## **GENERAL CONTESTING GUIDELINES**

From time to time, Speedway Properties Company, LLC d/b/a The Performance Racing Network ("PRN") will conduct online, live on-air and/or other various sweepstakes and contests. Sweepstakes are games of chance; prizes being offered to participants selected on a random basis whereas contests are games of skill; involves entrant participation and may require participants to use specific skills to solve or complete a specified objective in order to qualify for a prize or submit entry material which will be judged using specific criteria. For all purposes hereinafter the term "Contest" shall collectively refer to both sweepstakes and contests. All PRN Contests are administered by PRN and will be conducted in accordance with these General Contesting Guidelines, unless modified or superseded by rules written for a specific Contest (the "Official Contest Rules").

PRN together with the Contest sponsor(s), promotional partner(s) and administrator(s) are herein collectively referred to as the Contest Entities. Contest dates and times (the "Contest Period"), entry date and times (the "Entry Period"), eligibility requirements, entry methods, winner selection, prizes, etc., will vary with each Contest, as determined by the PRN and announced, please refer to the specific Official Contest Rules for complete details.

By participating or entering any PRN Contest, participants agree to be bound by these General Contesting Guidelines as well as the designated Official Contest Rules and the decisions of PRN are final on all matters relating to the Contest. For a copy of specific Official Contest Rules, contact PRN.

1. Contest Eligibility Requirements. Unless otherwise stated in the designated Official Contest Rules, NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT DOES NOT INCREASE ODDS OF WINNING. Contests are open only to legal residents of the 50 United States and the District of Columbia who are twenty-one (21) years of age or older at the time of entry. Employees of Speedway Properties PRN, LLC d/b/a The Performance Racing Network, its participating syndicating radio stations, Speedway Motorsports, Inc., Atlanta Motor Speedway, LLC, Bristol Motor Speedway, LLC, Charlotte Motor Speedway, LLC, Kentucky Raceway, LLC d/b/a Kentucky Speedway, Nevada Speedway, LLC d/b/a Las Vegas Motor Speedway, New Hampshire Motor Speedway, Inc., Speedway Sonoma, LLC, Texas Motor Speedway, Inc., Speedway Children's Charities, and each of 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 Contest (collectively, the "Released Parties"), and members of the immediate families (spouse, parent, child, sibling and their respective spouse) or households of any of the above are ineligible to participate or win. VOID IN ANY LOCATION WHERE PROHIBITED OR RESTRICTED BY LAW.

## 2. <u>General Contest Descriptions.</u>

(a) On-Air Contest. For Contest conducted on-air, a "cue to call" will be randomly aired or announced by on-air host, during PRN's broadcast of certain NASCAR Sprint Cup Series or Nationwide Series race events ("Race Broadcast") or during the broadcast of certain PRN shows ("Show Broadcast") prompting listeners to be the designated numbered caller to the toll-free PRN contest line for a chance to enter or win a specific prize. The designated caller will either automatically win the announced prize or be required to perform a task (i.e., answering a trivia question correctly), as determined by the PRN and announced during the "cue to call". The various prizes awarded will normally range between \$10 and \$200 in approximate retail value. In the event the designated number caller is disconnected, the next eligible caller will be the prize winner. At the time of the call, each designated caller will be required to provide all information requested by PRN, including but not limited to first and last name, complete address, including zip code, daytime and evening phone numbers, and their date of birth to be eligible to win. Callers are required to provide truthful information to PRN, PRN has the right to reject and delete any caller that it discovers to be false or fraudulent. Callers who are inaudible or unintelligible may be disqualified. PRN assumes no responsibility for human or technical error in the transmission or receipt of phone calls. There is no limit to the number of times a listener may try to call in and win. Due to delays in PRN's streaming Race Broadcast, listeners to the online stream may not be able to timely participate in the Contest. Listeners need to participate in "real-time". PRN assumes no responsibility for listeners not making timely phone calls as a result of the delays in the Internet stream.

- **(b) On-line Contest.** For Contest conducted on-line, participants can enter at PRN's website <a href="https://www.goprn.com">www.goprn.com</a> by following the Contest links and completing and submitting the on-line entry and registration form. Entry must contain all information requested and must be received during the stated Entry Period. PRN's clock is the official clock. Limit one (1) entry per person and/or verified email address. Entry will be deemed made by the authorized account holder of the email address submitted at the time of entry. Incomplete and/or multiple entries will be disqualified. The potential winner may be selected in a random drawing from among all eligible entries received or may be required to perform a task.
- (c) Voting Contests. For Contest that involves listener participation by voting for a Contest participant on PRN's website, the voting is limited to one (1) vote per person per verified email address unless otherwise stated in the specific Official Contest Rules. If a Contest participant receives multiple and/or irregular votes or multiple votes from the same user or users, including but not limited to, votes generated by a robotic, programmed, script, macro, other automated means or other source, then PRN reserves the right to disqualify the participant in its sole discretion. By participating in the voting portion of any Contest, each voting participant agrees to be bound by the Official Contest Rules. If the Contest includes the use of an internet tool and the internet voting process fails to operate properly or appears to be tampered with or tainted with errors, fraud or unfair practices, then PRN reserves the right to use another means to determine the winner(s), i.e. random selection or appointing a panel of judges. All decisions of the judges are final.
- (d) Consumer Created Content. For Contest that involves the submission of consumer created content material from the participant, including but not limited to, photography, videos, essays, etc. by submitting your entry: (1) you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place the Contest Entities under any fiduciary or other obligation, that PRN is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you; (2) you acknowledge that, by acceptance of your submission, the Contest Entities do not waive any rights to use similar or related ideas previously known to PRN, or developed by their employees, or obtained from sources other than you; (3) you are verifying that you are the owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, and (4) you are hereby granting PRN a perpetual, worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose. BY SUBMITTING ANY CONTENT, ENTRANT ACKNOWLEDGES THAT HIS/HER CONTENT MAY BE POSTED ON COMPANY'S WEBSITE, IN COMPANY'S DISCRETION.

