

## **“Las Vegas Motor Speedway – Pennzoil 400 Weekend Ticket Giveaway Promotion”**

### **Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.**

**DESCRIPTION:** The “Las Vegas Motor Speedway – Pennzoil 400 Weekend Ticket Giveaway” contest (the “Contest”) is sponsored by Las Vegas Motor Speedway, LLC, a Nevada limited liability company with its principal place of business at 7000 Las Vegas Blvd North Las Vegas, NV 89115 (“LVMS” or “Sponsor”).

**ELIGIBILITY:** The Contest is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of Contest entry, EXCEPT RESIDENTS OF FLORIDA, NEW YORK, AND RHODE ISLAND, WHERE THE CONTEST IS VOID. Employees, officers and directors of Sponsor, NASCAR, Inc., Monster Energy, and their affiliates and each of their respective parent companies, divisions, affiliates, subsidiaries, officers, directors, shareholders, members, successors, assigns and agents, and any others engaged in the development, production or distribution of promotional materials or prizes for this Contest (Collectively, the “Released Parties”), and members of the immediate families or households of any of the above are not eligible to enter or win. This Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited or restricted by law.

**PROMOTION PERIOD:** The Contest begins on **Monday, February 18, 2019** at 8am Eastern Time (“ET”) and ends on **Wednesday, February 27, 2019 at 11:59 p.m. ET** (the “Promotion Period”).

**HOW TO ENTER:** During the contest period, participants will click button to allow contest access to enter their Facebook profile in order to be entered in contest.

Limit one (1) Entry per person/valid email address per Contest Period during the Promotion Period. Sponsor will be the sole arbiter of whether a Contest Entry is complete and whether it was received on time. By entering, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final on matters relating to this Contest.

The Released Parties and judges are not responsible for late, lost, damaged, garbled, incomplete, or misdirected entries, for errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise. Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with this Contest. All Entries become the property of Sponsor and will not be returned. Entrant agrees that the information supplied on the entry form or on Sponsor websites may be used for marketing purposes. Sponsor’s use of information supplied by any entrant on the entry forms (whether through a website or in paper form) shall be consistent with Sponsor’s privacy policy located at [www.gospeedway.com/privacy](http://www.gospeedway.com/privacy)

ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE OR TAMPER WITH SPONSOR’S WEBSITE OR TELEPHONE LINES UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION; AND IF SUCH INDIVIDUAL ENTERS THE CONTEST HE/SHE WILL BE DISQUALIFIED.

**DRAWING:** At the end of the contest period, one (1) winner (“Prize Winner”) will be selected from a random drawing among all eligible, complete Entry (“Eligible Entry”), received during such Contest Period (collectively, the Contest Drawing”). Such Contest Drawing shall be conducted by a judge who is selected by Sponsor in its sole discretion. The judge who pulls the winning names will be the official conductor of the Contest Drawing.

The judge's decisions are final and binding in all respects. By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the judges

**NOTIFICATION OF WINNERS:** Sponsor will notify each Prize Winner by email or telephone within two (2) days following the Contest Drawing. If the Prize Winner's email notification is returned as undeliverable, or cannot be reached via telephone or declines a prize, that prize will be awarded to an alternate winner selected in a random drawing conducted by judge from among all remaining Eligible Entries received for that Contest Period.

**PRIZE/APPROXIMATE RETAIL VALUE (ARV):**

**One (1) prize winner will receive Two (2) Weekend Terrace Tickets to the 2019 Pennzoil 400 presented by Jiffy Lube. Total approximate retail value (ARV) - \$490**

**The total ARV of all Prizes awarded in this Contest is \$490.00.** Winner is solely responsible for any expenses in connection with each Prize not expressly described herein as being awarded. Dates of events are subject to change. Prize Winners cannot substitute, convert to cash, assign, or transfer prizes.

**ODDS OF WINNING:** Odds of winning depend on the total number of Eligible Entries received during each Weekly Contest Period.

