

OFFICIAL RULES FOR THE “Phoenix Raceway Scavenger Hunt”

NO PURCHASE NECESSARY TO ENTER OR WIN.

PROGRAM PERIOD: The Phoenix Raceway Scavenger Hunt (“Program”) is a series of six (6) separate tier contests that will run from March 6, 2020 9:00 a.m. eastern standard time (“EST”) through March 8, 2020 at 11:59 p.m. EST (the “Program Period”).

HOW TO REGISTER: There are three (3) ways to participate in the Program during the Program Period:

(1) **Participate Onsite Using the Phoenix Raceway Mobile App (the “App”):** To participate using the App, each participant must: (a) download the App (the App works on iOS and most Android and Windows devices); (b) select the Phoenix Raceway Scavenger Hunt navigation icon; (c) visit the various Phoenix Raceway locations (each a “location” further described below) locations located throughout the Phoenix Raceway property during the Program Period; and (d) check in at each Station using the QR code scanning feature in the App. In order to check-in at each Station, each participant must use the App to scan the QR code at each Station to register and obtain badges. Only One (1) badge per Station location will be earned for each check-in at the Raceway, regardless of number of times a Station is visited. Each participant may earn a maximum of fourteen (14) badges by means of check-in. Message and data rates may apply with the use of the App.

(2) **Participate Onsite Without Using the App:** Visit the Stations during the Program Period. Record the Location ID# found under the QR code on each Station by taking photo or written note. After visiting Station(s), go to the Phoenix Raceway Guest Services located at the Raceway Midway and use the onsite tablets to create an account. You will be asked to submit the Location ID# for each Station visited. Each participant may earn a maximum of fourteen (14) badges by means of check-in using the App. To be eligible for the prizes, each participant must visit and record his/her visit at the appropriate number of Station(s) (i.e., to obtain entry to the Top Tier prize, an individual must obtain 14 badges which may be accomplished by visiting all 14 of the Stations).

(3) **Participate by Mail – In Request:** Mail a self-addressed, stamped envelope to 125 S Avondale Blvd Avondale, AZ 85323 ATTN: Phoenix Raceway Scavenger Hunt. Phoenix Raceway officials will mail the requestor cards to be completed and returned to PIR at the address previously listed. Once those cards are returned, individual will be sent the prize(s).

PHOENIX RACEWAY REWARD STATIONS: There will be fourteen (14) Stations placed within the Raceway property as specifically described below. Fourteen (14) stations will be in locations requiring paid admission. For a patron to receive the fourteen (14) badges without paying for admission, that patron must follow in the mail-in rules as denoted herein. Participants can only receive a maximum of fourteen (14) points regardless of where they check in or via what method is used. Each individual, phone, or email address may register to the Program.

These specific locations are:

1. Arizona Lottery Ticket Van
2. Championship Experience
3. Desert Diamond Casino West Valley Canyon
4. Driver Meeting Walk
5. Gamer Garage
6. Garage 1
7. Gatorade Victory Lane
8. MainGate Merchandise
9. Miller Lite Beer Garden
10. Pedestrian Tunnel
11. Phoenix Raceway Canyon
12. Portacool Chill Zone
13. Racing Electronics
14. Rudy's Trackside

Each Station will be equipped with a barcode for scanning by mobile app.

Badges are added up to move participants into different Tiers, opening their eligibility for more and larger prizes. Each Station may only count once towards badge total, per person, per email address, per mobile phone, regardless of method of registration.

To win prizes in each Tier, a participant needs the following number of badges:

- Tier 1 – Collect one badge
- Tier 2 – Collect two badges
- Tier 3 – Collect three badges
- Tier 4 – Collect six badges
- Tier 5 – Collect nine badges
- Tier 6 – Collect thirteen badges

Badges are cumulative – for example, should a participant use their one (1) badge to redeem for a prize in Tier 1, that same participant still retains that one (1) badge and need only to visit one (1) more station

to collect another badge and be eligible for Tier 2, and so on until the participant collects all fourteen (14) badges.

