

## OFFICIAL RULES FOR THE “SEMI-FINAL FAN GIVEAWAY”

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING**

**SWEEPSTAKES PERIOD:** The SEMI-FINAL FAN GIVEAWAY (“Sweepstakes”) begins on August 1, 2019 at 8:01 a.m. Pacific Time (“PT”) and ends on October 27, 2019 at 11:59 p.m. PT (the “Sweepstakes Period”).

**HOW TO ENTER:** During the Sweepstakes Period there are two (2) ways to enter: (1) visit the website <http://social.ismraceway.com/ism/> and follow the directions to enter into the Sweepstakes or (2) On Site: Call 1-623-463-5652 to hear a list of scheduled community events to visit that ISM Raceway will be attending and fill out the entry form provided on-site and receive one (1) entry into the Sweepstakes. Limit one (1) entry per person, per email address and per household. Entries received from any person or email address or household in excess of the limitation will be void. All entries become the sole property of the Sponsor and will not be returned. Released Parties (as defined below) are not responsible for lost, late, stolen, garbled, incomplete, damaged, delayed, illegible, mutilated, misdirected, or postage-due entries or mail. Incomplete, illegible, or fraudulent entries will be void.

**ELIGIBILITY:** Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia who are of the age of majority or older in their applicable jurisdiction. Employees of Phoenix Speedway, LLC (“Sponsor”), its parent, subsidiaries, limited liability and affiliated companies, and advertising and promotion agencies and each of their respective family members (parent, child, spouse, sibling and their respective spouses, regardless of where they reside), and members of their households, whether or not related, are not eligible to enter or win. Sweepstakes is subject to all applicable federal, state and local laws. Void where prohibited by law.

**DRAWING:** One grand prize winner will be selected in a random drawing held on or about October 28, 2019 from all eligible entries received. Odds of winning depend on the number of eligible entries received.

**WINNER NOTIFICATION:** Potential winner will be contacted via email will be required to execute and return an affidavit of eligibility, a publicity release (except where prohibited), a liability release and provide a copy of his/her valid personal identification card bearing his/her photograph, name, age, and address within ten (10) days of date of issuance. The execution of additional releases and/or waivers of liability required by Sponsors and/or any other applicable sanctioning body or prize provider may also be required and returned within the time period specified by such entities, as appropriate. Failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact a potential winner within a reasonable time period or noncompliance with these Official Rules by any potential winner will result in disqualification and, at Sponsor’s sole discretion, the prize may be awarded to a runner-up. If any potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.

**PRIZE[S]:** One (1) grand prize winner will receive two (2) tickets to the NASCAR Gander Outdoors Truck Series and NASCAR Xfinity Series race events scheduled to be conducted on Friday, November 8, 2019 and Saturday, November 9, 2019 at ISM Raceway. Approximate Retail Value (“ARV”) of the prizes is \$200.00. All applicable federal, state and local taxes, any other expenses associated with prize acceptance and use not specifically listed herein as being provided including but not limited to, delivery charges, are the responsibility of the winner. Prizes are awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. No substitution, transfer or cash redemption of prizes is permitted, except by Sponsor, which reserves the right to substitute a prize (or portion thereof) with one of

comparable or greater value. All prize details are at Sponsor's sole discretion.

**GENERAL CONDITIONS:** By entering this Sweepstakes and/or accepting any prize, entrant agrees: (1) to release, discharge and hold harmless Sponsor, its parent, subsidiaries, limited liability and affiliated companies, advertising and promotion agencies, and each of their respective shareholders, officers, directors, employees, members, agents and assigns (collectively, the "Released Parties") from liability of any kind or nature for any loss, claims, damages, or injuries of any kind resulting in whole or in part, directly or indirectly from entrant's participation in this Sweepstakes or from the acceptance and use/misuse of any prize and (2) to abide by, and be bound by these Official Rules and the decisions of the Sponsor relating to participation in the Sweepstakes, selection of winners and awarding of prizes, which shall be final. Acceptance of any prize constitutes permission to use winner's name, biographical information, city and state of residence, voice, photograph, image and/or likeness for advertising, promotional and other purposes in any and all media now known or hereafter devised, worldwide, in perpetuity, without further compensation, notification or permission from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so, unless prohibited by law. Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize[s], or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, or should the Sweepstakes be unable to run as planned for any other reason, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner[s] in a random drawing from among all eligible, non-suspect entries received prior to action taken. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. "Authorized account subscriber of the e-mail account" is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses.

**FORUM SELECTION:** This Sweepstakes shall be governed by the laws of the State of Arizona. Each entrant knowingly and voluntarily intends and agrees that (i) the mandatory, exclusive venue for any action in any way related to or arising out of this Sweepstakes or prizes awarded shall be resolved individually without resort to any form of class action and shall be the state and federal courts in and for Maricopa County, Arizona; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Sweepstakes, but in no event attorneys' fees. Each entrant hereby knowingly and voluntarily waives any and all objections to venue and personal jurisdiction in the foregoing, and submit themselves thereto. Each entrant hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect

to any proceeding brought in accordance with this paragraph, and stipulates that the aforementioned courts shall have in personam jurisdiction and venue over them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Sweepstakes.

**CLASS ACTION WAIVER:** Each party agrees that an arbitrator, judge, magistrate or other similar authority may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **You agree to waive any right to a jury trial or to participate in a class action.**

**WINNERS' LIST:** The winner's name will be posted on [www.ismraceway.com](http://www.ismraceway.com) from October 28, 2019 through November 8, 2019.

**SPONSOR:** This Sweepstakes is sponsored **PHOENIX SPEEDWAY, LLC d/b/a ISM Raceway**, a Delaware corporation, having its principal place of business at 125 South Avondale Boulevard, Suite 200, Avondale, Arizona 85323.

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**CONSUMER PRIVACY:** Information submitted to Sponsor by any entrant is subject to Sponsor's privacy policy located at <http://www.ismraceway.com/Footer-Pages/Privacy-Policy.aspx>