

THE NASCAR FOUNDATION'S 2023 VEHICLE GIVEAWAY OFFICIAL RULES

This fundraiser is conducted by Motorsports Charities, Inc. d/b/a The NASCAR Foundation (“**Foundation**”) of Daytona Beach, FL. All proceeds will benefit the mission of the Foundation, a 501(c)(3) organization chartered under the laws of Florida.

1. **Eligibility: Foundation’s 2023 Vehicle Giveaway** (“Giveaway”) is only open to legal residents of the forty-eight (48) contiguous United States, and the District of Columbia who are at least 18 years of age at the time of entry. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for the National Association for Stock Car Auto Racing, LLC (“NASCAR”) or its affiliates, and each of their respective employees, representatives, shareholders, officers, directors, members, agents, personnel, successors, and assigns, any team that participates in any NASCAR®-sanctioned race series or race, or any race track where a NASCAR®-sanctioned race is conducted, or the employees, representatives or agents of Foundation, or any other entities responsible for sponsoring, fulfilling, administering, advertising or promoting the Giveaway or supplying the prize (or any components thereof), and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or win. “Immediate family members” shall mean parents, step-parents, children, stepchildren, siblings, step-siblings, or spouses, regardless of where they live. “Household members” shall mean people who share the same residence at least three months a year, whether related or not. Sponsor reserves the right to disqualify from this Giveaway any person it believes has intentionally violated these Official Rules. Failure of Sponsor to enforce any provision of these Official Rules in any given circumstance shall not constitute a waiver of such provision. Void in Alaska, Hawaii, and where prohibited by law.
2. **Giveaway Period:** Giveaway begins at 10:00 a.m. Eastern Standard Time (“EST”) on August 1, 2023 and ends at 11:59:59 p.m. EST on October 20, 2023 (the “Giveaway Period”). Foundation’s server is the official time clock for the Giveaway.
3. **Giveaway Entry:** Foundation greatly appreciates your donation, but no donation shall be required to enter or win the Giveaway. There are several ways to enter the Giveaway. To enter online with a donation to the Foundation, go to www.nascarfoundation.org/cargiveaway (the “Website”) during the Giveaway Period. Suggested donation amount is a minimum of \$25.00 per entry. All donations are non-refundable. In addition, entrants may enter with or without a donation at the Foundation booth located trackside at selected NASCAR Cup Series™ races and at designated additional events throughout the Giveaway Period if the Foundation chooses to offer this option at any of the races or other Foundation hosted events. Limit one (1) free entry per person for the entire length of the Giveaway Period. You may also enter by mail, with or without a donation, by printing your name, address, telephone number and e-mail address on a 3x5 card with the heading “The NASCAR Foundation Vehicle Giveaway” and mailing it in an envelope addressed to The NASCAR Foundation, Vehicle Giveaway Entries, One Daytona Boulevard, Daytona Beach, FL 32114. If you include a donation, please make your check payable to “The NASCAR Foundation.” **Laws vary, but donations for entries do not typically qualify as tax-deductible donations. Consult your tax counsel for details.** Mailed entries must be received by October 18, 2023, to be incorporated into the drawing. Each mailed entry will receive one (1) entry into the drawing. Limit one mailed entry per envelope and one per household. Incomplete, illegible, postage-due, garbled, or late entries will be disqualified.

