

## **“Dover Motor Speedway Event Marketing Sweepstakes”**

### **OFFICIAL RULES**

**SPONSOR:** Dover Motor Speedway, 1131 N. DuPont Highway, Dover, DE 19901

**ELIGIBILITY:** Open only to legal U.S. residents 18 years of age or older. Employees of Sponsor or its parent, affiliated or subsidiary companies, and their immediate family members and persons living in the same household of such employees, are not eligible to enter or win. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

**HOW TO ENTER:** Sweepstakes begins on July 1, 2023, and ends on March 31, 2024. Entries must be submitted electronically at <https://www.dovermotorspeedway.com/entertowin2024>. Limit one entry per person. No purchase necessary to enter, win, or claim a prize. A purchase or payment will not increase an entrant’s chances of winning. No faxed, photocopied, mechanically reproduced, illegible, incomplete, fraudulent, forged or altered entries will be accepted, including entries generated by script, macro or other automated or mechanical means or by any means that subvert the entry process. Entries not complying with these Official Rules will be void. All entries become the sole property of Sponsor and will not be returned. AS A CONDITION OF ENTRY, ALL ENTRANTS AGREE TO ABIDE AND BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR, WHICH ARE FINAL AND BINDING IN ALL RESPECTS.

**WINNER SELECTION:** One (1) grand prize will be selected at random from all eligible entries received by the end of every quarter. Odds of winning will depend upon the number of eligible entries received. The winner will be selected by a representative of Sponsor.

**PRIZES:**

Four (4) tickets to the “Würth 400” NASCAR Cup Series race, at Dover Motor Speedway, on Sunday, April 28, 2024.

Approximate retail value of the grand prize is \$350. Any prize not accepted by the winner shall be forfeited and an alternate winner selected. No substitution of prize is offered. No transfer of prize to a third party is permitted. Non-cash prizes may not be redeemed for cash value. Sponsor reserves the right to substitute or award a prize of equal or greater value, including cash, for any prize for any reason.

**OWNERSHIP AND USE OF ENTRIES / PUBLICITY / RELEASE OF LIABILITY**

By entering this Sweepstakes, entrant agrees: (1) that entrant meets the eligibility requirements set forth in these Official Rules, and (2) to release Sponsor from liability (as set forth below), and (3) to grant Sponsor the right to use entrant’s name and address (city & state), photograph, picture, videotape, image, likeness, voice, sweepstakes submission, and/or statements made by or attributed to entrant relating to this Sweepstakes and/or Sponsor for advertising, promotional, and other business 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.

Winner will be notified by email and/or phone. Within two (2) days of notification, winner will be required to sign in the presence of a notary and return an Eligibility Affidavit and Liability and Publicity Release. If it is not returned in accordance with these rules, prize may be forfeited and an alternate winner selected from among all remaining eligible entries. Prize may also be forfeited and an alternate winner selected if email or phone notification is not confirmed to Sponsor within forty- eight (48) hours and/or overnight mail is returned as undeliverable mail without a forwarding address. Upon forfeiture, no compensation will be given.]

**BY ACCEPTING PRIZE,** WINNER AGREES TO RELEASE SPONSOR AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATED COMPANIES, ADVERTISING AND PROMOTION AGENCIES, LEGAL COUNSEL, AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, LOSSES, DEMANDS, SUITS, OR LEGAL PROCEEDINGS OF ANY KIND WHATSOEVER FOR ANY INJURIES, LOSS OR DAMAGE OF ANY KIND TO PERSON (INCLUDING DEATH) AND/OR PROPERTY, ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY (INCLUDING CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY), WHICH MAY BE SUSTAINED IN CONNECTION WITH THE AWARDING, RECEIPT, ACCEPTANCE, POSSESSION, OWNERSHIP, USE OR MISUSE OF