The same person may win prizes within each Tier for which they become eligible (participants do not lose badges once they receive a prize). Registrations received from any person or email address in excess of the limitation will be void. All information used for registrations become the sole property of the Sponsor and will not be returned. Released Parties (as defined below) are not responsible for lost, late, stolen, garbled, incomplete, damaged, delayed, illegible, mutilated, or misdirected registrations. Incomplete, illegible, or fraudulent registrations will be void. Registrations generated by script, macro or other automated or mechanical means or by any means which subvert the entry process are void.

ELIGIBILITY: Program is open to legal residents of the fifty (50) United States, the District of Columbia, and legal residents of Canada who are of the age of majority or older in the applicable jurisdiction, province or territory of residence. Please note that if the winner of one of the pools is a resident of Canada, said winner must answer correctly an unaided and time-limited mathematical question before being able to claim their prize. Employees of Phoenix Speedway, LLC (“Sponsor/PIR”), and 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. Program is subject to all applicable federal, state and local laws. Void where prohibited by law.

WINNER NOTIFICATION: For all prizes winners will be contacted by text and/or email at the numbers/addresses they provide upon registration. When contacted, they will receive information on how to claim their prize(s). A list of winners will be posted online at: www.phoenixraceway.com. The execution of additional releases and/or waivers of liability required by Sponsor 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. Certain prizes may require a background check prior to redemption. If any potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor 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.

PRIZES: Various prizes will be available during the Program Period. For an exact list of all prizes being distributed within each Tier, please see below.

- Tier 1 Racing Electronics 15% off code (ARV \$0)
- Tier 2 MainGate 15% off code (ARV \$0)
- Tier 3 Miller Lite Branded Item (ARV \$1)
- Tier 4 AMR Water Bottle (ARV \$1)
- Tier 5 Arizona Lottery Scratcher (ARV \$5)
- Tier 6 Rudy’s BBQ Gift Card (ARV \$10)

Approximate Retail Value (“ARV”) of all the prizes overall is \$3,400. All applicable federal, state and local taxes, any other expenses associated with prize acceptance and use not specifically listed herein as being provided are the responsibility of each winner, including ground transportation, luggage fees, meals, gratuities, and delivery charges. Prizes are awarded “as is” with no warranty or guarantee, either express

or implied by Sponsor. No substitution, transfer or cash redemption of prizes is permitted, except by Sponsor, which reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value. All prize details are at Sponsor's sole discretion.

GENERAL CONDITIONS: By registering for this Program and/or accepting any prize, entrant agrees: (1) to release, discharge and hold harmless Sponsor, 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 Program or from the acceptance and use/misuse of any prize; (2) to abide by, and be bound by these Official Rules and the decisions of the Sponsor relating to participation in the Program, selection of winners and awarding of prizes, which shall be final. Acceptance of any prize constitutes permission 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 Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing of entries, the announcement of the prizes, or in any Program-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 Program. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Program or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Program or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Program be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, or should the Program be unable to run as planned for any other reason, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Program and, if terminated, at its discretion, select the potential winners 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 PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR 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.

PRIVACY POLICY: Information collected by Sponsor in connection with this Program may be used by Sponsor in accordance with applicable data protection laws and the Mobile App Privacy Policy posted on <https://www.phoenixraceway.com/Footer/Privacy-Policy.aspx>. To access your personal information for purposes of opposing, reviewing, changing or eliminating same, follow the instructions set forth in the Privacy Policy.

FORUM SELECTION: This Program shall be governed by the laws of the State of Arizona. 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 Program or prizes awarded shall be resolved individually without resort to any form of class action in and for Maricopa County, Arizona 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 Program, 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 Program.

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 as prizes are won on www.phoenixraceway.com from March 6-8, 2020, with the grand prize drawing done on March 9, 2020 and posted thereafter or they may be obtained by sending a properly stamped, self-addressed envelope to the Phoenix Raceway Scavenger Hunt c/o PHOENIX SPEEDWAY, LLC, at 125 S Avondale Blvd.

Avondale, AZ 85323. Mail-in winners' list requests must be postmarked by March 10, 2020 and received by August 20, 2020. Requests not postmarked and/or received by the specified will not be honored.

SPONSOR: This Program is sponsored by PHOENIX SPEEDWAY, LLC d/b/a Phoenix Raceway, having its principal place of business at 125 S Avondale Blvd Avondale, AZ 85323.

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