

# SONOMA RACEWAY – SAVE MART PACE LAPS SWEEPSTAKES

## OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE DOES NOT IMPROVE AN INDIVIDUAL'S CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**ELIGIBILITY:** The Save Mart Pace Laps Sweepstakes is open to legal residents of the states of California and Nevada only who are eighteen (18) years of age (or the age of majority in their state of residence) or older at the time of entry. This Sweepstakes is subject to federal, state, and local laws and regulations and void where prohibited by law. Employees, officers and directors, of Sonoma Raceway, Inc., Speedway Motorsports, LLC, National Association for Stock Car Auto Racing, LLC (“NASCAR”), The Save Mart Companies and their parents, subsidiaries, affiliates, agents, suppliers, partners, advertising and promotion agencies and all others engaged in the development, production or distribution of promotional materials or prizes for this Sweepstakes (**collectively, the “Sweepstakes Entities”**), and their immediate families (parents, siblings, children and spouses of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors, are ineligible to participate in this Sweepstakes.

**SPONSOR:** The sponsor is Sonoma Raceway, Inc. located at 29355 Arnold Drive Sonoma, CA 95476, (**“Sponsor”**). Sponsor will conduct this Sweepstakes substantially as described in these Official Rules.

**AGREEMENT TO RULES:** By entering this Sweepstakes, the participant (**“Entrant” “You” or “Your”**) agrees to abide by the Sponsor’s Official Rules and decisions, which are full and unconditionally binding in all respects. Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor’s sole discretion. By entering this Sweepstakes You represent and warrant that You are eligible to participate based on the eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this Sweepstakes.

**SWEEPSTAKES ENTRY PERIOD:** The Sweepstakes begins on Wednesday, April 19, 2023, at 12:00 a.m. Pacific Standard Time (PST) and ends on Friday, June 2, 2023, at 11:59 p.m. Pacific Standard Time (PST) (**the “Sweepstakes Period”**). To be eligible for the Sweepstakes, entries must be received within the specified Sweepstakes Period. Sponsor’s computer is the official time-keeping device for this Sweepstakes.

**HOW TO ENTER:** During the Sweepstakes Period, Entrants can enter by submitting an entry via the online form provided at <http://www.sonomaraceway.com/savemartpacecarlaps>. As an Entrant, Your entry must fully meet all Sweepstakes requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor’s sole discretion. Sponsor is not responsible for lost, late, incomplete, misaddressed, or otherwise misdirected Entries that are processed late or incorrectly or are lost due to a computer or electronic malfunction or other error. Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with this Sweepstakes.

If entering with a mobile phone or other web-enabled device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable charges. Entrants are solely responsible for any such wireless charges.

**PRIZE:** Four (4) prizes in total will be offered in the Sweepstakes:

The ARV of Prizes awarded in this Sweepstakes are as follows:

- Four (4) 1<sup>st</sup> prize winners each to receive (1) Pace Car Lap at the 2023 Toyota/Save Mart 350 (ARV \$275 each)
- 

Total ARV of all prizes to be awarded: **\$1,100.**

Limit one (1) prize per household. The actual/appraised Prize value may differ at the time the Prize is awarded. The Prizes shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. In the event a Prize is unavailable for any reason, Sponsor reserves the right, at its sole discretion, to substitute a Prize of equal or greater value. The Prize is non-transferable. The Winner, upon acceptance of the Prize, is solely responsible for all expenses related to the Prize, including without limitation any travel and all local, state, and federal taxes. The Winner shall not transfer assignment of the Prize to others nor shall the Winner request the cash equivalent or Prize substitution. By accepting the Prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law. Sponsor will ship the Prize to the Winner.

**ODDS:** The total number of eligible entries received determines the odds of winning.

**SELECTION AND NOTIFICATION OF WINNER:** Winner will be selected by a random drawing under the supervision of the Sponsor. Sponsor will notify the Winners by email/phone by **Monday, June 5, 2023.** Sponsor is not responsible for nor shall have no liability for a Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall the Sponsor be liable for a Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the Prize within seven (7) days from the time the award notification was sent, 2) is found ineligible, or 3) if applicable, does not complete and return an executed declaration and release within the specified timeframe, the Prize may be forfeited and an alternate Winner may be selected. Receipt of the Prize offered in the Sweepstakes by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. **IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

**RIGHTS GRANTED BY YOU:** By submitting an entry into this Sweepstakes, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees, successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the Sweepstakes, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

**TERMS AND CONDITIONS:** In its sole discretion, Sponsor reserves the right to modify, suspend, cancel, or terminate the Sweepstakes should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Sweepstakes. Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Individuals who tamper with

or attempt to tamper with the operation or entry process of the Sweepstakes or website or violates these Official Rules will be disqualified by Sponsor in its sole discretion. In its sole discretion, Sponsor has the right to maintain the integrity of the Sweepstakes, to disqualify any Entrant for any reason, including, but not limited to: multiple entries from the same user; multiple entries from the same computer beyond the number allowed by the Official Rules; or the use of bots, macros, scripts, or other technical means for entering. Attempts by any Entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. If any such attempt is made, Sponsor reserves the right to seek damages to the fullest extent permitted by law.

**LIMITATION OF LIABILITY:** Your entry into this Sweepstakes constitutes Your agreement to release and hold harmless Sponsor and the Sweepstakes Entities against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Sweepstakes or and/or the 1) Winner accepting, possessing, using, or misusing of any awarded Prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Sweepstakes; 5) electronic error or human error in the Sweepstakes administration or the processing of entries. Winner shall bear all risk of loss or damage to their prize after it has been delivered.

**DISPUTES:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF CALIFORNIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this Sweepstakes, that if any disputes cannot be resolved between the Entrant Sponsor and the Sweepstake Entities, and if causes of action arise out of or are connected with this Sweepstakes, they shall be individually resolved exclusively before a court located in the State of California having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the Entrant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes. The Entrant waives all rights to have damages multiplied or increased. EACH ENTRANT ACKNOWLEDGES AND AGREES, FOR HIMSELF OR HERSELF, TO WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS THE SWEEPSTAKES ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY FOR SUCH CLAIMS, INJURIES, DAMAGES, OR LOSSES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH ENTRANT FURTHER ACKNOWLEDGES AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND ANY SIMILAR LAW OF ANY OTHER JURISDICTION, ARE HEREBY EXPRESSLY WAIVED. THIS SECTION PROVIDES SUBSTANTIALLY AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH DEBTOR OR RELEASED PARTY.

**PRIVACY POLICY:** Information submitted with an entry is subject to the Privacy Policy stated on the Sponsor website. Click here <https://www.speedwaymotorsports.com/privacy/> to read the Privacy Policy.

**WINNERS LIST:** You may obtain a copy of the Winner(s) or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to 29355 Arnold Drive Sonoma, CA 95476 Requests must be postmarked no later than June 1, 2023.

**SOCIAL MEDIA CHANNELS:** The Sweepstakes is in no way sponsored, endorsed, administered or associated with Facebook, Instagram, YouTube, Twitter or any other social media channel in which the Sweepstakes may appear ("**Social Media Channels**"). You are providing your information to Sponsor and not the Social Media Channels and agree to fully release the Social Media Channels of all liability.

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.