

THE WINSTON RACE FAN SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Winston Race Fan Sweepstakes ("Sweepstakes") is sponsored by ITG Brands, LLC, 714 Green Valley Road, Greensboro, NC 27408 ("Sponsor"), and is administered by Arrowhead Promotion & Fulfillment Co., Inc., ("Administrator"), 1105 SE 8th Street, Grand Rapids, MN 55744.

- 1. SWEEPSTAKES TIMING:** The Sweepstakes begins on April 3, 2023 at 12:00 AM Eastern Time ("ET") and ends on May 31, 2023 at 11:59:59 PM ET ("Sweepstakes Entry Period"). The Administrator's computer is the official clock for this Sweepstakes.
- 2. ELIGIBILITY: THE SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES (EXCLUDING RESIDENTS OF MASSACHUSETTS AND MICHIGAN) AND THE DISTRICT OF COLUMBIA WHO ARE SMOKERS TWENTY-ONE (21) YEARS OF AGE OR OLDER AND REGISTERED MEMBERS OF WINSTONCIGARETTES.COM/RACE-FAN (THE "WEBSITE"). NO PURCHASE IS NECESSARY TO REGISTER ON THE WEBSITE; FOR INSTRUCTIONS ON HOW TO REGISTER, SEE SECTION 3 BELOW.** Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (*e.g.*, spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All applicable federal, state and local laws and regulations apply. **VOID IN MASSACHUSETTS, MICHIGAN, AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and 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. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. For purposes of the Sweepstakes, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.

3. HOW TO ENTER THE SWEEPSTAKES: There are two (2) ways to enter the Sweepstakes:

- A. Winston Rewards Points redemption entry:** Eligible entrants ("Eligible Entrants") may enter the Sweepstakes by redeeming Points (as defined and set forth in the Winston Rewards Program Terms and Conditions found here <https://winstoncigarettes.com/Assets/pdf/rewards/rewards-terms-and-conditions.pdf>), for Sweepstakes entries during the Sweepstakes Entry Period. This entry method requires an entrant to be a registered member on the Website and to have a Winston Rewards

account. To become a registered member on the Website, you may register for free by visiting the Website, selecting “New Here?”, and following the registration directions which includes age verification through a third-party data source. To set up a Winston Rewards account visit <https://winstoncigarettes.com> and click on the “Rewards” link on the home page. Then follow the links and instructions to agree to the terms and conditions and redeem your Points. **One hundred (100) Points are equal to one (1) Sweepstakes entry.**

- B. Mail-in entry:** To enter the Sweepstakes without redeeming Points, an Eligible Entrant may hand-write his/her complete first and last name (no initials), valid e-mail address, valid street address (P.O. boxes not accepted), city, state, zip code, telephone number, and date of birth (MM/DD/YYYY) on a 3½”x 5” card/paper, place in an outer envelope, and mail it with sufficient postage to: The Winston Race Fan Sweepstakes, P.O. Box 4006 Dept. S8659 Grand Rapids, MN 55730-4006. Eligible Entrants who submit a mail-in entry will receive one (1) Sweepstakes entry per mail-in entry received. Each mail-in entry must be mailed in a separate envelope, postmarked by May 31, 2023, and received by June 7, 2023 in order to be eligible for the random drawing.

Mail-in entries must be legibly hand-written by entrant. Sponsor is not responsible for lost, late, misdirected, incomplete, stolen, damaged, illegible, or postage-due entries or mail; no copies or mechanical reproductions of mail-in entries will be accepted. Mail-in entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES.

- 4. RANDOM DRAWING:** On or about June 13, 2023, Administrator will randomly select two hundred and one (201) potential winners from among all eligible entries received in the Sweepstakes Entry Period. All winners are deemed to be a potential winner, pending verification of the entrant's eligibility and compliance with these Official Rules as determined by Sponsor or Administrator, at their sole and absolute discretion. The potential winners will be notified by U.S. Mail, phone or email on or about June 15, 2023.

5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:

Sweepstakes Prizes: One (1) grand prize (“Grand Prize”) which consists of a VIP Race Fan Experience (“Trip”); ARV: up to \$70,450.00; Twenty Five (25) first prizes (“First Prize”): one (1) \$500 Weather Tech Gift Card, ARV: \$500.00; Seventy Five (75) second prizes (“Second Prize”): one (1) Backpack

Cooler, ARV: \$179.99 and One Hundred (100) third prizes ("Third Prize") one (1) Radio Scanner Headphones, ARV: \$79.95.

