

**OFFICIAL RULES FOR THE  
“Fan Memories Fan of the Month Contest”**

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

**SWEEPSTAKES PERIOD:** The “Fan Memories Fan of the Month” (“Contest”) begins February 1, 2019 at 9: AM Eastern Standard Time (“EST”) and ends on November 30, 2019 at 9:00 AM EST (the “Contest Period”).

**HOW TO ENTER:** During the Contest Period, there is one (1) way to enter: **(1) Online:** Visit [www.RichmondRaceway.com/fanofthemoth](http://www.RichmondRaceway.com/fanofthemoth) and follow the directions prompting an entrant to post one (1) photo in JPG format showing entrant’s favorite memory from Richmond Raceway and complete the entry form to receive one (1) entry into the Contest. Entries generated by script, macro or other automated means or by any means which subvert the entry process are void. 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 Administrator 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:** Contest is open to legal residents of the fifty (50) United States, including the District of Columbia who are of the age of majority or older in the applicable jurisdiction. Employees of Richmond International Raceway, LLC (“Administrator”), 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. Contest is subject to all applicable federal, state and local laws. Void where prohibited by law.

**REQUIREMENTS OF PHOTO ENTRIES:**

An Entry may not contain, as determined by Administrator, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains 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;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

By entering, entrant warrants that the Entry is (1) original and does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity, (2) has not been previously published, and (3) has not won any previous awards. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Administrator in the manner set forth in these Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Administrator reserves the right to request proof of these permissions in a form acceptable to Administrator from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant

warrants and represents that he/she and any persons appearing or who are identifiable in the Entry, consent to the submission and use of the Entry in the contest and to its use as otherwise set forth herein.

**OWNERSHIP/USE OF ENTRIES:** By submitting an Entry, each entrant agrees Administrator shall own the Entry submitted (including all rights embodied therein) and that it and its designees may exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, further permission or notification to entrant or any third party.

**DRAWING:** One (1) potential winner will be selected at the end of each month, beginning February 28, 2019 and ending November 30, 2019, each in a random drawing, from all eligible entries received. Odds of winning depend on the number of eligible entries received overall.

**WINNER NOTIFICATION:** Potential winner will be contacted via telephone or email and will be required to execute and return an affidavit of eligibility, a publicity release (except where prohibited), a liability release and a copy of his/her valid personal identification card bearing his/her photograph, name, age, and address within fifteen (15) days of date of issuance. The execution of additional releases and/or waivers of liability required by Administrator 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. Return of prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Administrator 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 Administrator'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, Administrator 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:** At the end of each month during the Contest Period, the following prizes will be awarded:

February – March winners will receive four (4) admissions and four (4) fanground passes to the Monster Energy NASCAR Cup Series race held on April 13, 2019.

April – August winners will receive four (4) admissions and four (4) fanground passes to the Monster Energy NASCAR Cup Series race held on September 21, 2019.

September – November winners will receive four (4) admissions and four (4) fanground passes to the Monster Energy NASCAR Cup Series race held in Spring 2020.

Approximate retail value ("ARV") of each prize is: \$450.00. Odds of winning depend upon number of eligible entries received. All applicable taxes, license, registration fees, insurance, and any other expenses not specifically listed herein (including ground transportation, meals, gratuity, etc. transportation) are the responsibility of each prize winner. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Administrator. No substitution, transfer or cash redemption of prizes is permitted, except by Administrator, which reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value. Total ARV of all prizes is: **\$4500.00**. All prize details are at Administrator's sole discretion.

**GENERAL CONDITIONS:** By entering this Contest and/or accepting any prize, entrant agrees: (1) to release, discharge and hold harmless Richmond International Raceway, LLC, 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 Contest 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 Administrator relating to participation in the Contest, selection of winners and awarding of prizes, which shall be final. Acceptance of any prize constitutes permission for Administrator 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 Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prize, or in any Contest-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 Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Administrator, will be disqualified and all associated entries will be void. Should any portion of the Contest be, in Administrator's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Administrator, corrupt or impair the administration, security, fairness or proper play, or submission of entries, or should the Contest be unable to run as planned for any other reason, Administrator reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner 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, ADMINISTRATOR 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 Contest shall be governed by the laws of the Commonwealth of Virginia. 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 Contest 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 Henrico County, Virginia; 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 Contest, 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 Agreement.

**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 winners' names will be posted on [www.richmondraceway.com](http://www.richmondraceway.com) the first of each month or they may be obtained by sending a properly stamped, self-addressed envelope to "Fan memories Fan of the Month Contest" C/O Richmond International Raceway, LLC, 600 E. Laburnum Ave, Richmond, VA 23222.

**ADMINISTRATOR:** This Contest is administered by RICHMOND INTERNATIONAL RACEWAY, LLC d/b/a Richmond Raceway, a Delaware corporation, having its principal place of business at 600 East Laburnum Avenue, Richmond, Virginia 23222.

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**CONSUMER PRIVACY:**

Richmond Raceway's privacy policy located at <http://www.rir.com/About-The-Track/Privacy-Policy.aspx>

Eternal Fan's privacy policy located at <https://fanmemories.net/privacy-policy/>