

# OFFICIAL RULES BRISTOL MOTOR SPEEDWAY RACE DAY SWEEPSTAKES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** THE BRISTOL MOTOR SPEEDWAY RACE DAY SWEEPSTAKES (THE "SWEEPSTAKES") BEGINS AT 2:00 P.M. CENTRAL STANDARD TIME ("CST") ON MARCH 22, 2017, AND ENDS ON APRIL 14, 2017, AT 11:59 P.M., CST (THE "PROMOTIONAL PERIOD"). ADMINISTRATOR'S COMPUTER WILL BE THE OFFICIAL TIME-KEEPING DEVICE FOR THE SWEEPSTAKES.

**ELIGIBILITY:** THE SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE STATES OF KENTUCKY, TENNESSEE, AND VIRGINIA WHO LEGALLY RESIDE IN ONE OF THE COUNTIES LISTED IN THE CHART BELOW AND WHO ARE 21 YEARS OF AGE OR OLDER, WITH A VALID DRIVER'S LICENSE AT TIME OF ENTRY ("ENTRANT"). ALL OTHERS ARE INELIGIBLE TO ENTER AND WILL BE DISQUALIFIED. VOID WHERE PROHIBITED OR RESTRICTED. Employees of Chevrolet Motor Division, General Motors LLC, Mountain Empire Chevy Dealers Local Marketing Association., ("Sponsor"), Synergy Marketing Partners ("Administrator"), participating Chevrolet Dealerships, Jack Morton Worldwide, Agency 720, Bristol Motor Speedway, LLC, and their respective employees, parents, affiliates, subsidiaries, dealerships, distributors, and their advertising and promotion agencies (collectively the "Released Parties") and the members of their immediate families (spouses and parents, siblings, children and their spouses and in-laws) and persons living in the same household with such individuals (whether related or not) are not eligible to enter or win.

<u>*Participating Dealer Group Market</u>	<u>Eligible Counties</u>
Tri-Cities, TN	<b>TENNESSEE:</b> Carter, TN ~ Greene, TN ~ Hancock, TN ~ Hawkins, TN ~ Johnson, TN ~ Sullivan, TN ~ Unicoi, TN ~ Washington, TN ~ <b>VIRGINIA:</b> Buchanan, VA ~ Dickenson, VA ~ Lee, VA ~ Russell, VA ~ Scott, VA ~ Smyth, VA ~ Washington, VA ~ Wise, VA ~ <b>KENTUCKY:</b> Letcher, KY

**AGREEMENT TO THE OFFICIAL RULES:** By participating, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor and/or Administrator, which are binding and final on all matters relating to this Sweepstakes. This Sweepstakes is subject to all applicable federal, state, and local laws. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**TO ENTER:** There will be ten (10) Sweepstakes Prize Winners determined by random drawing from all eligible Entries during the Promotional Period from all methods and points of entry.

**On-Line:** To enter the Sweepstakes on-line during the Promotional Period, visit <http://tricitie.syns.co/sweeps/NASCAR> (the "website") and follow the provided instructions to complete and thereafter submit the entry form with the required contact information and submit as directed ("On-line entry".) ON-LINE ENTRIES MUST BE SUBMITTED BY 11:59 P.M. CST ON APRIL 14, 2017, if you elect to visit the website and participate in the Sweepstakes via your mobile phone, standard data fees will apply. See your wireless provider for pricing plan details.

On-line Entries are hereinafter referred to as "Entry" or "Entries."

**LIMIT:** There is a limit of one (1) entry per person regardless of method of entry. Multiple entrants are not permitted to share the same email address. No mechanical reproductions of Entry forms permitted. Any attempt by any participant to obtain more than the stated number of Entries by using multiple/different identities, registrations or any other methods will void that participant's Entries and that participant may be disqualified. Entrants are responsible for all charges imposed by their Internet service provider, including any applicable taxes on such services, in connection with submission of an entry. Administrator is not responsible for lost, late, incomplete, invalid, unintelligible, unreadable, or misdirected registrations, which will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. All Entries become the property of Sponsor and/or Administrator and will not be acknowledged or returned. Please also see the "Entrant's Personal Information" section below, of these Official Rules.

**WINNER SELECTION:** There will be a total of ten (10) Sweepstakes Prize Winners. Administrator will select the potential Sweepstakes winners in a random drawing conducted on or about April 17, 2017, from among all eligible Entries received during the Promotional Period. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winners will be declared the official winners of the Sweepstakes (the "Winners"). Winners will also be contacted by the Administrator by telephone and/or email and will be required to complete and return an affidavit of eligibility, liability release, and except where prohibited by law, a publicity release form ("affidavit/release") within three (3) days of receipt. If the potential Winners' notification is rejected, returned, or deemed undeliverable or the potential winner fails to execute and return the affidavit/release within the specified time or if he/she is otherwise ineligible to receive the Prize, that potential winner will be deemed ineligible and the prize will be awarded to an alternate selected at an alternate drawing from all remaining eligible entries in that particular dealer group market. Prize Winners will be required to provide his/her social security number or tax id for tax reporting purposes as Administrator will file an IRS Form 1099 with the Internal Revenue Service for the approximate retail value of the prize if over \$600.00. In the event that the potential Prize Winners is disqualified for any reason, that prize will be forfeited and awarded to an alternate. Unclaimed prizes will not be awarded.

