Kentucky Speedway's Celebrate the Cold

OFFICIAL RULES

NO PURCHASE OR APP DOWNLOADS NECESSARY TO ENTER OR WIN. A PURCHASE OR APP DOWNLOAD WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 21 YEARS OF AGE AND OLDER WHO ARE PHYSICALLY LOCATED AND RESIDE IN THE UNITED STATES OR DISTRICT OF COLUMBIA, VOID WHERE PROHIBITED.

SWEEPSTAKES PERIOD: Kentucky Speedway's Celebrate the Cold Sweepstakes (the "Sweepstakes") begins at 12:01 a.m. Eastern Time (ET) on January 26, 2017 and ends at 11:59 p.m. ET on February 26, 2017 (the "Sweepstakes Period"). Sponsor's computer is the official time-keeping device for this Sweepstakes.

ELIGIBILITY: To enter the Sweepstakes, you must, at the time of entry, (i) be a legal citizen of the fifty (50) United States and the District of Columbia (excluding Florida, New York, and Rhode Island, (ii) be twenty-one (21) years of age or older, (iii) be physically located in the fifty (50) United States or the District of Columbia. Sweepstakes is void in Florida, New York, Rhode Island and where prohibited by law. Employees, officers and directors, of Kentucky Raceway, LLC d/b/a Kentucky Speedway ("Sponsor" and "Administrator"), Speedway Motorsports, Inc., NASCAR, Inc., and their affiliates and each of their respective parent companies, affiliates, subsidiaries and agents, 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. This Sweepstakes is subject to all applicable federal, state, and local laws. U.S. law governs this Sweepstakes. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsors decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

TO ENTER: During the Sweepstakes Period, there are two ways to enter the Sweepstakes, as outlined below.

- 1. Purchase Select Tickets at Kentucky Speedway: By purchasing any of the following select tickets: 2017 Kentucky Speedway Season Ticket, 2017 July Weekend Ticket Package, 2017 Season Camping, 2017 July Weekend Camping, or a ticket to the 2017 Monster Energy NASCAR Cup Series Quaker State 400 presented by Advance Auto Parts. Regardless of the number of tickets purchased, you will receive one (1) entry in the Sweepstakes. Purchasers of any of the above tickets prior to the Sweepstakes Period will automatically be entered into the Sweepstakes.
- 2. <u>Mail-In (AMOE)</u>: Hand write your first and last name, street address, city, state, zip, daytime telephone number (area codes included), email address, and date of birth on a plain 3" x 5" piece of paper, and mail entry in a properly stamped #10 envelope to: Kentucky Speedway's Celebrate the Cold c/o Kentucky Speedway, 1 Speedway Drive, Sparta, Kentucky 41086. All mail-in entries must be postmarked no later than February 21, 2017 and received no later than February 26, 2017 to be eligible.

BONUS ENTRIES: In order to receive a Bonus Entry – you must have officially entered the contest first by following either of the two entry methods above (**See TO ENTER**).

During the Sweepstakes Period, there are two (2) ways to earn one (1) bonus entry, as outlined below.

A. <u>Download the Kentucky Speedway App</u>: Download the Kentucky Speedway app on your wireless device from the **Apple Store** or **Google Play.** Downloading the app is free, but if you choose to

participate in the Sweepstakes using your wireless device, data fees may apply. See your wireless provider for pricing plan details. If you download and/or register the app, you must agree to comply with Apple's and/or Google's (as applicable) terms of service and such other conditions and policies as Apple and Google may designate or require. Downloaders of the app prior to the Sweepstakes Period will automatically be entered into the Sweepstakes.

