



The NASCAR Foundation's Taste of the 24 Rolex Watch Raffle Rules

Motorsports Charities, Inc. d/b/a The NASCAR Foundation ("Foundation"), a Section 501(c)(3) tax-exempt organization, is sponsoring **The NASCAR Foundation's Taste of the 24 Rolex Watch Raffle** (the "Raffle"), a single-prize chance drawing to be conducted at Daytona International Speedway, LLC d/b/a Daytona International Speedway ("DIS") during The NASCAR Foundation's Taste of the 24 (the "Event") on or about January 25, 2025. All proceeds raised will benefit Foundation's programs for children's healthcare and wellness initiatives. The odds of winning will depend upon the number of tickets distributed for the Raffle.

1. **Raffle Period:** The Raffle begins on July 5, 2024 and concludes on Saturday, January 25, 2025 at 8:24 PM, or whenever the Event concludes ("Raffle Period"). If the Event is cancelled for any reason, the Raffle Period will end January 26, 2025.
2. **Eligibility:** All paid attendees and sponsors, 18 years of age or older, who are attending the Event may participate in the Raffle ("Entrant(s)"). Each Entrant will automatically have one (1) Raffle Ticket entered into the Raffle prior to the drawing. Entrants interested in obtaining additional Raffle Tickets, may purchase each additional Raffle Ticket for Fifty Dollars (\$50.00 USD) at the Rolex display at the Event adjacent to the Axalta entrance in the Midway Suite area ("Raffle Area"). In the case of each sponsor, in order to enter the Raffle, that sponsor is required to designate an individual eligible to win per the criteria in these rules, whose name must appear on each Raffle Ticket. Any Entrant who alters or tampers with the entries will forfeit their chance to win the Prize.

Employees and immediate family members of Foundation, National Association for Stock Car Auto Racing, LLC ("NASCAR, LLC"), DIS, NASCAR Enterprises, LLC ("Enterprises"), or their affiliates, and each of their respective employees, representatives, shareholders, officers, directors, members, agents, personnel, successors, and assigns, or the employees, representatives or agents of Foundation, or any other entities responsible for sponsoring, fulfilling, administering, advertising or promoting the Raffle 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, stepparents, children, stepchildren, siblings, stepsiblings, 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. Foundation reserves the right to disqualify from this Raffle any person it believes has intentionally violated these Official Rules. Failure of Foundation 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.

By participating in the Raffle, Entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, (ii) agree to be bound by the decisions of Foundation, which are final and binding in all matters relating to the Raffle; and (iii) agree to release, discharge and hold harmless the Released Parties, as defined below, from liability of any kind or nature for



any loss, claims, damages, or injuries of any kind resulting in whole or in part, directly or indirectly from Entrant's participation in this Raffle or from the acceptance and use/misuse of any prize. Failure to comply with these official rules may result in disqualification from the Raffle.

3. **How To Obtain Raffle Tickets:** During the Raffle Period, each Entrant will automatically have one (1) Raffle Ticket entered into the Raffle prior to the drawing and be eligible to purchase additional Raffle Tickets for Fifty Dollars (\$50.00 USD) each (each a "Raffle Ticket") during the Event in the Raffle Area. Each Raffle Ticket serves as an Entrant's receipt and represents one (1) entry for the Raffle. Raffle Tickets may not be used for any past or future raffle drawings. No refunds will be made, except as otherwise determined by Foundation in its sole discretion. Raffle Ticket purchases are not tax deductible.
4. **Prize and Approximate Retail Value:** The Entrant with the winning Raffle Ticket (the "Winner") shall be entitled to receive, upon compliance with these Official Rules, a Rolex watch with an approximate retail value of Six Thousand Four Hundred (\$6,400.00 USD) (the "Prize"). (Please Note: The Rolex Watch on display at the Event may not reflect the actual Prize.)
5. **Prize Restriction and Odds:** The Prize is not transferable or assignable and cannot be resold or substituted for another prize. Any and all taxes, fees, and other costs including but not limited to federal and, if applicable, state and local income and withholding taxes that may arise and be due or asserted on the value of the Prize are the sole responsibility of the Winner. Odds of winning depend on the number of eligible entries received.
6. **Random Drawing and Notification of Prize Winner:** The winning Raffle Ticket will be randomly drawn at the Axalta entry point of the Event, midway suites, at DIS on Saturday, January 25, 2025 at 8:24 PM. The Random Drawing will be conducted by the Foundation, whose decisions are final and binding. The Winner does not need to be present to win. The Winner will be announced at the Event. If the Winner is not in attendance at the time of the Random Drawing, he/she will be contacted by telephone and e-mail on or about Monday, January 27, 2025 to inform him/her that he/she is the Winner of the Raffle. If the Winner is connected to a sponsor, it is that sponsor's responsibility to determine who will retain the Prize.
7. **Redemption of Prize:** The Winner shall provide a copy of his/her driver's license (front & back) and will be required to complete a Winner Release Form, provided by Foundation, submit a completed W9, sign a W2-G and pay the Federal Taxes (24%) on the Prize, before taking possession of the Prize. Taxes due on the Prize would be \$1,536.00. Once all documentation is complete and the taxes have been paid, the Winner will take possession of the Prize.
8. **Publicity Release:** The Winner agrees that acceptance of the Prize grants to Foundation, and each of its respective related entities, the right to print, publish, broadcast, and use worldwide and in perpetuity, in any media now known or later developed, at any time or times, the



