

MORE TO WIN, MORE TO LOVE TYSON® SWEEPSTAKES

OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.
A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.
VOID WHERE PROHIBITED**

ELIGIBILITY: The More to Win, More to Love Tyson® Sweepstakes (“**Sweepstakes**”) is open to legal residents of the forty-eight (48) contiguous United States or Washington, D.C., (excluding FL, NY and RD) 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 North Wilkesboro Speedway, Inc, Speedway Motorsports, LLC, NASCAR, LLC, Tyson and its, 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 North Wilkesboro Speedway, Inc located at 381 Speedway Lane, North Wilkesboro, NC 28659 (“**Sponsor**” and “**Sweepstakes Administrator**”). 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, March 29, 2023 at 7 p.m. Eastern Time (ET) and ends on Friday, April 28, 2023 at 11:59p.m. ET (**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 <https://www.northwilkesborospeedway.com/tyson>. 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 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. Limit one (1) entry per person per email. Multiple entries will be discarded.

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: The winner of the Sweepstakes will receive: A VIP weekend for two (2) including: (i) \$4,000 for Winner to use for travel & expenses to North Wilkesboro, North Carolina, (ii) race weekend parking passes and grandstand tickets for two (2) for Friday May 19 – Sunday May 21 2023,(iii) the ability to work the manual scoreboard for the prize winner for up to “50” laps during the Tyson 250 on Saturday, May 20, and (iv) the ability to go to the victory lane celebration post-race after the Tyson 250.

The total ARV of all prizes awarded in this Sweepstakes is \$4,950. 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. Winner will receive an IRS Form 1099 for the Value of the Prize. The winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any travel and lodging 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.

Seat and parking locations at the event shall be determined in the sole discretion of Sponsor. The event and event dates and times are determined in the sole discretion of NASCAR, Sponsor, or prize provider (as the case maybe), and may be subject to change. The terms and conditions of the prize awarded will govern in the event an event is not conducted due to weather conditions, an act of God, and an act of terrorism, civil disturbance or any other reason.

Winner and his/her guest agree to comply with all applicable regulations in connection with the Prize. Sponsor reserves the right to remove or to deny entry to anyone who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the event. The Sweepstakes Entities will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any event. Event tickets and passes awarded as prizes may not be resold or offered for resale. Any such resale may result in disqualification and prize forfeiture, and may invalidate the license granted by the event tickets

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 winner by email/phone by **Sunday, April 30, 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 two (2) 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.

GOVERNING LAW/JURISDICTION: EXCEPT WHERE PROHIBITED, ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsor in connection with the Sweepstakes will 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 (whether of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than North Carolina. The state and federal courts located in Mecklenburg County, North Carolina will be the exclusive forum for any dispute relating to these Official Rules and/or this Sweepstakes. All Entrants and Winners agree, by their participation in the Sweepstakes, to submit to the personal jurisdiction of the state and federal courts in Mecklenburg County, North Carolina and waive the right to contest jurisdiction.

PRIVACY POLICY: The personal information provided by Entrants may be used as provided in Sponsor's privacy policy at www.speedwaymotorsports.com and/or as provided in these Official Rules for details regarding use of the personal information collected in connection with this Sweepstakes. In the event of any conflict between these Official Rules and privacy policy, these Official Rules shall control. By participating in the Sweepstakes, Entrants grant Sponsor permission to correspond with them via email regarding the Sweepstakes, to share

Entrant's email address and any other personally identifiable information with the corresponding Sweepstakes Entities or third parties for the purpose of Sweepstakes administration, communication, fulfillment, or for any other purposes permitted by these Official Rules or privacy policy. Sponsor will not sell, rent, transfer or otherwise disclose Entrant's personally identifiable information to any third party other than as permitted by these Official Rules or privacy policy.

WINNERS LIST: To obtain the Winner's name or a copy of these Official Rules, send a request via email to legal@speedwaymotorsports.com or with a stamped, self-addressed envelope to Tyson, More to Love Sweepstakes, 5555 Concord Parkway, South, Concord, North Carolina 28027. Any requests for Winner and/or Official Rules must be received no later than May 31, 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.