**PRIZE/ODDS:** There will be ten (10) Sweepstakes Prize Winners in this sweepstakes.

- Pair of tickets to the Food City 500® Race on April 23, 2017.
  - Located at the Bristol Motor Speedway® (151 Speedway Blvd, Bristol, Tennessee 37620.)

The Approximate Retail Value ("ARV") of each prize package: \$196.00.

The Approximate Retail Value ("ARV") of all prizing package: \$1,960.00.

**ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED.**

**GENERAL PRIZE RESTRICTIONS:** Prizes are subject to terms and conditions of issuer and ticket distributor and no substitution will be made except as provided herein at the Sponsor' sole discretion. Tickets are subject to certain terms and conditions and availability as specified by event promoter, ticket distributor, or venue. Winner and guests must comply with all venue, promoter, event, and ticket distributor rules and regulations. Failure to do so may result in forfeiture of such portion(s) of prize, which will not be replaced by Sponsor. Sponsor will determine all prize details, including exact seat location and date of race in their sole discretion. If any portion of prize or any other event or activity does not take place as planned for any reason, including but not limited to, cancellation, scheduling conflicts, lockout, labor dispute, strike, inclement weather, or an event of force majeure, the remaining components of the prize will be awarded and Sponsor obligation to the winner will be fulfilled, and no other additional compensation or substitution will be provided.

Winners are solely responsible for all costs associated with their individual prize, including but not limited to: all federal, state, and local taxes (including income and withholding taxes), transportation (including to and from event), travel expenses, and any other expenses related to the acceptance and use of the prize specified herein. Prizes may not be transferred or assigned. No cash or other substitution may be made, except by the Sponsor and/or Administrator, who reserve the right to substitute the Prizes in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor and/or Administrator in its sole discretion. All prize details are at Sponsor' or Administrator's sole discretion.

**PUBLICITY:** Except where prohibited by law, the acceptance of a Prize constitutes permission for Sponsor and/or Administrator to use the Winner's name, hometown, likeness, statements and other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without additional compensation, prize, incentive, consideration, consent or review; and upon request, the Prize Winner must provide written consent to such use.

**RELEASE:** By participating (a) Entrants release SPONSOR, Administrator, Employees of Chevrolet Motor Division, General Motors LLC, Jack Morton Worldwide, Agency 720, Bristol Motor Speedway, LLC, and their respective parents, affiliates, subsidiaries, dealerships, distributors, prize suppliers, attorneys, and their advertising and promotion agencies, the City of Bristol, and the County of Sullivan (collectively, "Released Parties"), from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the prize; (b) Entrants, by

participating, agree that Released Parties will have no liability whatsoever, and shall be held harmless by Entrants against any liability, for any injuries, losses or damages of any kind, including, but not limited to, death or destruction of property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize(s) (including any travel or activity associated thereto) or participation in this Sweepstakes; and (c) acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty representation or guarantee, expressed or implied, in fact or in law, relative to a prize, including, but not limited to, the prize quality or availability. The execution of additional releases and/or waivers of liability required by Bristol Motor Speedway, LLC and/or any other applicable sanctioning body or opportunity provider may also be required and returned within the time period specified by such entities, as appropriate.

**LIMITATIONS OF LIABILITY:** Neither Released Parties nor any service providers are responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage related to or resulting from participation in this Sweepstakes. Neither Released Parties nor any service providers are responsible for typographical or other error in the printing of Sweepstakes materials, the administration of the Sweepstakes, or the announcement of the prize winner, including any such error as may give an erroneous indication that a prize has been won. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS OR INSTANT WIN GAME, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

**GENERAL CONDITIONS:** Sponsor or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Administrator and/or SPONSOR, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, SPONSOR and/or Administrator reserve the right, at their sole discretion, to disqualify any suspect Entry or Entrant and to cancel, terminate, modify, or suspend, the Sweepstakes and randomly select the winner from valid entries received prior to action taken, or otherwise as may be deemed fair and equitable by the SPONSOR in its sole discretion. In the event of any cancellation, termination or suspension, notice thereof will be posted at the Website at <http://www.synmp.com/rules>. Entries not complying with all rules are subject to disqualification. Administrator reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. If any provision(s) of these Official Rules is held invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**GOVERNING LAW/JURISDICTION/DISPUTE RESOLUTION:** Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal, state and local courts for Sullivan County, Tennessee (b) 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 attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the SPONSOR in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Tennessee.

**WINNER'S NAME:** The names of the Prize winners are available after May 15, 2017 and may be obtained by sending a self-addressed stamped envelope to: Winner's Name, BRISTOL MOTOR SPEEDWAY RACE DAY SWEEPSTAKES c/o

Synergy Marketing Partners, 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, Illinois 60148, for receipt no later than July 15, 2017.

**ENTRANT'S PERSONAL INFORMATION:** By entering the Sweepstakes, you acknowledge that Sponsor and Administrator may use any personal information collected as part of the Sweepstakes entry form in accordance with Sponsor's privacy policy, located at <http://www.gm.com/privacy>, and Administrator's Privacy Policy, located at <http://www.SYNMP.com/privacy>.

**SPONSOR:** Mountain Empire Chevy Dealers Local Marketing Association, 3365 East Andrew Johnson Highway, Greeneville, Tennessee 37745.

**ADMINISTRATOR:** Synergy Marketing Partners, 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, Illinois 60148.

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