Winner's name, portrait, picture, voice, likeness, comments, and biographical information for any purpose, including, but not limited to, in advertisements, publicity, and other communications without additional compensation, except where prohibited by law.

9. **Limitation of Liability & Disclaimer of Warranties:** As a condition of entering the Raffle and by receiving and/or purchasing a Raffle Ticket, each Entrant agrees that: (1) under no circumstances will the Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than actual out-of-pocket expenses, if any; (2) all causes of action arising out of or connected with the Raffle or any prize awarded shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees and costs. BY ENTERING THE RAFFLE, ALL ENTRANTS AGREE TO RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS, THE NASCAR FOUNDATION, DAYTONA INTERNATIONAL SPEEDWAY, LLC, D/B/A DAYTONA INTERNATIONAL SPEEDWAY, NATIONAL ASSOCIATION FOR STOCK CAR AUTO RACING, LLC, NASCAR ENTERPRISES, LLC ROLEX, TOM COOK JEWELER, INC., AND ANY OTHER COMPANY THAT MAY BE ASSOCIATED WITH THE DEVELOPMENT OR ADMINISTRATION OF THIS RAFFLE, AND EACH OF THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF (I) PARTICIPATION IN THE RAFFLE, (II) THE ACCEPTANCE, DELIVERY, USE, MISUSE, NON/USE, OR POSSESSION OF THE PRIZE, OR (III) PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY.

By participating in the Raffle, Entrants agree that the Released Parties: (a) are not responsible for Raffle Tickets that for any reason are not properly distributed or presented by any deadline stated above; (b) are not responsible for any incorrect or inaccurate information, whether caused by Entrants or other participants, printing, typographical or other errors or in the printing of this offer, administration of this Raffle, or in the selection or announcement of the Winner of the Prize; (c) are not responsible for unauthorized human intervention in any part of the Raffle; (d) are not responsible for any unauthorized third-party use of any Raffle-related materials; and (e) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Raffle, the distribution of Raffle Tickets, the selection of the Winner, the Prize or otherwise in any Raffle-related materials.

RELEASED PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE



FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO THE PRIZE. UNDER NO CIRCUMSTANCES SHALL THE RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR ENTRANTS' USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE RAFFLE OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE RAFFLE WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE RAFFLE.

Foundation reserves the right, in its sole discretion, to terminate, modify, or suspend the Raffle should it determine, in its sole discretion, that any unauthorized human intervention, or other causes beyond its control have corrupted or affected the administration, security, fairness, or proper conduct of the Raffle. In such case, Foundation will select the Winner from all eligible entries received prior to the aforesaid action taken by Foundation. Foundation is not responsible for, and reserves the right to correct, typographical, clerical, or printing errors in any Raffle-related materials, including these Official Rules. Foundation may exclude, disqualify, or terminate participation in the Raffle to any Entrant who, in Foundation's sole discretion: (a) ignores these Official Rules; (b) acts in a manner Foundation determines to not be fair; (c) acts with an intent to annoy, threaten, or harass any other Entrant or the Foundation; (d) acts in any other disruptive manner; or (e) tampers with the entry process. Foundation will not replace any lost, mutilated, or stolen Raffle Tickets. Foundation reserves the right to make changes in the rules of the Raffle, which changes will become effective upon publication of revised Official Rules in the Raffle Area.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE RAFFLE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, FOUNDATION RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

- 10. Choice of Law and Jurisdiction:** Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Entrants, the potential winner, and Foundation in connection with any raffle, shall be governed by, and construed in accordance with, the law of the State of Florida without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that might otherwise cause the application of the laws of any jurisdiction other than the State of Florida. Any action seeking legal or equitable relief arising out of or relating to any raffle or these Official Rules shall be brought only in the courts of the State of Florida located in Volusia County.



11. **Winner's Identity:** For the name of the Winner of the Raffle, send a self-addressed, stamped envelope to, Attn: The NASCAR Foundation, One Daytona Boulevard, Daytona Beach, Florida 32114 by Thursday, January 30, 2025. Allow six to eight weeks following the close of the Raffle Period for processing of requests.

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