

**“Buy Your Build List” Giveaway
OFFICIAL RULES (“Rules”)**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE’S CHANCES OF WINNING

1. **SPONSOR:** Speedway Motors, Inc., 340 Victory Lane, Lincoln, Nebraska 68528 (“Sponsor”), is solely responsible for all aspects of this Giveaway (“Giveaway”).
2. **ENTRY:** During the period commencing at 8:00:00 a.m. CT on August 28, 2023, and ending at 11:59:59 p.m. CT on September 1, 2023 (“Entry Period”), you may enter this Giveaway by:
 - A. Creating a new list, or adding at least one (1) item to an existing list, on the “My Lists” page of Sponsor’s website (located at speedwaymotors.com/buildlist).
 - B. Mailing a 3x5 piece of paper with entrant’s name, home address, telephone number and email address to “Buy Your Build List Giveaway”, 340 Victory Lane, Lincoln, Nebraska 68528.

Entering the contest by the methods described in either “A” or “B” above shall constitute an “Entry”. Mailed Entries must arrive at Speedway Motors within the Entry Period. Please print all information clearly and legibly. Illegible, incomplete, or late entries will be disqualified. By submitting an entry, you warrant that you are legally entitled and authorized to make such submission.

3. **LIMITATIONS:** Each Entry must be received by September 1, 2023. Entries must be made on an individual basis. Group Entries (i.e., an Entry purporting to be submitted by two or more people) will be disqualified. Open only to persons who have reached the legal age of majority in the state of residence at the time of submitting the Entry and be a legal resident of, and physically located within, one of the contiguous 48 United States or the District of Columbia (collectively, “Territory”). Entries from persons residing, or physically located, outside the Territory or who are under the age of majority will be disqualified. Employees, contractors and agents of Sponsor, its affiliates or successor entities (including immediate family members and members of the households of all such individuals) are not eligible to participate in the Giveaway. This prohibition on eligibility extends to all advertising, promotional or fulfillment agencies engaged by Sponsor in connection with this Giveaway (Sponsor and such agencies, collectively, referred to as the “Entities”). Neither the Entities, nor any of their respective officers, directors, shareholders, employees, agents or representatives (individually and collectively, “Releasees”) are responsible for Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, irregular in any way, late, lost, misdirected, multiple, mutilated, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for Entries that are not received due to interrupted or unavailable network, server or other connections, miscommunications, failed phone, computer hardware or software, telephone transmissions, garbled or jumbled transmissions, Internet connection or other technical failures, unauthorized human intervention, undeliverable emails resulting from any form of active or passive email filtering, insufficient space in entrant’s email account to receive email, or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes, even if caused by the negligence of any of the Releasees (each, a “Failed Entry”). Each such Failed Entry will be disqualified. This Giveaway is void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.
4. **PRIZE:** The following prizes will be awarded:

Ten prizes, together totaling \$5,000 in value, will be awarded. Ten winners will each be awarded

one electronic gift card valued at \$500 for use at Speedway Motors (each gift card hereinafter referred to as a "Prize"). Any portion of a Prize not accepted or used by any winner shall be forfeited. The Prizes are non-transferable. Sponsor will not substitute cash for any Prize, in whole or in part.

5. **PROCEDURES:** Giveaway is being conducted during the Entry Period. On or about September 5, 2023, in a random drawing, the potential winners will be selected by Sponsor from all eligible Entries received. Odds of winning depend upon the number of eligible entries received. In the event an alternate potential winner needs to be selected (as provided below) the same procedures will be used to select any such alternate potential winner as soon as practicable.
6. **WINNER:** The potential winners will be notified by email on or about September 5, 2023. At the sole discretion of Sponsor, disqualification, forfeiture and the selection of a potential winner may result from any of the following: [1] potential winner's failure to respond to notification within two (2) days after notification; [2] the return of an email notice as undeliverable, or the inability to reach potential winner by telephone, after three attempts; [3] potential winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; and [4] any other noncompliance with these Rules. In the event of a forfeiture of a Prize, Sponsor may, in its sole discretion, award or not award the forfeited Prize to an alternate winner.
7. **TAXES:** Sponsor disclaims any and all liability for federal or state income taxes attributable to each Prize on behalf of the winner. All applicable taxes on the Prizes are the sole responsibility of the winners. The winners will be issued a 1099 tax form in the amount of \$500.
8. **CONDITIONS:** By entering this Giveaway and/or accepting a Prize you may win, you agree, represent and/or warrant that: [1] you will abide by and be bound by the Rules and Sponsor's decisions, which shall be final in all respects; [2] upon submission, the Entry becomes solely Sponsor's property and will not be acknowledged or returned; [3] you release and hold harmless the Releasees from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, participation in, use, misuse, possession, loss or misdirection of a Prize; participation in the Giveaway or any Giveaway-related activity or travel or from any interaction with, or downloading of, computer Giveaway information; [4] the Releasees do not make any representation, warranty or guarantee, express or implied, relating to the Giveaway or the Prizes; [5] winner's acceptance of a Prize constitutes the grant to Sponsor and assigns of an unconditional right to use winner's name, address (city and state only), voice, likeness, photograph, biographical and Prize information and/or statements about the Giveaway for any programming, publicity, advertising and promotional purposes without additional compensation, except where prohibited by law, provided, however, if a winner resides in the state of Tennessee, winner can notify Sponsor of winner's decision to keep winner's name, voice, likeness, and photograph confidential; [6] the Releasees are not responsible for typographical or other errors in the offer or administration of this Giveaway, including but not limited to, errors in the advertising, Rules, selection and announcement of the winner and distribution of the Prize; [7] the Releasees are not responsible for any inability of the winner to accept or use a Prize (or any portion thereof) for any reason; and [8] Sponsor has the right to terminate the Giveaway or modify the Prize award procedures at its sole discretion.
9. **RULES & WINNER:** For information regarding the winners (for the three months following September 1, 2023 and/or to obtain a copy of the Rules (before September 1, 2023), mail your request along with a self-addressed, stamped envelope to: "Buy Your Build List" Giveaway Winners' List, Speedway Motors, Inc., 340 Victory Lane, Lincoln, Nebraska 68528. VT residents may omit return postage.
10. **LAW:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of entrants or Sponsor in connection

with any drawing or award, shall be governed by, and construed in accordance with, the laws of the State of Nebraska, without regard to conflict of law principles. Any cause of action by participants and/or winners with respect to the offer (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in above. The language in these Rules shall be interpreted as in accordance with its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with the offer of these Rules shall be brought solely in Lincoln, Nebraska. By participating and/or accepting a prize, participants and/or winners expressly submit to the exclusive jurisdiction of said courts and consent to extraterritorial service of process.

11. **PRIVACY:** By entering and providing the required entry information, you acknowledge that Sponsor may also send you information, samples or special offers it believes may be of interest to you about its products or other complementary goods offered by Sponsor. Information collected is subject to Sponsor's online privacy policy at <https://www.speedwaymotors.com/Info/PrivacyPolicy>. IF YOU DO NOT WISH TO SHARE YOUR INFORMATION, PLEASE DO NOT ENTER THIS PROMOTION.