Content: (a) must comply with the designated Official Contest Rules and any Terms of Service on the PRN website; (b) must be uploaded in format specified and must comply with the posting requirements set forth above and as posted on the PRN website; (c) cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; content cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (d) cannot be obscene or offensive, endorse any form of hate or hate group; (e) cannot defame, misrepresent or contain disparaging remarks about PRN or its products, or other people, products or companies; (f) cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (g) cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; PRN does not permit the infringement of others' rights and any use of materials not original to the participant (except copyrighted materials owned by PRN) is grounds for disqualification from the Contest. (h) no background artwork should appear in an content unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in the content must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein; (i) cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; (j) cannot communicate messages or images inconsistent with the positive images and/or goodwill to which PRN wishes to associate; and (k)

cannot depict, and cannot itself, be in violation of any law. CONSUMER CREATED CONTENT POSTED TO THE WEBSITE WERE NOT EDITED BY COMPANY AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF COMPANY IN ANY MANNER. Any waiver of any obligation hereunder by PRN does not constitute a general waiver of any obligation to entrants. PRN reserves the right to waive the Contest entry requirements set forth herein in its reasonable discretion. PRN reserves the right, in its reasonable discretion, during or upon completion of the Contest Period, to request that any entrant resubmit his or her entry which fails to comply with the Contest entry requirements prior to any judging or voting period. By submitting content you warrant and represent that it: (a) is your original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that you have obtained permission from a person who's name. likeness or voice is used in the content and (f) and that publication of the content via various media including Web posting, will not infringe on the rights of any third party rights. Any such entrant will indemnify and hold harmless, PRN, its Companies, and agents from any claims to the contrary. Any entrant whose work includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including PRN's use of such content, in a form satisfactory to administrator, upon request, prior to award of prize and/or naming of entrant as a winner.

By accepting a prize, the winner agrees that his or her content will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to PRN all of his/her right, title and interest in and to his/her video, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of PRN, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to their content. PRN reserves the right to alter, change or modify the winning content, in its sole discretion. Upon request of PRN, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by PRN, reasonably necessary to establish the ownership of record of the right, title and interest in and to the content and of the copyrights transferred and "Moral Rights of Authors" waived under the Official Contest Rules. Should PRN fail to request the said assignment as stated, that shall not be deemed a waiver of PRN's rights and PRN may at a later time request the assignment.

- 3. Winner Selection, Verification and Notification. All potential Contest winners will be selected in a manner as stated in the specific Official Contest Rules. Only one (1) prize winner per household. All decisions of the judges are final. All potential winners are subject to verification, including without limitation, verification of eligibility, age, compliance with the designated Official Contest Rules and execution and return of any Statement/Affidavit of Eligibility, Liability Release and Publicity Release (except where prohibited by law). The potential winner will be notified as stated in the specific Official Contest Rules and must be available to participate when applicable; to be eligible for the prize in any portion to the Contest that participation may be required. If a potential prize winner is deemed ineligible and disqualified then PRN, in its sole discretion, reserves the right to choose an alternate potential winner, time permitting. If attempted prize notification is returned as undeliverable, if the potential winner cannot be verified, or if the potential winner is otherwise unable to accept whole prize, or does not claim prize within the stated time frame, then prize will be forfeited and may be awarded to an alternate provided sufficient time remains, in PRN's discretion. PRN is not responsible for changes in email or telephone address.
- 4. <u>Prize Conditions.</u> Odds of winning depend upon the number of eligible entries received during the specific Contest Period. Prize is awarded to the winner according to the designated Official Contest Rules. No more than the advertised number of prizes shall be awarded. The total approximate retail value ("ARV") of the prize will vary by Contest. Any difference between stated approximate value and the actual value of prize will not be awarded. Winner must accept the whole prize. Prizes are non-transferable, redeemable for cash or exchangeable for any other prize. PRN reserves the right to substitute a prize (or any part of the prize) with a prize of equal or greater value. All other costs and expenses related to prize acceptance and use not specified in the designated Official Contest Rules, as being awarded are the sole responsibility of winner. Contact PRN for a copy of the winner's list.

