

## OFFICIAL SWEEPSTAKES RULES

### VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Sweepstakes Name: Talladega VIP Experience (the "Sweepstakes") Giveaway HQ

Address: 1521 Georgetown Rd. Hudson, OH. (Kaulig Companies HQ)

**This Sweepstakes is sponsored solely by Kaulig Companies ("Sponsor").** Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor by email at [info@kauligmedia.com] or by mail at the address written above. For a copy of these "Official Sweepstakes Rules," please visit the participating website at [https://www.kauligracing.com/giveaway-terms-and-conditions/] (the "Website").

**List of Winner:** For the name of the Winner send a stamped, self-addressed envelope (unless otherwise prohibited by local law), to: Kaulig Companies, <Talladega VIP Experience> at 1521 Georgetown Rd. Hudson, OH. All requests must be received within three (3) months after the end of the Sweepstakes Period.

**1. ELIGIBILITY.** This Sweepstakes is open only to individuals who (i) are legal U.S. residents of the Continental United States and the District of Columbia, excluding Rhode Island (ii) who are 18 years of age or older at the time of entry ("Entrant").

The Sweepstakes is subject to all applicable federal, state, and local law and regulations.

Void where prohibited or restricted by law.

Employees, contractors, officers and directors of Sponsor, its affiliates, parent companies, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, and any third party prize provider(s) and/or prize fulfillment service for this Sweepstakes (collectively, the "Sweepstakes Entities"); and members of the immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) of any of the above individuals are not eligible to participate in the Sweepstakes or win the Prize.

**Eligibility Frequency Limits:** The Sponsor may set limitations on how frequently an individual can be eligible to win more than one prize within a specified time period. For national sweepstakes/contests, an individual may win only once (1) every fifteen (15) days. However, the same individual may not win more than one trip to a specific event. For local sweepstakes/contests, an individual may win only once (1) every seven (7) days. An individual may not win more than three (3) times in one month. Only one (1) winner per household is permitted in any contest or sweepstakes. "Household members" shall mean people who share the same residence at least three (3) months a year. Limit to one (1) entry per unique email address.

**2. TIMING:** Sweepstakes begins on August 6th 2024 at 12:00:00 a.m. ET and ends at 11:59:59 p.m. ET on September 6th 2024 ("Sweepstakes Period").

The Sponsor's computer is the official time-keeping device for this Sweepstakes.

### **DESCRIPTION OF SWEEPSTAKES/HOW TO ENTER.**

During the Sweepstakes Period, Participant needs to complete form on <https://www.kauligracing.com/giveaway-terms-and-conditions/> (sweepstakes website) and click submit button. **Limit:** One (1) entry per email address during the Sweepstakes Period. Entries must contain all information requested to be valid.

Multiple entrants are not permitted to share the same email address. Should multiple users of the same e-mail account as applicable, enter the Sweepstakes and a dispute thereafter arises regarding the identity of the entrant, the authorized account holder of said e-mail account at the time of entry will be considered

the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider, telephone service provider or other organization which is responsible for assigning e-mail addresses, phone numbers or the domain associated with the submitted e-mail address. Proof of submission of an entry shall not be deemed proof of submission or receipt by the Sponsor for online entries. When applicable, the Sponsor's computer will be deemed the official time keeping device for the Sweepstakes. Entries will be disqualified if incomplete and/or if prohibited multiple entries in excess of the 1-entry-limit are received. All entries become the property of Sponsor and will not be acknowledged or returned.

By participating, Entrant agrees (a) to be bound by these Official Sweepstakes Rules; (b) as between Entrant and the Sponsor, that the decisions of the Sponsor are final on all matters relating to the Sweepstakes; (c) Entrant is not participating on behalf of any employer or third party; (d) in the event that Entrant does not comply with these Rules, that Entrant will be disqualified and chance of winning the Prize (if any) will be forfeited; and (e) (when applicable) the potential winner and/or finalist must be available to participate in any portion of the Sweepstakes that participation may be required to be considered eligible.

**Pursuant to Instagram promotion guidelines, this Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Instagram.**

The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, misdirected, mutilated, or incomplete entries, regardless of cause.

**3. WINNER SELECTION.** On or about *September 6<sup>th</sup>, 2024*, the Sponsor will randomly select one (1) potential Sweepstakes winner (the "Winner") from among all eligible entries collectively received during the Sweepstakes Period (the "Drawing"). The Drawing will be conducted by representatives of Sponsor whose decisions regarding the Sweepstakes and the application of these Official Sweepstakes Rules are final and binding.

