

## “zMAX SWEEPSTAKES”

### OFFICIAL RULES

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

**ELIGIBILITY:** To enter the “zMAX Sweepstakes” (“Sweepstakes”), you must, at the time of entry, (i) be a legal citizen of the United States and the District of Columbia, (ii) be 18 years of age or older, and (iii) be physically located in the United States or the District of Columbia. Sweepstakes is void where prohibited by law. Employees, officers and directors, of Oil Chem Research Corp., (“Sponsor” and “Sweepstakes Administrator”), Speedway Globe, LLC d/b/a Performance Raceway Network, Speedway Motorsports, Inc., Atlanta Motor Speedway, LLC, Bristol Motor Speedway LLC, Charlotte Motor Speedway, LLC, Dover Motor Speedway, Kentucky Raceway, LLC d/b/a Kentucky Speedway, Nashville Super Speedway, Nevada Speedway, LLC d/b/a Las Vegas Motor Speedway, New Hampshire Motor Speedway, Inc., Speedway Sonoma, LLC a/k/a Sonoma Raceway, Texas Motor Speedway Inc., Speedway Children’s Charities, and NASCAR, Inc., and their respective parent companies, affiliates, subsidiaries and agents, 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. This Sweepstakes is subject to all applicable federal, state, and local laws. U.S. law governs this Sweepstakes. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Sweepstakes Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**SWEEPSTAKES PERIOD:** The Sweepstakes begins at 12:01 a.m. Eastern Time (ET) on March 2, 2024, and ends at 11:59 p.m. ET on October 20, 2024 (“Sweepstakes Period”). Sponsor’s computer is the official time-keeping device for this Sweepstakes.

Entry Period	Dates
1	3/2/2024 at 12:01 AM to 10/20/2024 at 11:59 PM

**HOW TO ENTER:** Visit [\[zmax.com/giveaway\]](https://zmax.com/giveaway) and click on the link to the official online entry form for the Sweepstakes (the “Entry Form”). Complete the Entry Form in its entirety by providing all required information and submit your Entry Form in accordance with the on-screen directions (hereafter referred to as “entry” or “entries”). There is a limit of one (1) Entry Form per person and per email address. Any use of automated, robotic, macro, programmed or similar quick-entry programs, attempts to exceed the maximum number of entries permitted, or use of more than one (1) email address per entrant, is prohibited and will result in disqualification. In the event of a dispute as to the identity of an entrant, the entrant will be deemed to be the person named in the Entry Form for the entry. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The “authorized account holder” is the natural person assigned 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 address. Each potential winner may be required to show proof of being the authorized account holder. Neither Sponsor nor Sweepstakes Administrator will correspond regarding receipt of entries. All entries submitted become the sole property of Sponsor and will not be returned. **Limit one (1) entry per email address per Entry Period during the Sweepstakes Period.**

**PRIZE DRAWING:** Five (5) winners will be selected at the conclusion of the Sweepstakes Period. **The Sweepstakes Administrator will conduct a random drawing immediately following the Entry Period from among all eligible entries received during the Entry Period. Odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Period.**

**PRIZE NOTIFICATION & VERIFICATION:** **Sponsor will notify the potential prize winners by or email immediately following the Entry Period.** Any prize winner notification not responded to within **seven (7) days** will result in prize forfeiture and an alternate potential winner will be drawn from among all remaining eligible entries received during the Entry Period. Sponsor and Sweepstakes Entities are not responsible for suspended or discontinued wireless

service that may result in a potential winner not receiving initial prize notification. Sponsor and Sweepstakes Entities are not responsible for any change in entrant's mailing address, email and/or telephone number. Any winner notification returned as undeliverable without a forwarding address will result in prize forfeiture and an alternate potential winner may be selected from among all remaining eligible entries received during the Entry Period. Prize winner may be required to sign and return an Affidavit of Eligibility/ Liability Release with (where lawful) a publicity release within **five (5) days** of attempted winner notification as indicated by the date on the Affidavit. If attempted prize notification is (i) returned as undeliverable or if any required documents are not returned within the required number of days; (ii) if the winner is unable to attend on the dates specified; or (iii) if winner cannot be verified or is otherwise unable to accept the prize as stated or rejects the prize for any reason, prize will be forfeited and may be awarded to an alternate potential winner selected from among all remaining eligible entries received as time permits. Prizes will only be delivered to addresses within the United States.

**PRIZES: There are five (5) total prizes.** One (1) Grand Prize and four (4) first prizes. The Grand Prize will be a replica race helmet signed by winners of races that occurred during the 2024 season of the CARS Tour as well as the owners of the CARS Tour. The First Prizes will be replica helmets just signed by the owners of the CARS Tour. Helmets are replicas and not intended for use.

**PRIZE CONDITIONS: Limit one (1) prize per person and per household.** All prize details are at Sponsor's sole discretion. No transfers, cash awards, or prize substitutions are permitted, except by Sponsor. Sponsor reserves the right to substitute a prize with one of comparable or greater value, at its sole discretion. Any prize depiction is for illustrative purposes only. Prize winners will be solely responsible for all applicable federal, state and local taxes on prizes. If applicable, winners may receive an IRS Form 1099 for the retail value of the prize. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner.

