### **OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING.

The "DRT 2025" Sweepstakes (the "Sweepstakes") is intended for legal residents of the United States of America ("USA") and Canada and shall only be construed and evaluated according to applicable USA law, Canadian law, and applicable state/province law. Do not enter this Sweepstakes if you do not have residency in the USA or Canada or are otherwise ineligible to enter in accordance with these Official Rules at the time of entry.

**SPONSOR/ADMINISTRATOR:** The Sweepstakes is sponsored and administered by Dirt Racing Association, LLC, P.O. Box 1680 Mooresville, NC. 28115 (the "Sponsor" and the "Administrator)

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the USA or Canada who are at least eighteen (18) years of age or have reached the age of majority in their respective state/province of residence at the time of entry (the "Entrants"). The Sponsor, the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing (collectively, the "Released Parties"), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void in Puerto Rico, USA territories or where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrant who is deemed the Winner (as defined below).

**AGREEMENT TO OFFICIAL RULES:** By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning the Grand Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER:** The Sweepstakes begins at 10 a.m. Eastern Standard Time ("EST") on April 14th, 2025, and ends at 8pm Central Time on December 6th, 2025 ("Sweepstakes Period"). The Sponsor's database computer is the official time-keeping device for the Sweepstakes. Four (4) methods of entry are as follows:

- 1. Via Online Purchase During the Sweepstakes Period, Entrants who make a purchase through the Sponsor's online shop at www.RaceDRT.com (the "Website"), will automatically receive one (1) entry into the Sweepstakes for every \$1 whole dollar spent.
- a. During the Sweepstakes Period, the Sponsor may have certain products receive a two (2X) to ten (10X) multiplier into the Sweepstakes for every whole dollar spent. The number of entries received will be based on the pretax amount of your eligible purchase excluding shipping/handling charges, less any discounts. Throughout the Sweepstakes Period, the Sponsor may announce Bonus Entries at the Website and/or on its social media pages, for opportunities to earn additional entries ("Bonus Entry Periods"). During the Bonus Entry Period, Entrants who make a purchase at the Website will automatically receive between two (2) and one thousand (10) times their qualifying entries. If an Entrant purchases a product receiving a multiplier during a bonus period, they will receive between 2x to 10x the bonus entries (i.e. 2x during a 100x bonus period will receive 200x total).

NOTE: ALL PURCHASES MADE FROM 4/14/25 THRU 12/6/25 WILL GENERATE SWEEPSTAKES ENTRIES FOR "DRT 2025". NOTE: ANY FRAUDULENT ACTIVITY IN CONNECTION WITH THIS SWEEPSTAKES IS STRICTLY PROHIBITED. IT IS FRAUDULENT TO PURCHASE ITEMS TO OBTAIN ENTRIES WITH THE INTENT TO RETURN THESE ITEMS AFTER THE SWEEPSTAKES ENDS. IF THE SPONSOR IDENTIFIES OR SUSPECTS THAT YOU ARE ENGAGED IN THIS OR ANY OTHER FRAUDULENT ACTIVITY, YOU WILL BE DISQUALIFIED AND BANNED FROM ANY FURTHER SWEEPSTAKES OFFERED BY THE SPONSOR.

2. Current VIP Member – During the Sweepstakes Period, Entrants who are current members will automatically receive the following number of entries based on their membership tier for each monthly transaction processed during the Sweepstakes Period:

**Bronze** – 75 Entries **Silver** – 200 Entries

Gold - 500 Entries

3. Via Membership Purchase – During the Sweepstakes Period, Entrants who purchase a membership through the Sponsor's Website will automatically receive the following number of entries based on their membership:

**Bronze** – 75 Entries **Silver** – 200 Entries **Gold** – 500 Entries

**4. Via Mail** - During the Sweepstakes Period, Entrants can obtain Sweepstakes entries by legible hand-printing, on a 3"x 5" card or paper, their full name, complete mailing address, phone number, date of birth, email address, and mailing the card in a #10 business-sized envelope, with proper postage affixed, to: "DRT 2025" Giveaway, PO Box 1680, Mooresville, NC. 28115 (the "Mail-In Entry"). All mail in entries must be received by November 20th. Each mailin entry received will be worth ten (10) Sweepstakes entries. If a mail-in entry is postmarked during a Bonus Entry Period, it will be worth between five hundred (500) to two hundred fifty thousand (250,000) Sweepstakes entries. For bonus entries to be valid, the Entrant must write between 2x to 1000x on the bottom left hand corner of the envelope to signify what Bonus Entry Period they are entering during. If an Entrant lists a Bonus Period that is inaccurate with the postmark date, the entry will be disqualified. \*\*NOTE: Mail-in entry card and envelope must be hand-printed by the Entrant only. In addition, Entrants are not permitted to use any 3rd party organization to assist with the entry process in any way (as determined by the Sponsor). Each Envelope must be mailed individually. Bulk shipments of entries will not be accepted. No correspondence will be acknowledged or entered into; request for confirmation of receipt of mail-in entries will not be acknowledged.

NOTE: ALL MAIL-IN'S POSTMARKED FROM 4/14/25 THRU 11/20/25 WILL GENERATE SWEEPSTAKES ENTRIES FOR THE "DRT 2025" SWEEPSTAKES.