B. Mail-In Bonus Entry: If you are entering the Sweepstakes via the Mail-In entry method described in paragraph B, above and do not wish to download and sign into the app, you can receive one (1) bonus entry by writing "BONUS ENTRY" on your 3" x 5" piece of paper prior to submitting the Mail-In entry. If you have entered the Sweepstakes via the Purchase Method described above and do not wish to download and sign into the app, you can receive one (1) bonus entry via mail by hand writing your first and last name, street address, city, state, zip, daytime telephone number (area codes included), email address, and date of birth on a plain 3" x 5" piece of paper, and mail entry in a properly stamped #10 envelope to: Bonus Entry Kentucky Speedway's Celebrate the Cold Sweepstakes c/o Kentucky Speedway, 1 Speedway Drive, Sparta, Kentucky 41086. All mail-in entries must be postmarked no later than February 21, 2017 and received no later than February 26, 2017 to be eligible.

LIMIT: Regardless of entry method, limit two (2) entries per person.

PRIZE DRAWINGS: Sponsor/Administrator's decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. The potential Grand Prize winner and potential First Prize winners will be selected in a random drawing conducted by Sponsor on or around February 26, 2017 from among all eligible entries received during the Sweepstakes Period. Odds of winning will depend on the number of eligible entries received

PRIZES:

- A. Two (2) Grand Prizes: Two (2) Grand Prize winners will receive two (2) Bluegrass Club seats, and two (2) Cold Garage Passes for the Quaker State 400 presented by Advance Auto Parts on July 8, 2017. Approximate Retail Value ("ARV") of Grand Prize \$500.
- B. Thirty (30) First Prizes: Cold Garage Passes for two (2) for the Quaker State 400 presented by Advance Auto Parts on July 8, 2017. Thirty (30) prizes packages available. ARV: \$0 each.

PRIZE DETAILS: Limit one (1) prize per person and per household. All prize details are at Sponsor's sole discretion. No transfers, cash awards, or prize substitutions are permitted, except by Sponsor. 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. If applicable, winners may receive an IRS Form 1099 for the retail value of the prize. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner.

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. Any "VIP" access or experience that includes pit/garage passes is subject to NASCAR's standard rules and procedures.

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.

Total ARV of all prizes to be awarded in this Sweepstakes: \$1,000. All prizes awarded are subject to verification of eligibility and compliance with these Official Rules.

PRIZE NOTIFICATION & VERFICATION: The potential Grand Prize winner and all potential Daily Prize winners will notified by email and/or telephone within 24-hours of the Drawing Date and will be required to execute and return an Affidavit of Eligibility, Liability Release (where legal) Publicity Release, and required tax documents (if applicable) within five (5) business days of date of prize notification.

If a potential winner cannot be contacted; is ineligible according to these Official Rules; fails to return the required documents within the specified time period, if prize notification is returned as undeliverable; if a potential winner decides to decline his/her prize for any reason whatsoever; or if a potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit his/her prize and the prize may be awarded to an alternate winner from among all remaining eligible entries received for the applicable drawing, in the Sponsor's sole discretion. Once the official paperwork is received within the specified time period, verified, and receives final approval by Sweepstakes Entities, then and only then will a potential winner become an actual winner. Prizes will be fulfilled six (6) to eight (8) weeks after a potential Winner has been selected and verified. Prizes will only be delivered to addresses within the United States. All prize awards are subject to verification of eligibility and compliance with these Official Rules.

PUBLICITY: Where permitted by law, by participating in the Sweepstakes, entrant grants Sponsor and Sweepstakes Entities, and their respective parents, subsidiaries, affiliates, and advertising and promotion agencies, and those acting pursuant to their authority, the right to print, publish, broadcast, and use any materials submitted by entrant in connection with the Sweepstakes as well as the entrant's name, portrait, picture, likeness, voice, statements attributable to him/her, city and state of residence, and other biographical information for advertising and promotional purposes throughout the world in any and all media now known or existing at any time in the future, without further approval, notification, or compensation.

CONDUCT: By entering this Sweepstakes, entrant agrees to be bound by these Official Rules, which are a contract and include limitations and rights and remedies, and the decisions of Sponsor that shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN

ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

PRIVACY: All information submitted to Sponsor as part of this Sweepstakes will be treated in accordance with the privacy policy of Sponsor located at http://www.Kentuckyspeedway.com/privacy_policy/.

