## OFFICIAL RULES BRISTOL MOTOR SPEEDWAY "Ringing in the New Year"

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA AND CANADA (EXCLUDING QUEBEC) 18 YEARS OR OLDER OR AGE OF MAJORITY AT TIME OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED.

1. Eligibility: Bristol Motor Speedway's "Ringing in the New Year" (the "Promotion") is open only to legal residents of the 50 United States, the District of Columbia and Canada (excluding Quebec), who are at least eighteen (18) years old or the age of majority in the entrant's state or province at the time of entry. The persons in the following categories are not eligible to participate or win a prize in this Promotion: Employees, officers and directors of Bristol Motor Speedway, LLC ("Sponsor") or Speedway Motorsports, Inc. ("SMI") and each of their respective affiliate companies, parent companies, subsidiaries, advertising and promotion agencies, sponsors, suppliers, shareholders, officers, directors, agents, members, successors and assigns involved in the promotion, (collectively, "Released Parties") and the immediate families or persons who reside in the same household of the employees of the Released Parties. Promotion may only be entered in or from the United States and Canada (excluding Quebec), and entries originating from any other jurisdiction are not eligible for entry. You are not authorized to participate in the Promotion if you are not located within the United States or Canada (excluding Quebec). Subject to All applicable federal, state, provincial and local laws and regulations.

The Prize Winner may be required to sign an Affidavit or Declaration of Eligibility, a Liability Release, an IRS Form W-9 (if a U.S. resident), and, where legal, a Publicity Release and to return all required documentation within five (5) days following notice. In the event all required documents are not executed and returned within the prescribed period, winners may be disqualified, and an alternate selected. Participation constitutes entrant's full and unconditional agreement to these official rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes").

**2. Timing:** The Promotion begins on December 18, 2017 at 12:00:00 a.m. Eastern Time ("ET") and ends on January 14, 2018 at 11:59:59 p.m. ET (the "Promotion Period"). Sponsor's computer is the official time keeping device for this Promotion.

**3. How to Enter:** Entrants can register online at <u>www.bristolmotorspeedway.com</u> ("Site") by completing a registration form, including full name, address, and email address. Entrants may only enter once. Canadian entrants will be required to correctly answer a mathematical skill testing question in order to be declared a winner. All entries must be received by 11:59:59 p.m. ET January 14, 2018. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical,

human or electronic. Only fully completed registration forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**4. Sweepstakes Drawing:** Sponsor will utilize an electronic random selection program to determine potential prize winners. Sponsor's decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sponsor will randomly select one (1) potential Prize Winner ("Prize Winner") from all eligible entries.

5. THE POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF PROMOTION SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE PRIZE WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY AND IS VOID AND WILL NOT BE HONORED.

6. Verification of Potential Winner: The Potential Winner must continue to comply with all terms and conditions of these official rules, and winning is contingent upon fulfilling all requirements. The Potential Winner will be notified by mail, email or phone no later than January 19, 2018. The Potential Winner (or his/her parent/legal guardian if a minor in his/her jurisdiction of residence) may be required to sign and return an Affidavit or Declaration of Eligibility, Liability and Publicity Release (collectively, "Affidavit") (except where prohibited), which must be received by Sponsor within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize (if applicable). If the Potential Winner cannot be contacted within forty-eight (48) hours of selection, fails to sign and return the Affidavit/Declaration within the required time period (if applicable), fails to correctly answer the skill testing question if a Canadian resident or prize is returned as undeliverable, such Potential Winner forfeits the prize. In the event that the potential Prize Winner is disqualified for any reason, Sponsor will award the Prize to an alternate winner by random drawing from among all remaining eligible entries. All alternate potential winners are subject to all requirements set forth in these official rules. Only three (3) alternate winners will be selected after which the Prize will remain un-awarded.