**PUBLICITY:** Where permitted by law, by participating in the Sweepstakes, entrant grants Sponsor and Sweepstakes Entities, and their respective parents, subsidiaries, affiliates, and advertising and promotion agencies, and those acting pursuant to their authority, the right to print, publish, broadcast, and use any materials submitted by entrant in connection with the Sweepstakes as well as the entrant's name, portrait, picture, likeness, voice, statements attributable to him/her, city and state of residence, and other biographical information for advertising and promotional purposes throughout the world in any and all media now known or existing at any time in the future, without further approval, notification, or compensation.

**CONDUCT:** By entering this Sweepstakes, entrants agree to be bound by these Official Rules, which are a contract and include limitations and rights and remedies, and the decisions of Sponsor that shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

**PRIVACY:** All information submitted to Sponsor as part of this Sweepstakes will be treated in accordance with the privacy policy of Sponsor located at <http://www.speedwaymotorsports.com/privacy/>

**RELEASE AND INDEMNIFICATION:** ALL ENTRANTS, AS A CONDITION OF ENTRY INTO THE SWEEPSTAKES, AGREE TO FOREVER AND IRREVOCABLY RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR AND THE SWEEPSTAKES ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES, OR LOSSES TO PERSONS OR PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH SUBMITTING AN ENTRY OR OTHERWISE PARTICIPATING IN ANY ASPECT OF THE SWEEPSTAKES, THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED, OR WHILE PREPARING FOR, PARTICIPATING IN, INCLUDING WITHOUT LIMITATION PARTICIPATION IN HUNTING ACTIVITIES OR TRAVELING TO OR FROM ANY PRIZE-RELATED ACTIVITY OR ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR THE

ANNOUNCEMENT OF OFFERING OF ANY PRIZE. THE WINNER SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THEIR PRIZE AFTER IT HAS BEEN DELIVERED.

**LIMITATIONS OF LIABILITY:** PRIZES ARE AWARDED “AS IS, WHERE IS,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE. SPONSOR AND SWEEPSTAKES ENTITIES ASSUME NO RESPONSIBILITY OR LIABILITY FOR (A) ANY INCORRECT OR INACCURATE ENTRY INFORMATION, OR FOR ANY FAULTY OR FAILED ELECTRONIC DATA TRANSMISSIONS; (B) ANY UNAUTHORIZED ACCESS TO, OR THEFT, DESTRUCTION OR ALTERATION OF ENTRIES AT ANY POINT IN THE OPERATION OF THIS SWEEPSTAKES; (C) ANY TECHNICAL MALFUNCTION, FAILURE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR COMMUNICATIONS LINE FAILURE, REGARDLESS OF CAUSE, WITH REGARD TO ANY EQUIPMENT, SYSTEMS, NETWORKS, LINES, SATELLITES, SERVERS, COMPUTERS OR PROVIDERS UTILIZED IN ANY ASPECT OF THE OPERATION OF THE SWEEPSTAKES; (D) ANY INJURY OR DAMAGE TO PARTICIPANTS OR TO ANY OTHER PERSON'S PHONE WHICH MAY BE RELATED TO OR RESULTING FROM ANY ATTEMPT TO PARTICIPATE IN THE SWEEPSTAKES. IF, FOR ANY REASON, THE SWEEPSTAKES IS NOT CAPABLE OF RUNNING AS PLANNED FOR REASONS WHICH MAY INCLUDE, WITHOUT LIMITATION, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES, OR ANY OTHER CAUSES WHICH MAY CORRUPT OR AFFECT THE ADMINISTRATION, SECURITY, FAIRNESS, INTEGRITY OR PROPER CONDUCT OF THIS SWEEPSTAKES, THEN SPONSOR RESERVES THE RIGHT AT ITS SOLE DISCRETION TO CANCEL, TERMINATE, MODIFY OR SUSPEND THE SWEEPSTAKES IN WHOLE OR IN PART.

THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF NORTH CAROLINA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE THAT ANY AND ALL DISPUTES WHICH CANNOT BE RESOLVED BETWEEN THE PARTIES, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS SWEEPSTAKES, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY BEFORE A COURT LOCATED IN NORTH CAROLINA HAVING JURISDICTION. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL PARTICIPANTS BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVE ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN PARTICIPANT'S ACTUAL OUT-OF-POCKET EXPENSES (E.G. COSTS ASSOCIATED WITH ENTERING), AND PARTICIPANTS FURTHER WAIVE ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

**RULES/WINNERS LIST:** To receive a list of the winners or an additional copy of these Official Rules, send a self-addressed, stamped envelope by **November 15, 2024**, to: **[zMAX 5239 zMAX Blvd, Harisburg, NC 28025]**. Please specify “Rules” or “Winners List”. Vermont residents may omit return postage. You may also view the Official Rules at <http://zmax.com/sweepstakes>.

**NOTE:** 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. This Sweepstakes is in no way sponsored or administered by, or associated with, Facebook or Twitter. You are providing your information to the Sponsor and the information you provide will only be used in accordance with the Official Rules of this Sweepstakes.