4. **Random Drawing; Winner Notification; Prizes:** Entries will be drawn at random by Foundation. One prize winner will be chosen out of the pool entries for each “Phase” time period according to the “Eligibility” column in the table below. Prize winners will be drawn on the dates listed in the “Drawing Date” column in the table below. Foundation will attempt to notify Phase 1 through Phase 4 prize winners by telephone and e-mail. If an e-mail notification is returned as undeliverable, or if Foundation is unable to reach a potential prize winner by phone, or if a potential prize winner is found to be ineligible or otherwise not in compliance with these Official Rules, then that potential prize winner may be disqualified, the applicable prize forfeited, and an alternate prize winner selected and notified in accordance with these Rules. All preliminary prize winners will have 10 days from the applicable drawing date to provide proof of eligibility, claim, and accept their prize. If a prize remains unclaimed or unaccepted after such 10-day period, the preliminary prize winner will be deemed to have forfeited the prize and an alternate winner will be selected for that prize. The Grand Prize Winner will be drawn from the winning entries of Phases 1 through 4 on October 28, 2023. Exact drawing dates may vary based on Foundation’s discretion. A prize winners list may be obtained by sending a stamped self-addressed envelope to the following address after January 1, 2024: The NASCAR Foundation, Attn: Vehicle Giveaway, One Daytona Boulevard, Daytona Beach, FL 32114. **Prizes:** (i) One (1) Grand Prize: 2022 Toyota Camry and (ii) Four (4) Phase Winners who will each receive Two (2) VIP Experiences to the 2023 Xfinity 500 at Martinsville Speedway on Sunday, October 29, 2023, including a \$1,500 travel stipend which is meant to cover any of the phase winner’s travel expenses for the VIP Experience. (“VIP Experience”). Winners are solely responsible for all costs incurred in claiming and using the prizes, including, without limitation, taxes, travel costs or other applicable costs. Grand Prize winner must provide valid driver’s license and evidence of legally-required insurance at time of delivery. Grand Prize winner is solely responsible for all other costs incurred in claiming and using the Grand Prize, including, without limitation, registration fees, license fees, taxes, travel costs to take delivery of the car, shipping costs (if applicable) and costs associated with state emissions standards compliance, or other applicable costs. Grand Prize winner will have 30 days from date of drawing to submit all paperwork and payments for IRS and state tax withholdings to the Foundation. The car must be removed from Martinsville premises within 30 days of drawing. Failure to complete all necessary paperwork and payments for taxes within 30 days will result in forfeiture of prize winnings. No alternate prize will be awarded to Grand Prize winner. The Foundation will retain the Grand Prize and will retain sole ownership of vehicle. Approximate MSRP of the Grand Prize is at or above \$70,447.00. Approximate value of each VIP Experience is \$2,480.00. Odds of winning a prize depends on the total number of eligible entries received. No substitution or cash equivalent of any prize is permitted, except that Foundation in its sole discretion may award a substitute prize/prize component of equal or greater value if advertised prize/prize component is unavailable at time of awarding for any reason, or where required by law. All unspecified expenses are the respective winners’ sole responsibility. Prizes may not be transferred prior to award. Any federal, state and local taxes on the prizes are the sole responsibility of the winners. All winners will be issued an Internal Revenue Service (IRS) Form W2G for Federal income tax reporting and the applicable state tax reporting forms. If the fair market value (FMV) of the winner’s total prize(s) is at least \$5,000, the winner will be required to pay 24% of the prize FMV to the NASCAR Foundation for mandatory Federal income tax withholding. State income tax withholding may also be required based on the winner’s state of residency. All tax withholding must be paid to the Foundation via check, wire or ACH prior to the issuance of the prize(s). Payment made via check will require ten (10) working days to ensure the necessary funds are available for the check to clear. The tax withholding payments will be remitted to the IRS and applicable state by the Foundation on behalf of the winner and will be reported on the winner’s IRS Form W2G and applicable state tax reporting forms. For illustrative purposes, if the FMV of the prize equals \$70,447.00, then the withholding payment due to the IRS for Federal tax withholding will be \$16,907.28 which will be paid to the NASCAR Foundation for remittance to the IRS prior to the issuance of the grand prize.

Total Value Phase winners' prizes: \$2,480

\$1,500 travel stipend

2 VIP garage passes

2 race tickets Sunday, October 28, 2023

2 race tickets Saturday, October 27, 2023

Total Value Grand Prize:

2022 Toyota Camry – MSRP = \$70,447.00

PRIZE	ELIGIBILITY	SCHEDULED DRAWING DATE
Phase 1 VIP Experience	Entries received August 1 – August 22, 2023	August 23, 2023
Phase 2 VIP Experience	Entries received August 23 – September 13, 2023	September 14, 2023
Phase 3 VIP Experience	Entries received September 14 – October 4, 2023	October 5, 2023
Phase 4 VIP Experience	Entries received October 5 – October 20, 2023	October 21, 2023
GRAND PRIZE	Winners from Phases 1 through 4	October 28, 2023

5. **General Conditions and Limitations of Liability:** By participating, entrants agree to be bound by and abide by these Official Rules and the decisions of Foundation, which shall be final and binding in all respects. By participating in this Giveaway, entrants agree to release and hold harmless The NASCAR Foundation, NASCAR, each of their respective parents, subsidiaries, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective shareholders, officers, directors, agents, members, representatives and employees, as well as each of their respective successors and assigns (collectively and individually, the “Released Parties”) from any and all actions, claims, injury, loss or damage (whether due to negligence or otherwise) to person(s), including death, or property arising in any manner, directly or indirectly, in whole or in part from participation in this Giveaway, or any Giveaway related activity, and/or acceptance, possession, misuse or use of prize. Except where prohibited by law, by accepting a prize, winners authorize the Released Parties and those acting pursuant to their authority to use their names, voices, likenesses, photographs, prize information, audio/video footage, statements, biographical data and city and state of residence in any media now known or hereafter discovered, worldwide, including on the internet, in perpetuity, at any time or times, in programming, advertising, trade and/or promotional material and on a winner’s list without additional compensation or notice, review or approval and waives his/her moral rights therein if any.

If for any reason the Giveaway is not capable of running as planned, including infection of the Website by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures beyond Foundation’s control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Giveaway, Foundation reserves the right, in its sole discretion, to disqualify any individual who tampers with the Giveaway and to terminate, modify or suspend the Giveaway. In such event, Foundation reserves the right to conduct the Giveaway and award the prize in a manner which is fair, appropriate and consistent with these Official Rules, as determined by Foundation in its sole discretion, including selecting a winner from among any eligible entries that are not affected by the corruption. Notice of termination/modification/suspension of Giveaway will be posted on the Website. Released Parties are not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, submitted entries, or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, mobile devices, software, failure of any e-mail or electronic submitted answer to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to any person’s computer or mobile device related to or resulting from participation in or downloading any materials from

this Giveaway. Further, the Grand Prize Winner acknowledges that any supply chain issues that may occur, causing a delay in the delivery of the Grand Prize to the Grand Prize Winner, shall be considered no fault of the Foundation. The Foundation will make every effort to deliver the Grand Prize as soon as production of the Grand Prize has been completed.