Potential Sweepstakes winner is subject to verification, including verification of eligibility. If an Entrant is unable to verify his/her information, the Entrant will automatically be disqualified and their Prize, if any, will be forfeited. **The Sponsor reserves the right to determine an alternate winner in accordance with these Official Sweepstakes Rules in the event that that any winner is disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Sweepstakes events.**

**Winner Notification:** Winner will be notified on or about *September 6<sup>th</sup>2024*, via email. In the event the Winner doesn't respond to Sponsor's notification or does not accept the Prize within two (2) days of notification, the Prize will be deemed forfeited and an alternate Winner will be selected. In the event that any one or more potential Winner(s) fails to respond as stated above, declines the Prize or fails to provide signed affidavits or releases, such Winner(s) will be deemed to forfeit the Prize and Sponsor will select an alternate Winner(s) from the remaining eligible entrants. Any such alternate winner is subject to the same notification and response obligations. If any alternate(s) Winner(s) similarly fails to respond or declines the Prize, and Sponsor is unable to confirm a Winner after three (3) good faith attempts, the Prize will be finally forfeited and may not be awarded, and Sponsor shall have no further liability in connection with this Sweepstakes.

The Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of Entrants. The Sweepstakes Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a finalist and/or potential winner(s).

As a condition of participating in the Sweepstakes, Entrants agree and acknowledge that in order to receive a Prize and be deemed a Winner, Entrants must sign an official waiver form provided by the Sponsor and agree to the terms herein, including but not limited to the Prize Conditions (defined below). The potential prize winner may (in Sponsor's sole discretion) be required to sign and return a declaration of eligibility and any other form necessary to verify eligibility, along with the

required releases within twenty-four hours after the first delivery attempt to Entrant's e-mail address in order for the potential prize winner to be qualified for the Prize, unless otherwise stated herein or at the time of notification. The potential prize winner's failure to return all required forms within this time period may result in the potential winner being disqualified and, in such event, the Sponsor may randomly select an alternate winner from among all remaining eligible entries, as determined by Sponsor in its sole and discretion.

4. **PRIZE(S).**

One (1) Grand Prize (the "Prize"):

- **Admission for Four (4) to the YellaWood 500 at Talladega Superspeedway on October 6<sup>th</sup>. This experience also includes as behind the scenes hauler and garage tour.**

Ten (10) Alternate Prizes (alternate "prize")

- Special addition diecast car featuring winning paint scheme

Approximate Retail Value ("ARV"): \$100

All prizes provided by: Kaulig Companies

Odds of Winning: The odds of winning the Prize solely depend on the number of eligible entries received.

No more than the advertised number of prizes shall be awarded. The Prize is subject to certain terms and conditions as specified herein. The Prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. Sponsor is not the supplier or guarantor of any prize, unless otherwise specified. Prizing will be fulfilled by Kaulig Companies. The Prize will only be awarded if properly claimed according to these Official Sweepstakes Rules. All costs and expenses related to the Prize acceptance, the Prize, and/or Prize use not specified herein as being provided are the sole responsibility of Winner(s).

**NAMES, LOGOS AND OTHER MATERIALS ARE USED FOR PURPOSES OF SWEEPSTAKES AND/OR PRIZE DESCRIPTION ONLY. ALL TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE DRESS, PRODUCT NAMES AND LOGOS APPEARING IN THE SWEEPSTAKES ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS; USE DOES NOT IMPLY AFFILIATION OR ENDORSEMENT.**

Some or all of the following prize conditions may apply, depending on your prize.

**FOR PROMOTIONAL CARDS:**

Promotional cards shall include and herein be referenced as "promotional card(s)" collectively to any prefunded bank card, a gift card, an electronic gift card, stored-value card or certificate, a store card, merchant card, voucher for services or goods, a gift certificate or similar instrument and other redeemable instruments with value credit or the like that may be awarded are subject to terms, conditions and restrictions as set by issuer. \*Promotional cards are subject to the terms of use, applicable conditions and restrictions, including any expiration dates, promulgated by issuer of card. The promotional cards are not transferable, redeemable for cash or exchangeable for any other prize. Redemption of the promotional card will be subject to the standard terms, conditions and restrictions applicable to the participating merchant and or the card issuer in effect on the day of issuance of the promotional card. The promotional card cannot be redeemed for the purchase of other promotional cards. Except as required by law, the promotional card cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. The Sponsor is not responsible if any promotional card is lost, stolen, destroyed or used without permission. If the promotional card is lost or stolen, it will not be replaced. No substitutions allowed except by Sponsor at its sole discretion for a prize of comparable value.