To be valid, each entry must provide all requested information. Proof of entry information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Entries made by any other individual or any entity, and/or originating at any other website or email address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited, and no mechanically reproduced entries are allowed; all such entries are void. The Released Parties are not responsible for late, incomplete, delayed, undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned except as provided herein. By participating, you consent to Sponsor's and its agents' use of your personal information for the administration of this Sweepstakes, or in any other manner consistent with Sponsor's Privacy Policy, available at <a href="https://www.RaceDRT.com">www.RaceDRT.com</a>

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs, (ii) tampering, unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prize (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of the Prize (defined below). Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute.

Except as expressly provided above, IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. Released Parties are not liable in the event that any portion of the Sweepstakes is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR PROVINCE OR TERRITORY OF THE USA OR CANADA ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

**DRAWING AND NOTIFICATION:** The potential Prize Winner will be selected in a random drawing conducted by the Administrator. The Prize drawing will be conducted on December 6<sup>th</sup> 2025. Odds of winning the Prize will depend on the total number of eligible entries received throughout the Sweepstakes Period. The potential Winner will be contacted directly by the Sponsor/Administrator via phone, email, and/or USPS mail.

GRAND PRIZE: There will be one (1) Grand Prize available.

The *Grand Prize Winner* ("Winner"), upon the Administrator's confirmation of eligibility, will receive a 2025 DRT Dirt Late Model valued at \$60,000 and a \$20,000 prize check/cash (collectively the "Prize" or "Grand Prize"). Approximate Retail Value ("ARV") - \$80,000. The value of the Prize set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If actual value of the Prize is lower than the stated ARV when the Prize is procured and fulfilled, then the difference will not be awarded.

Any costs associated with registration and licensing of the automobile is the sole responsibility of the Winner. All other expenses associated with Prize acceptance or usage not mentioned herein are the sole responsibility of the Winner. Prize vehicle will be awarded "AS IS" without warranty by Sponsor of any kind. Winner acknowledges that Sponsor has not made nor is in any manner responsible for any warranty, representation, or guarantee, express or

implied, in fact or in law, relative to any Prize offered in the Sweepstakes, including but not limited to its quality, safety, mechanical condition or fitness for a particular purpose. Prize vehicle may not meet safety or emissions testing required in some states, and/or counties/municipalities. Winner is responsible to check their state/county for applicable emissions requirements and safety inspection requirements prior to accepting the Prize and must use vehicle in accordance with those regulations. The Winner must agree to pick up prize vehicle at a Sponsor-specified location in Mooresville, North Carolina within thirty (30) days of drawing/notification of availability from the Sponsor; failure to take delivery within thirty (30) days of availability could cause prize to be forfeited and awarded to an alternate winner. The Winner must possess required travel documents (e.g., a government-issued ID, passport), as applicable. The Winner must have a valid driver's license which permits operation of Prize vehicle in the Winner's state/province/territory of residence and evidence of legally required insurance prior to taking delivery.

NOTE: Substitution, assignment or transfer of the Prize is not permitted, except by Sponsor, who reserves the right to substitute the Prize or any Prize component with another of equal or greater value.

ADDITIONAL PRIZE CONDITIONS: By accepting the Prize, the Prize Winner agrees to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize in question. The potential Winner must sign and return to the Administrator, within three (3) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release (if USA resident) or a Declaration of Compliance (if Canadian resident) in order to claim the Prize. The Winner may also be requested to complete an IRS W9 form (or W8-BEN for a Canada resident). Note: The Affidavit sent to a USA potential Winner will require that the Winner provide their Social Security Number to the Administrator. which will be used solely for tax reporting purposes. The Winner will be responsible for all local, state, and federal taxes associated with the receipt of the Prize. The Winner must note that the value of the accepted Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize (applicable to USA Winner only). The Winner is solely responsible for all matters relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to the potential Winner, if a potential Winner cannot be reached or does not comply with notification instructions within twenty-four (24) hours from the first notification attempt, if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected.

Should a selected Prize Winner be a Canadian citizen, the selected Entrant must answer correctly without assistance of any kind, whether mechanical, electronic, or otherwise, a mathematical skill-testing question posed by mail or telephone. If the selected Entrant fails to correctly answer the question, he/she will be disqualified, and another Entrant will be randomly selected. The potential Prize Winner who correctly answers the skill-testing question will be notified by telephone and/or mail and/or email at the Sponsors' discretion using the contact information provided at the time of entry. If the potential Winner is determined to be less than the age of majority in his/her province of residence, then the potential Winner will be disqualified, and an alternate winner will be selected in their place.

By accepting the Prize, where permitted by law, the Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. The Winner also acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize.

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's, province's, or jurisdiction's laws. By participating in the Sweepstakes, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a court within the State of North Carolina; (iii) 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 will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or

any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

**SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

**WINNERS LIST REQUEST:** To request confirmation of the first name, last initial, city, and state/province of residence of the Winner, please send a self-addressed, stamped business size envelope to: DRT 2025 Sweepstakes Winner List Request, P.O. Box 1680 Mooresville, NC. 28115

**SCAM ALERT** - Protect yourself from scams. If you are selected as a potential winner in one of our Promotions, our Administrator will contact you via the phone number and/or the email address you provided to the Sponsor on your order/mail-in entry form. You will NEVER be asked to provide a credit card, bank information or a payment of any kind as a condition of a prize award. Those are sure signs of Promotion scams. We do NOT use social media to contact winners of the Promotion. For a US Winner, prize winnings must be reported to the IRS when filing your tax returns, and any federal or state income taxes would need to be paid by you directly to the IRS.