RELEASE AND INDEMNIFICATION: ENTRANT, AS A CONDITION OF ENTRY INTO THE SWEEPSTAKES, AGREES TO FOREVER AND IRREVOCABLY RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR AND THE SWEEPSTAKES ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES, OR LOSSES TO PERSONS OR PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH SUBMITTING AN ENTRY OR OTHERWISE PARTICIPATING IN ANY ASPECT OF THE SWEEPSTAKES, THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED, OR WHILE PREPARING FOR, PARTICIPATING IN, INCLUDING WITHOUT LIMITATION TRAVELING TO OR FROM ANY PRIZE-RELATED ACTIVITY OR ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR THE ANNOUNCEMENT OF OFFERING OF ANY PRIZE. THE WINNER SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THEIR PRIZE AFTER IT HAS BEEN DELIVERED.

LIMITATIONS OF LIABILITY: PRIZES ARE AWARDED "AS IS, WHERE IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE. SPONSOR AND SWEEPSTAKES ENTITIES ASSUME NO RESPONSIBILITY OR LIABILITY FOR (A) ANY INCORRECT OR INACCURATE ENTRY INFORMATION, OR FOR ANY FAULTY OR FAILED ELECTRONIC DATA TRANSMISSIONS; (B) ANY UNAUTHORIZED ACCESS TO, OR THEFT, DESTRUCTION OR ALTERATION OF ENTRIES AT ANY POINT IN THE OPERATION OF THIS SWEEPSTAKES; (C) ANY TECHNICAL MALFUNCTION, FAILURE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR COMMUNICATIONS LINE FAILURE, REGARDLESS OF CAUSE, WITH REGARD TO ANY EQUIPMENT, SYSTEMS, NETWORKS, LINES, SATELLITES, SERVERS, COMPUTERS OR PROVIDERS UTILIZED IN ANY ASPECT OF THE OPERATION OF THE SWEEPSTAKES; (D) ANY INJURY OR DAMAGE TO PARTICIPANTS OR TO ANY OTHER PERSON'S PHONE WHICH MAY BE RELATED TO OR RESULTING FROM ANY ATTEMPT TO PARTICIPATE IN THE SWEEPSTAKES. IF, FOR ANY REASON, THE SWEEPSTAKES IS NOT CAPABLE OF RUNNING AS PLANNED FOR REASONS WHICH MAY INCLUDE, WITHOUT LIMITATION, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES, OR ANY OTHER CAUSES WHICH MAY CORRUPT OR AFFECT THE ADMINISTRATION, SECURITY, FAIRNESS, INTEGRITY OR PROPER CONDUCT OF THIS SWEEPSTAKES, THEN SPONSOR RESERVES THE RIGHT AT ITS SOLE DISCRETION TO CANCEL, TERMINATE, MODIFY OR SUSPEND THE SWEEPSTAKES IN WHOLE OR IN PART.

THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF KENTUCKY, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE THAT ANY AND ALL DISPUTES WHICH CANNOT BE RESOLVED BETWEEN THE PARTIES, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS SWEEPSTAKES, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY BEFORE A COURT LOCATED IN KENTUCKY HAVING JURISDICTION. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL PARTICIPANTS BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVE ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN PARTICIPANT'S ACTUAL OUT-OF-POCKET EXPENSES (E.G. COSTS ASSOCIATED WITH ENTERING), AND PARTICIPANTS FURTHER WAIVE ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

WINNERS LIST: For a copy of the winners list, send a self-addressed, stamped envelope by March 10, 2017 to: Kentucky Speedway's Celebrate the Cold Sweepstakes c/o Kentucky Speedway, 1 Speedway Drive, Sparta, Kentucky 41086. Vermont residents may omit return postage.

NOTE: 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. This Sweepstakes is in no way sponsored or administered by, or associated with, Facebook, Twitter or any other social media platform. You are providing your information to the Sponsor and the information you provide will only be used in accordance with the Official Rules of this Sweepstakes.