

## **2023 WEATHER GUARD® Speedway Motorsports Giveaway Official Rules**

1. **CONTEST PERIOD:** Contest (“Giveaway”) begins at 8:00 AM Central Standard Time (“CT”) June 1, 2023 and ends 11:59 PM CT on August 31, 2023. (“Giveaway Period”). Werner Co.’s (also referred to as the “Administrator” or “Sponsor”) computer is the official timekeeping device for the Giveaway.

2. **ELIGIBILITY:** The Giveaway is open only to legal residents of the United States and District of Columbia (U.S.) who are at least eighteen (18) years of age or older as of date of entry. Employees (and the immediate families [spouses and parents, in-laws, siblings and children and their respective spouses, regardless of where they reside] and members of the same household of such employees, whether or not related) of Werner Co. and its affiliates, subsidiaries, advertising and promotion agencies involved in the implementation and execution of the Giveaway (collectively, the “Giveaway Entities”) are not eligible to enter. Other eligibility requirements and conditions of participation are set forth below in these Official Rules for the Giveaway (“Official Rules”). Giveaway is void in Puerto Rico, U.S. Territories and jurisdictions (including overseas military installations) where prohibited.

3. **AGREEMENT TO THE OFFICIAL RULES:** By participating in the Giveaway, each entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and the Administrator, which are final and binding in all matters related to the Giveaway. Winning the Prize (as defined below) is contingent upon fulfilling all requirements set forth herein. The Giveaway will be run in accordance with the Official Rules, subject to amendment by Sponsor. Each entrant must comply with the Official Rules and will be deemed to have received and understood the Official Rules by participating in the Giveaway. The terms of the Giveaway, as set out in the Official Rules, are not subject to amendment or counteroffer, except as set out herein. If any provisions of the Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

4. **HOW TO ENTER:** To enter the Contest you must purchase a WEATHER GUARD® truck or automotive product from Tractor Supply Co. during the Giveaway Period to receive a unique code at checkout and redeem on the Speedway Motorsports website [www.speedwaymotorsports.com/weatherguard](http://www.speedwaymotorsports.com/weatherguard) for a future NASCAR Xfinity or Craftsman Truck Series Race in 2023. ALL PURCHASES MUST BE MADE BY 11:59 PM CT on August 31, 2023 in order to be included in the Giveaway. Entrants must meet all eligibility requirements listed herein.

5. **PRIZE / APPROXIMATE RETAIL VALUE (“ARV”):** The “Prize” includes two (2) tickets to a future 2023 NASCAR Xfinity or Craftsman Truck Series race at one of the Speedway Motorsports tracks of the winner’s choice, subject to availability and restrictions. The Prize has an approximate retail value of up to \$150. The Prize is non-transferable and non-refundable.

6. **GENERAL PRIZE RESTRICTIONS:** Winner is solely responsible for any and all expenses related to participation in the Giveaway (including transportation, meals, gratuities, and acceptance of Prize) not specified herein. The ARV reflects estimated values only, and the actual value of the Prize may vary. Any difference between the stated ARV and actual value of the Prize will not be awarded. All Prize details not specified in the Official Rules will be determined in the Administrator’s sole and absolute discretion.

7. **RELEASE:** By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Giveaway; (b) release and hold harmless the Sponsor and its employees, directors, parent,

subsidiary, and affiliated companies, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Giveaway and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Giveaway, acceptance or use or misuse of the Prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Giveaway and/or entrant's acceptance, use or misuse of the Prize.

8. PUBLICITY: Except where prohibited, participation in the Giveaway and acceptance of the Prize, constitutes the winners' consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for Giveaway and merchandising purposes in any media, worldwide, without further payment or consideration.

9. GENERAL CONDITIONS: Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any entrant it finds that entrant to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. LIMITATIONS OF LIABILITY: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors, typos, or by any of the equipment or programming associated with or utilized in the Giveaway; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Giveaway; (4) technical or human error which may occur in the administration of the Giveaway or the processing of entries; or (5) any 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 Giveaway or receipt or use or misuse of any Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Giveaway, provided that if it is not possible to award another entry due to discontinuance of the Giveaway, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the Prize offered herein. No more than one (1) Prizes will be awarded person.

11. DISPUTES: Each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Giveaway, or any Prizes awarded, other than those concerning the administration of the Giveaway or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Giveaway, or any Prize awarded, shall be resolved exclusively by the United States District Court or the appropriate Illinois State Court; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

**12. ENTRANT'S PERSONAL INFORMATION:** Information collected from entrants will be treated in accordance with these Official Rules and is subject to the Sponsor's Privacy Policy which is available by scrolling to the bottom of the screen and clicking the link "Privacy Policy".

**13. WINNER:** To request the name of the winner, send a self-addressed, stamped envelope to 2023 WEATHER GUARD Speedway Motorsports Giveaway – Winner, 555 Pierce Road, Suite 300, Itasca, IL 60143 within 30 days after the Giveaway ends.