*Conditions and restrictions may apply.* Limit: One (1) prize per person/household. ALL PRIZES ARE AWARDED "AS IS" AND THE SPONSOR DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

5. **ELIMINATION AND DELIVERY DISCLAIMER.** (a) The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Sponsor determines (in its sole discretion) is or is attempting to: (i) tamper with the Website and/or any part of the Sweepstakes; (ii) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten or harass any other entrants, the Sponsor, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violates these Official Sweepstakes Rules or the Terms of Use of the Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE SPONSOR AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS SWEEPSTAKES. The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter or evaluate repeatedly is prohibited. The Sponsor disclaims all liability for any delays, mis delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

Released Parties are not responsible for: (1) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an Entrant's ability to participate in the Sweepstakes; (2) any injury or damage to Entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes; (3) 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 Sweepstakes; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Sweepstakes; or (6) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

The Sponsor further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Sweepstakes, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Sweepstakes and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Sponsor, it is impossible or impractical to complete or conduct the Sweepstakes as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Sweepstakes, by any human error which may occur in the execution of this Sweepstakes, or any other causes which effect the operation of the Sweepstakes or the rules of the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not an Entrant in the Sweepstakes and/or (ii) stop or conclude the Sweepstakes at any time without prior notice. In the event the Sweepstakes is terminated, Sponsor will award the Prize in a random drawing from all eligible entries received prior to termination. Material changes to the Official Sweepstakes Rules will be posted to the Website, when practical. In the event of termination of the Sweepstakes by Sponsor, Sponsor reserves the right to award any prize(s) in a manner deemed fair and equitable by Sponsor.

6. **PUBLICITY.** Except where prohibited, by accepting a Prize, Winner grants the Sponsor permission to use their names, characters, images, voices, and likenesses worldwide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Winner's name may be included in a publicly available winners list.

7. **USE OF PERSONAL INFORMATION.** The Sponsor will retain and use the Entrant's personal data in accordance with, and subject to, the Sponsor's Privacy Policy located here. In the event that Entrant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Sweepstakes, Entrant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth in the third party's privacy policy.

8. **RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY.** By participating in the Sweepstakes, each Entrant agrees to release and waive any and all claims of liability against the Sweepstakes Entities, and its affiliates, Instagram and any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") from any and all disputes, claims, causes of action, liability, loss or damage (including personal injury) arising out of or incurred with respect to the conduct of or participation in the Sweepstakes, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every Entrant.

By accepting the Prize, Winner hereby agrees to, where allowed by law, sign a publicity release confirming consent to use the Winner's name/likeness as set forth in Section 6 prior to acceptance of the Prize.

The Released Parties are not responsible or liable to any Entrant or Winner or any person claiming through such Entrant or Winner for failure to supply the Prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity, including, but not limited to restrictions on travel, movement, and large gatherings, (whether or not the action, regulations, order or request proves to be invalid), national emergency, equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, viral or communicable disease outbreak, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Sweepstakes Entities' sole control. Upon awarding the Prize, the Sponsor will have no further obligation to Winner.

9. **TAXES.** Any valuation of the Prize stated above is based on available information provided to the Sponsor, and the value of the Prize awarded to the Winner may be reported to the IRS as required by law. The Winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related to acceptance and use of the Prize. The Winner must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before the Prize will be awarded. Any person winning over \$600 in prizes from the Sponsor in a calendar year will be issued an IRS Form 1099 reporting the value of those prizes to the IRS.

10. **BINDING ARBITRATION.** Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Ohio law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if

the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

11. **COMPLIANCE WITH LAW AND GOVERNING LAW.** All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Sweepstakes Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 11 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Ohio, in the City of Cleveland.

12. **Entrant Warranty.** Each Entrant represents and warrants that their entry does not (1) include any personally identifiable information of any person other than Entrant; or (2) otherwise violate any applicable law.

13. **No Third-Party Sponsor.** This Sweepstakes is in no way sponsored, endorsed, or administered by, or in association with any person or other entity, including any third party, other than Sponsor.

14. **License Grant.** By submitting an entry to the Sweepstakes, Entrant grants Sponsor, its agents, licensees, and assigns, an irrevocable, perpetual, worldwide, royalty-free, non-exclusive right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use an Entrant's entry and any information provided with the entry as-is or as-edited (with or without Entrant's name, image and likeness) in any media throughout the world for any purpose, without limitation, and without additional review, compensation or approval from Entrant, except where otherwise prohibited by law.

15. **Severability.** If any provision(s) of these Official Sweepstakes Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.