any website, (b) failure of any entry to be received by Sponsor due to mail delivery, technical problems, human error or traffic congestion on the internet or of any website, (c) communication lines, hardware and/or activate failures, or (d) damage to any computer (software or hardware) resulting from participation in the Sweepstakes. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE

IMMEDIATELY TERMINATED.

12. **DISPUTES.** Entrant agrees that: (a) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually – without resort to any form of class action – by binding arbitration (by a single neutral arbitrator) in accordance with the expedited rules of the American Arbitration Association. The parties consent to exclusive personal jurisdiction in California. Any attempt by any person to deliberately damage or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil law and should such an attempt be made, sponsor reserves the right to seek remedies and damages (including attorneys' fees) from any such person to the fullest extent permitted by law; (b) all claims, judgments and awards shall 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 entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and sponsor in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. By entering into this Sweepstakes, all entrants agree to all the terms and conditions stated in these Official Rules.
13. **NAME OF WINNERS.** For the names of Winners and prizes won, send a self addressed stamped envelope to "SuperFan Prize Winners List," Atlanta Motor Speedway, PO Box 500, Hampton, GA 30228 The names of the Winners will also be posted at www.atlantamotorspeedway on or about November 19, 2019.
14. **PUBLICITY RELEASE.** By participating in the Sweepstakes, Winners grant the right to Sponsor, and its representatives, affiliates, licensees and assigns, to record, film, videotape and photograph the Winners ("Images"). These Images will be owned by Sponsor. Sponsor and each of its designees shall have the right to use, re-use, reproduce, publish, display, exhibit, distribute, edit, adapt, post, stream, copy and exploit such Images, and all elements embodied therein, including any names, likenesses, address, voice, conversation, biographical and Prize information and any other attributes of Winners, individually or with others, in whole or in part, in conjunction with other material, if any, in any and all media now known or hereafter devised, for the purpose of trade, advertising, publicity, promotion, or a

Prize Winners List or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.

15. **INSURANCE.** By participating in the Sweepstakes, Winners acknowledge that Sponsor has not and will not obtain or provide insurance of any kind relating to the Prizes and that Winners are each responsible for obtaining and paying for any form or insurance relating to the Prizes that each Winner deem appropriate.

16. **OPT OUT.** Individuals can halt all future Sweepstakes and/or Contest mailings by mailing a notice to Sponsor at StopMail c/o Atlanta Motor Speedway, PO Box 500, Hampton, GA 30228. Request must include full name and mailing address, email address and phone number. Within sixty (60) days of received the StopMail notice, Sponsor will remove the individual's name from any future Sweepstakes and/or Contest mailings.

17. **ENTRY INFORMATION AND COMPLETE OFFICIAL RULES.** For entry information and complete Official Rules, by which all entrants are bound, go to www.atlantamotorspeedway.com

18. **SPONSOR.** Atlanta Motor Speedway, LLC, 1500 Highways 19/41, Hampton, GA 30228