

## **OFFICIAL RULES**

### **LAS VEGAS MOTOR SPEEDWAY**

#### **"12 DAYS OF GIVING" PROMOTION**

**NO PURCHASE NECESSARY. OPEN ONLY TO LEGAL U.S. RESIDENTS 21 YEARS OR OLDER AT TIME OF ENTRY. VOID WHERE PROHIBITED OR RESTRICTED.**

**1. Eligibility:** LVMS 12 Days of Giving Promotion is open only to legal residents of the United States, who are at least twenty-one (21) years old 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 Las Vegas Motor Speedway, LLC ("Sponsor"), Speedway Motorsports, ("SM"), their affiliates and each of their respective affiliate companies, parent companies, subsidiaries, advertising and promotion agencies, shareholders, officers, directors, agents, members, successors and assigns involved in the promotion, suppliers (collectively "Released Parties") and the immediate families or persons who reside in the same household of the employees of the Released Parties. The Daily Prize Winners may each be required to sign an Affidavit of Eligibility, a Liability Release, an IRS Form W-9, and, where legal, a Publicity Release and to return all required documentation within two (2) days following receipt. 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 7, 2020 at 9:00:00 a.m. Pacific Time ("PT") and ends on December 18, 2020 at 3:59:59 p.m. PT (the "Promotion Period"). Sponsor's computer is the official time keeping device for this Promotion.

**3. How to Enter:** Register online at <https://www.lvms.com/12DaysofGiving/> and complete a questionnaire daily. All entries must be received by 4:00:00 p.m. PST each day, December 7-18, 2020.

**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 Daily Prize Winner ("Daily Prize Winner") per day from all eligible entries. Entries will be considered eligible for the day of registration and each remaining day of the contest. Entrants need only enter once to be eligible for all remaining days.

**5. ALL POTENTIAL WINNERS ARE 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 SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE DAILY 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 Winners:** Potential winners must continue to comply with all terms and conditions of these official rules, and winning is contingent upon fulfilling all requirements. Each potential winner will be notified by mail, email or phone. Each potential prize winner may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release ("Affidavit") (except where prohibited), which must be received by Sponsor within two (2) days of the date notice or attempted notice is sent, in order to claim his/her prize (if applicable). If a potential winner of any prize cannot be contacted within twenty-four (24) hours of selection, fails to sign and return the Affidavit within the required time period (if applicable), or prize is returned as undeliverable, such potential winner forfeits the prize. In the event that the potential Daily Prize Winner is disqualified for any reason, Sponsor will award the Daily 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 Daily Prize will remain un-awarded.

**7. Sweepstakes Prizes:** TWELVE (12) DAILY PRIZES: The Daily Prize Winner will receive the prize randomly selected each day which may include, but not limited to:

- NEXGRILL portable two burner grill
- Jimmie Johnson autographed Hat
- Dale Jr autographed hat
- Sonoma Victory Lane hats
- GoPro Hero's
- Posters
- Hero Cards
- NASCAR Heat 4
- Martin Truex Jr autographed South Point 400 Victory Lane hat
- Kyle Busch autographed Boyd Gaming 300 hat
- Stratosphere 200 Victory Lane hats
- Diecast cars
- Shady Rays sunglasses

Prizes awarded for event tickets must be used during that event or the Daily Prize Winner forfeits the Daily Prize in its entirety. Certain Daily Prizes are not available for purchase by the general public.

Odds of winning a Sweepstakes Daily Prize depends upon the number of eligible entries received during the Entry Period. No refund or compensation will be made by Sponsor in the event of the cancellation of an event for related to a Daily 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 each Daily 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.

**8. Release:** By receipt of any prize, winner agrees to release and hold harmless Las Vegas Motor Speedway, Speedway Motorsports, Speedway Children's Charities, their affiliates and each of their respective affiliate companies, parent companies, subsidiaries, suppliers, advertising/promotion agencies, shareholders, officers, directors, agents, members, successors and assigns involved in the promotion (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt, use, or misuse of any prize.

**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 Sweepstakes, 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 Sweepstakes 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 Sweepstakes 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.

**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 Sweepstakes 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 Nevada located in or closest to Las Vegas, NV;

(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 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.

**13. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy (<https://www.speedwaymotorsports.com/privacy/>).

**14. Winners' List:** To receive a list of the winners, send a stamped self-addressed envelope to: 7000 Las Vegas Blvd. North, Las Vegas, NV 89115 within sixty (60) days of expiration of the Promotion Period.

**15. Rules Request:** For a copy of these official rules, send a self-addressed, stamped envelope to: 7000 Las Vegas Blvd. North, Las Vegas, NV 89115 prior to the end of the Promotion Period. Vermont residents may omit return postage with Official Rules requests.

**16. Sponsor:** Las Vegas Motor Speedway, LLC, 7000 Las Vegas Blvd. North, Las Vegas, NV 89115.