Released Parties are not responsible for any lost, late, misdirected, misdelivered, mutilated, or garbled mail or e-mail. In case of dispute, entries will be declared made by the authorized account holder of the email address provided in the entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet Access Provider, Online Service Provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If you enter the Giveaway using a mobile device, standard data charges may apply from your carrier.

Entrants further agree not to knowingly damage or cause interruption of the Giveaway and/or prevent others from participating in the Giveaway. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, FOUNDATION MAY DISQUALIFY ANY PERSON MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW. TO THE EXTENT PERMITTED BY LAW, RELEASED PARTIES MAKE NO WARRANTY OR CONDITION, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING EXCLUDES ANY PRIZE COMPONENT PROVIDED BY ONE OF THE RELEASED PARTIES AND ONLY THEN TO THE EXTENT OF THE LIMITED WRITTEN WARRANTY (IF ANY) PROVIDED BY A PARTY.

6. **Disputes:** Except where prohibited, each entrant participating in the Giveaway agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or the prize shall be resolved individually, without resort to any form of class action, and exclusively in a United States District Court for the District of Florida or an appropriate Florida State Court of competent jurisdiction and entrant expressly agrees to the personal and subject matter jurisdiction of such court and waives any right of change of venue or like right; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Giveaway, but in no event attorneys' fees or legal fees; and (3) under no circumstances will such individual be permitted to obtain awards for, and he/she hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of an individual participating in the Giveaway shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.
7. **Sponsor:** The NASCAR Foundation, One Daytona Boulevard, Daytona Beach, FL 32114 is the Sponsor of the Giveaway.

Camry is a registered trademark of Toyota. Toyota is not a sponsor of this Giveaway.

Financial information about The NASCAR Foundation can be obtained by contacting us at One Daytona Blvd. Daytona Beach, FL 32114 or 1-877-515-GIVE (4483), or as stated below.

Colorado: Colorado residents may obtain copies of registration and financial documents from the office of the Secretary of State, (303) 894-2680, <http://www.sos.state.co.us/> re: Reg. No.20063001078. **Florida:** SC No.CH19666. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE, WITHIN THE STATE, 1-800-HELP-FLA. **Kansas:** The annual financial report for The NASCAR Foundation, Kansas Registration no. [389-573-7] for the preceding year is on file with the Secretary of State. **Maryland:** For the cost of postage and copying, documents and information filed under the Maryland charitable organizations laws can be obtained from the Secretary of State, Charitable Division, State House, Annapolis, MD 21401, (800) 825-4510. **Michigan:** MICS No. 35214, http://www.michigan.gov/documents/lic_chrtty1_40579_7.pdf. **Mississippi:** The official registration and financial information of The NASCAR Foundation may be obtained from the Mississippi Secretary of State's office by calling 1-888-236-6167. **New Jersey:** INFORMATION FILED WITH THE ATTORNEY GENERAL CONCERNING THIS CHARITABLE SOLICITATION AND THE PERCENTAGE OF CONTRIBUTIONS RECEIVED BY THE CHARITY DURING THE LAST REPORTING PERIOD THAT WERE DEDICATED TO THE CHARITABLE PURPOSE MAY BE OBTAINED FROM THE ATTORNEY GENERAL BY CALLING (973) 504-6215 AND IS AVAILABLE ON THE INTERNET AT www.njconsumeraffairs.gov/ocp.htm#charity. REGISTRATION WITH THE ATTORNEY GENERAL DOES NOT IMPLY ENDORSEMENT. **New York:** A copy of the latest annual report can be obtained from the organization or from the Office of the Attorney General by writing the Charities Bureau, 120 Broadway, New York, NY 10271. **Pennsylvania:** The official registration and financial information of The NASCAR Foundation may be obtained from the Pennsylvania Department of State by calling toll-free, within Pennsylvania, 1-800-7320999. **Virginia:** Financial statements are available from the State Office of Consumer Affairs, P.O. Box 1163, Richmond, VA 23218. **Washington:** The notice of solicitation required by the Charitable Solicitation Act is on file with the Washington Secretary of State, and information relating to financial affairs of The NASCAR Foundation is available from the Secretary of State, and the toll-free number for Washington residents: 1-800-332-4483. **West Virginia:** West Virginia residents may obtain a summary of the registration and financial documents from the Secretary of State, State Capitol, Charleston, WV 25305. REGISTRATION IN THE ABOVE STATES DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION OF The NASCAR Foundation BY THE STATE. **North Carolina:** Financial information about this organization and a copy of its license are available from the North Carolina State Solicitation Licensing Branch at 1-888-830-4989. The license is not an endorsement by the State.