- (a) Event/Date Specific Prizes. Certain prizes awarded can be event/date specific, PRN is not responsible for the cancellation or rescheduling of any event or date and no substitution or compensation shall be awarded. Any awarded tickets as prizes are subject to certain terms and conditions specified thereon. Location of seats and tickets are in PRN's sole discretion or may be predetermined as supplied by prize provider.
- (b) Trip Specific Prizes. If a trip prize package is awarded and the prize includes round-trip, coach class air transportation for winner from a major commercial airport near winner's home to the destination and a double occupancy standard hotel room as specified in the designated Official Contest Rules. Actual value of the trip will depend on point of departure and any airfare fluctuations. Selection of airline and hotel are solely within PRN's discretion. Airline tickets are non-refundable/nontransferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. All travel must be taken on dates specified or prize will be forfeited and may be awarded to an alternate winner; no alternative travel dates are available. Winner and travel guest(s) must travel on same itinerary. If in the judgment of the PRN air travel is not required due to winner's proximity to the trip destination, ground transportation will be substituted for roundtrip air travel at PRN's sole and absolute discretion. The difference in value will not be awarded to the prize winner. Meals, gratuities, luggage fees, incidental hotel charges and any other travel-related expenses not specified in the designated Official Contest Rules are the sole responsibility of winner and travel guest. If winner is eligible, but a minor in his/her state of residence, the travel guest must be winner's parent or legal guardian. A minor may accompany winner as a travel guest only if the winner is the minor's parent or legal guardian. Minors must be accompanied at all times during trip (including, but not limited to, inflight, hotel stay and all prize-related events) by minor's parent or legal guardian.

Contest Entities shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Additional prize award details and travel information to be provided to the prize winner at the time of notification. Prize winner and guest(s) are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the PRN has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged.

ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

5. <u>Tampering and Delivery Disclaimer.</u> ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE OR TAMPER WITH PRN'S WEBSITE(OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, PRN RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER AVAILABLE REMEDIES 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.

All entries become the property No illegible, incomplete, forged or altered entries or mechanically reproduced entries will be accepted. PRN is 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. PRN disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with the Contest.

If a Contest is a call in to win Contest and/or a telephone is needed to participate in the Contest, participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function will not be allowed to participate unless they enter their correct area code and telephone number if prompted, or disable the features inhibiting their participation in the Contest.

Participants using equipment not set up for toll free phone exchanges (800, 888, 877, 866, etc.) may experience call connection problems. PRN disclaims all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the PRN's control, or otherwise.

- **Publicity; Use of Personal Information.** Except where prohibited by law, participation in the Contest and or acceptance of prize constitutes participant's and/or winner's consent to PRN to use their name, likeness, voice, opinions, city and state and photographs for promotional purposes in any media, worldwide, without further payment or consideration for such use. By participating in a Contest, where allowed by law, participant agrees that the information it supplies on the entry form or on the PRN website or over the telephone may be used for marketing purposes. All use of information supplied by any participant on entry forms (whether through a telephone call, website or in paper form) shall be consistent with PRN's privacy policy located at www.goprn.com/privacy policy.
- **Releases and Conditions.** By entering or otherwise participating in the Contest, participant agrees to the designated Official Contest Rules. By participating in any PRN Contest, each participant and winner waives any and all claims of liability against the PRN, its employees and agents, the Contest's sponsors and their respective employees and agents for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the award, receipt and/or use or misuse of any prize, including any travel related thereto. Winner will be required to sign a Statement/Affidavit of Eligibility, Liability Release and Publicity Release (collectively "Releases") (except where prohibited by law) prior to issuance of prize(s).
- **8.** Taxes. Any valuation of the prize(s) stated in the designated Official Contest Rules is based on available information provided to the PRN, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s). Any person winning over \$600 in prizes from the PRN will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.
- 9. Conduct and Decisions. PRN, in its sole discretion, reserves the right to disqualify any participant (and all of their entries) from the Contest if he or she tampers with the entry process or the operation of this Contest or is otherwise in violation of the General Contesting Rules or the designated Official Contest Rules. PRN reserves the right, in its sole discretion, to reject calls from any phone number or phone numbers and to disqualify any person or person who PRN believes is tampering with the entry process in any way, including but not limited to attempts to manipulate the phone systems or entry process in order to increase the odds of winning. PRN further reserves the right to modify, cancel, postpone, delay, suspend and/or terminate the Contest in whole or in part in the event that the Contest is not capable of running as planned or as intended by the designated Official Contest Rules, by reason of any fraud, technical factors or other disabling causes that, in the sole discretion of PRN, impair, corrupt or interrupt the administration, fairness, security or integrity or proper conduct 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, PRN shall award the prizes (or a prize of equal or greater value) in a random drawing from among all eligible. non-suspect entries received as of the time of cancellation.
- 10. Compliance with Laws. PRN CONTESTS ARE GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF NORTH CAROLINA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in the Contest, each participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action, exclusively before a court located in Mecklenburg County, North Carolina having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, indirect, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.