**WINNER'S RESPONSIBILITIES:** Contest Prize Winners will be solely responsible for all taxes on Contest Prizes and will receive an IRS Form 1099 from Sponsor for the retail value of Contest Prize. Prize Winners will be required to sign an Affidavit of Eligibility, Liability Release and Publicity Release (except where prohibited by law) prior to issuance of Prize.

Except where prohibited, participation in the Contest and acceptance of a Prize constitutes Prize Winner's consent to Sponsor's use of Prize Winner's name, likeness, voice, opinions, hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. If Prize Winner guest is a minor, the minor's parent or legal guardian must sign a minor release for guest. Prize may be awarded to alternate winner if affidavit is not returned within five (5) days after mailing to Prize Winner or if Prize notification letter or Prize is returned as undeliverable. Prizes are non-transferable. No prize substitution will be given. Sponsor reserves the right to substitute a Prize (or any part of the Prize) with a prize of equal or greater value. Taxes on Prizes are solely the Prize Winner's responsibility. By entering you agree to accept the whole Prize. Any difference between stated approximate value and the actual value of Contest Prize will not be awarded. If you cannot accept the whole Prize you must forfeit the Prize and another eligible Entry will be drawn.

**RELEASE:** By participating in the Contest all entrants agree, and by accepting Prize(s), Prize Winner(s) agree(s), to release and hold harmless the Released Parties from any and all liability, loss or damage incurred by participating in the Contest and/or the awarding, receipt, acceptance, possession or use/misuse of the Prize, prize related travel or attendance at Event.

**PUBLICITY/USE OF PERSONAL INFORMATION:** Except where prohibited, participation in the Contest constitutes entrant's consent for the Sponsor and the Sponsor's affiliates to use entrant's name, likeness and state of residence for promotional purposes in any media without further consideration. Also, except where prohibited by law, participation in the Contest constitutes entrant's consent to the use by Sponsor, its affiliates, and their agents, of entrant's personal information, email addresses and other contact information for marketing and other purposes.

**WINNERS LIST/RULES REQUESTS:** For the names of the Prize Winners or Official Rules, send a self-addressed, stamped envelope by March 8, 2019 to: Las Vegas Motor Speedway, Attn: "Las Vegas Motor Speedway Pennzoil 400 Weekend Ticket Giveaway Promotion" 7000 Las Vegas Boulevard North Las Vegas, NV 89115. Specify Prize Winners or Official Rules.

**MODIFICATION:** Sponsor reserves the right, at its sole discretion, to modify, cancel, postpone, delay, suspend and/or terminate this Contest game and/or Event in whole or in part in the event that the Contest is not capable of running as planned or as intended by these Official Rules by reason of any of the technical or other disabling causes or other causes that, in the sole discretion of the Sponsor, impair, corrupt or interrupt the administration, fairness, security or integrity or proper play of the Contest, including without limitation, hurricane, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, war, terrorist threat or activity or insurrection. In the event of cancellation, Sponsor shall award the Contest Prize (or a prize of equal or greater value) in a random drawing from all eligible, non-suspect Entries received as of the time of cancellation. This Contest initially provided by Sponsors to entrant under the name "Las Vegas Motor Speedway Pennzoil 400 Weekend ticket Giveaway" but the name of the Contest is subject to change at the discretion of the Sponsor and any such name change shall be posted along with the rules at [www.lvms.com](http://www.lvms.com) . Additional companies or organizations may join in sponsoring the Contest and such additions shall likewise be posted at [www.lvms.com](http://www.lvms.com).

**COMPLIANCE WITH LAW:** The conduct of the Contest is governed by all applicable laws of the United States of America, which take precedence over any rules to the contrary herein.

**DISPUTE RESOLUTION:** As a condition of entering this Contest, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with the Contest or any Prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Clark County Nevada or the appropriate Nevada State Court located in Clark County, Nevada; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees. 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of Nevada, without giving effect to any choice of law or conflict of law rules (whether of the State of Nevada or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nevada.