**7. Promotion Prize:** All tickets and events in the Prize package are for events to be held at Bristol Motor Speedway during 2018. Prize elements are as follows:

- Two (2) ticket to Bush's Beans Pole Day
- Two (2) tickets to the Fitzgerald Glider Kits 300
- Two (2) tickets to the Food City 500
- Two (2) pre-Race SuperPasses for the Food City 500
- One (1) campsite with RV for the Food City 500 Weekend
- Two (2) weekend tickets to the US Nationals of Short Track Racing
- Two (2) weekend pit passes to the US Nationals of short Track Racing
- Two (2) weekend passes to the NHRA Thunder Valley Nationals
- Two (2) tower access passes for the NHRA Thunder Valley Nationals
- Two (2) tickets to the UNOH 200 and the Bush's Bean's 150

- Two (2) tickets to the Food City 300
- Two (2) tickets to the Bass Pro Shops NRA Night Race
- Two (2) pre-race SuperPasses for the Bass Shops NRA Night Race
- One (1) campsite with RV for the Bass Pro Shops NRA Night Race Weekend

Prizes awarded for event tickets must be used during that event or the Prize Winner forfeits the Prize in its entirety. Approximate Retail Value ("ARV") of the Grand Prize is Two Thousand One Hundred Thirty Dollars (\$2,130.00 U.S./\$2,742.16 CDN). Certain elements of the prize package are not available for purchase by the general public, and thus, do not have a retail value that can be accurately assigned.

Odds of winning the Promotion Prize depends upon the number of eligible entries received during the Promotion Period. No refund or compensation will be made by Sponsor in the event of the cancellation of an event related to the Prize. [ALL EXPENSES AND INCIDENTAL TRAVEL COSTS NOT EXPRESSLY STATED IN THE PACKAGE DESCRIPTION ABOVE, INCLUDING BUT NOT LIMITED TO, TRANSPORTATION, LODGING, TAXES OR OTHER EXPENSES ARE THE RESPONSIBILITY SOLELY OF THE PRIZE WINNER.]

No cash equivalent will be given, and all prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

The terms and conditions of the tickets awarded will govern if the event does not take place due to weather, an act of God, threat or act of terrorism, civil disturbance or any other reason. Event tickets are subject to certain terms and conditions. Seat locations will be determined by the Sponsor. The Released Parties (defined below), and/or any other relevant party, reserve the right to remove or to deny entry to winner or guest who engages in a disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at the event. Unused tickets cannot be refunded, exchanged for cash or applied towards tickets for any subsequent years. No responsibility is assumed by the Released Parties for any cancelled, rescheduled, delayed or postponed Event.

**8. Release:** By participating, entrants and winner agree to release and hold harmless Bristol Motor Speedway, Speedway Motorsports, Inc., and Speedway Children's Charities and their affiliates and each of their respective affiliate companies, parent companies, subsidiaries, suppliers, sponsors, advertising/promotion agencies, shareholders, officers, directors, agents, members, successors and assigns involved in the promotion (collectively, the "Released Parties") from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Promotion, or possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Released Parties are not responsible if Promotion cannot take place or if the prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

**9. Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these official rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these official rules shall not constitute a waiver of that provision. In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these official rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a state or federal court in Tennessee located in or closest to Bristol, Tennessee; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee.

**13. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy (<u>http://www.bristolmotorspeedway.com/privacy</u>). By participating in the Promotion, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**14. Winners' List:** To receive a list of the winners, within sixty (60) days of expiration of the Promotion Period, send a stamped self-addressed envelope to: Ringing in the New Year, Attn: Kimberlyn King, 151 Speedway Blvd., Bristol, TN 37620. Canadian residents may omit return postage.

**15. Rules Request:** For a copy of these official rules, send a self-addressed, stamped envelope to Ringing in the New Year, Attn: Kimberlyn King, 151 Speedway Blvd., Bristol, TN 37620 prior to the end of the Promotion Period. Vermont and Canadian residents may omit return postage with Official Rules requests.

16. Sponsor: Bristol Motor Speedway, LLC, 151 Speedway Boulevard, Bristol, TN 37620.