

# NASCAR Giveaway Sweepstakes Rules

## ("Official Rules")

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

This **NASCAR Giveaway Sweepstakes** (the "Sweepstakes") is sponsored by:

- Tenacious Holdings, Inc., 1021 Bandana Boulevard East, Suite 220, St. Paul, MN 55108 (the "Sponsor")

**Eligibility:** The Sweepstakes is open to anyone who is at least eighteen (18) years of age and has reached the age of majority in their jurisdiction of residence at the time of entry and lives within the United States or Canada and has a valid email address. Employees, independent contractors, interns, officers, directors, and agents of Sponsor or any of Sponsor's parents, subsidiaries, and associated companies are not eligible to enter.

Limit in this Sweepstakes: one (1) entry per entrant.

**How to Enter:** Beginning 6/14, you may enter the giveaway by completing the NASCAR Giveaway form found at [ergo.zone/nascar-giveaway](http://ergo.zone/nascar-giveaway). There is a limit of one (1) entry per person.

**Agreement to Official Rules:** By entering the Sweepstakes, you indicate your full and unconditional agreement to, and acceptance of, (a) these Official Rules and (b) Sponsor's decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

By entering into this Sweepstakes, you confirm that you are at least 18 years old and have reached the age of majority in your jurisdiction of residence at the time of your entry.

No Purchase is Necessary. A Purchase Will Not Increase Your Chances of Winning. The Sweepstakes is subject to federal, state, municipal, and local laws and regulations and is void where prohibited.

Entry in this Sweepstakes does not constitute entry into any other promotion or contest. By entering this Sweepstakes, you unconditionally accept and agree to comply with and abide by these Official Rules and all decisions of Sponsor which shall be final and legally binding in all respects. Winning a prize is contingent upon fulfilling all requirements set forth herein. Void in Guam, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions and where prohibited by law.

Grand Prize and 2<sup>nd</sup> Place Prize winners will be issued 1099 tax forms for their prizes. 3<sup>rd</sup> Place Prize winner will be required to fill out 1099 tax forms.

**Entry Period:** The Sweepstakes begins at 5:00 p.m. Central Time on 6/14 and will conclude at 11:59 p.m. Central Time on 8/1. Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official timekeeping device for the Sweepstakes.

**Drawing:** After the Entry Period, on or about 8/3, Sponsor will select 1 winner per prize package in a random drawing of all entries received.

**Notification and Requirements of Potential Winners:** Sponsor will attempt to notify potential winners within five (5) business days of the drawing. If a potential winner does not respond within seven (7) calendar days after the notice is sent, the Sponsor will select an alternate potential winner

in his/her place. Only three (3) alternate potential winners will be contacted. Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release. If a potential winner fails to sign and return these documents within the required time period, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. Only three (3) alternate potential winners may be contacted.

**Prize(s):** One (1) grand, second place, & third place prize will be awarded.

**Description of Prizes:**

Grand Prize (Total Value: \$4,000) - One (1) lucky winner will receive the below package:

- Two (2) passes to the August 26<sup>th</sup> Xfinity Series NASCAR race at Daytona International Speedway. Passes include meet & greet with Jeb Burton, Pit Road access on race day, & seating in pit box above Jeb Burton pit.
- Two (2) \$500 Delta Airline gift cards

2<sup>nd</sup> Place Prize (Total Value: \$1,735) – One (1) lucky winner will receive the below package:

- One (1) Pit Boss Navigator 850 Grill
- One (1) Ergodyne 6000 SHAX Tent
- One (1) Ergodyne 48 qt. Cooler

3<sup>rd</sup> Place Prize (Total Value: \$332) – One (1) lucky winner will receive the below package:

- Online promo code for One (1) free pair of Rocky boots
- One (1) Ergodyne Premium Hydration Pack
- One (1) Ergodyne 6602 Cooling Towel
- One (1) Ergodyne Odin Eyewear

**General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize(s) at random from among the eligible entries received up to the time of the impairment. Sponsor 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 these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

**Release and Limitations of Liability:** By participating in the Sweepstakes, you agree to release and hold harmless Sponsor, its parent, subsidiaries, affiliates, the prize providers and each of their

respective officers, directors, employees, and agents (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: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury 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 , participation in, or use of any prize. You further agree 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's fees.

You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**Privacy and Use of Information Submitted; Publicity:** Any information you submit as part of the Sweepstakes will be used for purposes of this Sweepstakes and treated in accordance with Sponsor's Privacy Policy except as otherwise set forth in these Official Rules. Except where prohibited, participation in the Sweepstakes constitutes an entrant's consent to Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.

**Disputes:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Minneapolis/St. Paul, MN. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of MN, without giving effect to any choice of law or conflict of law rules (whether of MN or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than MN.

**Results:** To request a winners list, send a self-addressed, stamped envelope Tenacious Holdings, Inc., 1021 Bandana Boulevard East, Suite 220, St. Paul, MN 55018, Attn: Sweepstakes Winners. Requests must be received within four (4) weeks of the end of the Entry Period.