PRIZE, THE PREPARATION FOR OR PARTICIPATION IN THE SWEEPSTAKES OR ANY SWEEPSTAKES-RELATED ACTIVITY, THE USE OF ANY SWEEPSTAKES-RELATED WEBSITE, OR ANY TYPOGRAPHICAL ERROR OR OTHER AMBIGUITY OR ERROR IN THESE OFFICIAL RULES OR IN THE SWEEPSTAKES ITSELF. Prize is awarded "AS IS" with no warranty or guarantee, either express or implied by Sponsor. Sponsor makes no representations or warranties of any kind, express or implied, concerning the use, appearance, performance or safety of any prize awarded. Winner acknowledges Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to prize, including but not limited to its quality, merchantability, condition or fitness for any particular purpose. Winner shall bear all risk of loss or damage to prize after it has been delivered.

Entrants agree that (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRECEDING SENTENCE MAY NOT APPLY TO YOU.

**GENERAL CONDITIONS AND LIMITATIONS:** Sponsor is not responsible for lost, late, misdirected, incomplete, illegible, damaged, delayed, mutilated, stolen, garbled, misaddressed or postage-due entries or mail, nor for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures or connections, or availability, or garbled or jumbled transmissions, or service provider/Internet/website accessibility or availability, or traffic congestion, or infection by computer viruses, worms or bugs, or tampering, or unauthorized intervention, or fraud, or technical failures, or other issues not within Sponsor's control. If, for any reason, the Sweepstakes is not capable of running as planned for any of the above reasons or any other cause which in Sponsor's sole opinion could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes and select winner(s) from all eligible, non-suspect entries received prior to the action taken.

Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes, and assumes no responsibility or liability for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to any Sweepstakes-related website or to an entrant's computer hardware, software or data, whether or not related to the Sweepstakes. Sponsor disclaims any liability for damage to any computer system resulting in participation in, or accessing, or downloading information in connection with this Sweepstakes.

Each online entry will be deemed to have been submitted by the authorized subscriber of the email account or social media account, as the case may be, from which the entry originated. Entries made online via the Internet will be declared made by the authorized account subscriber of the email address or social media account name submitted at time of entry. "Authorized account subscriber" is the natural person who is assigned the email address or social media account name by the Internet Service Provider (ISP), online service provider, or other organization (e.g., business, educational institution, etc.) responsible for assigning email addresses for the domain associated with the submitted email address or for assigning social media account names. If any potentially winning entry is an Internet or other computer entry, potential winner may be required to provide Sponsor proof that the potential winner is the authorized account subscriber of the email address or social media account associated with the potentially winning entry.

Sponsor reserves the right in its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes, to be in violation of the Terms of Use or Privacy Policy of any Sweepstakes-related website, to be acting in violation of these Official Rules, or to be acting in a disruptive manner or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to seek remedies and damages for any fraudulent activities to the fullest extent permitted by law, including criminal prosecution.

All taxes are the responsibility of winner. Winner is solely responsible for paying all applicable federal, state and local taxes based upon the retail value of the prize as set forth in these Official Rules and for any other expenses not specifically set forth herein.

**COMPLIANCE WITH LAW / GOVERNING LAW / VENUE:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, are subject to and shall be construed in accordance with the substantive laws of the State of Tennessee without regard to conflicts of law principles. Entrants consent to the exclusive jurisdiction of state and federal courts in the State of Tennessee with respect to any disputes hereunder and to venue in any such state or federal court.

**DATA COLLECTION:** Any data collected through this Sweepstakes will be handled in accordance with Sponsor's Privacy Policy.

**WINNER'S LIST:** The name of the winner is available upon request by mailing a stamped, self-addressed envelope for receipt by May 14, 2024 to "Winner's List: "Dover Motor Speedway Event Marketing Sweepstakes"," Dover Motor Speedway, Inc. P.O. Box 843, Dover, DE 19903, ATTN: Marketing Dept.

**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 or Twitter. 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.