The Trip includes round-trip business class air transportation from a major U.S. gateway airport nearest winner's residence (as determined by Sponsor) to Charlotte NC, for the Grand Prize winner ("Grand Prize Winner") and one (1) guest ("Guest"), 4-Days/3-Nights luxury at-track RV accommodations October 6, 2023 through October 9, 2023 at the Charlotte Motor Speedway [one (1) deluxe Recreational Vehicle ("RV"), double occupancy]; two (2) VIP passes to the auto races on Saturday, October 7, 2023 and Sunday, October 8, 2023 at the Charlotte Motor Speedway; three (3) at-track catered breakfasts; two (2) at-track catered lunches; three (3) Sponsor-arranged dinners; pre-arranged Sponsor-determined tours including lunch, airport and event transportation. Sponsor will also award a cash payment of \$20,000.00 in the form of a check made payable to the Grand Prize Winner. ARV; up to \$70,450.00. Alternatively, the Grand Prize Winner may select a cash prize of \$30,000.00, to be awarded as a check made payable to Grand Prize Winner in lieu of the Trip and the \$20,000 payment. The difference in value as stated herein and value at time of prize notification, if any, will not be awarded in cash or otherwise. The Grand Prize Winner acknowledges and agrees that if any alcohol is consumed by the Grand Prize Winner and/or Guest, such alcohol consumption is at the sole discretion of the Grand Prize Winner and Guest. Sponsor is not responsible for any cost or liability resulting from such alcohol purchases and/or consumption. The Grand Prize Winner's Guest must be twenty-one (21) years of age or older as of the date of departure and must travel on the same itinerary and at the same time as the Grand Prize Winner. Once a Guest is selected, he/she may not be substituted except in Sponsor's sole and absolute discretion. The Grand Prize Winner and Guest must each execute an Affidavit of Eligibility and Liability Release and (where lawful) a Publicity Release and submit a valid government-issued ID prior to issuance of travel documents. All travel is at the risk of the Grand Prize Winner and Guest. If, for any reason, the Grand Prize Winner and/or his/her Guest misses the initial flight as scheduled to his/her destination, the Grand Prize Winner will forfeit the Prize. If, for any reason, the Grand Prize Winner and/or his/her Guest is not present for the designated return flight, he/she is solely responsible for his/her return flight. If, for any reason, the Grand Prize Winner and/or his/her Guest is not present for pre-arranged lodging/airport transfers and/or ground transportation, he/she is solely responsible for his/her lodging/airport transfers and/or ground transportation. If, for any reason, the Grand Prize Winner and/or his/her Guest is not present for pre-arranged activities, meals, or other pre-arranged and/or pre-paid activities he/she is solely responsible for his/her meals, and unused or partially used pre-payments will not be awarded. The Trip is subject to all applicable lodging and airline policies, and practices and procedures. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor assumes no responsibility for canceled, delayed, suspended, or rescheduled events (including but not limited to airline flights, ground transportation, or activities) or any acts or omissions whatsoever by the air carriers, lodgings, venue operators, transportation companies, prize providers, or any other persons providing any Trip-related services or accommodations beyond Sponsor's control. The Grand Prize consists only of the elements expressly set forth above; no other elements or expenses (including, without limitation, insurance, unspecified meals, unspecified ground transportation, phone calls, gratuities, incidentals, souvenirs, gasoline, etc.) are included in the Grand Prize and all such expenses are the sole responsibility of the Grand Prize Winner. The Grand Prize Winner is responsible for obtaining the proper travel documentation

(e.g. boarding passes, valid government-issued photo ID) prior to travel. Once issued, tickets are nonrefundable and nontransferable and may not be reissued once travel has commenced. Open tickets may not be issued and stopovers are not permitted. Sponsor will not replace any lost, mutilated, or stolen tickets.

ARV: The total ARV of all Prizes is \$104,444.25

Odds: The odds of winning a prize depend on the number of eligible Sweepstakes entries received during the Sweepstakes Entry Period.

6. HOW TO CLAIM THE PRIZE: The potential winners are subject to age verification and confirmation that they meet the eligibility criteria set forth in Section 2 above. The Sponsor or its authorized designee will notify the potential winners by U.S. Mail, phone or email on or about June 13, 2023. Before being declared the Grand Prize Winner, the potential Grand Prize Winner will be required to execute and return an Affidavit of Eligibility and Liability Release and (where lawful) a Publicity Release and submit a copy of a valid government-issued photo identification document within ten (10) business days after prize notification in order to claim the prize. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or in the event that the potential Grand Prize Winner fails to return an executed and notarized Affidavit within the stated time period, the Grand Prize may be forfeited, and in Sponsor's sole discretion, the forfeited Grand Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of Eligible Entrants rendering Sponsor unable to reach any potential winner. If, after a good-faith attempt, Sponsor is unable to award or deliver the prize, the prize may not be re-awarded.

THE GRAND PRIZE WINNER WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE GRAND PRIZE AND MUST SUBMIT HIS OR HER SOCIAL SECURITY NUMBER, AS REQUIRED BY LAW. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

Sponsor will attempt to notify the potential winners as set forth above, but Sponsor is not responsible for any undelivered emails, including without limitation emails that are not received because of a potential winner's privacy or spam filter settings which may divert any Sweepstakes email, including any winner notification email, to a spam or junk folder. The prizes are non-assignable and non-transferable, and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize, or portion thereof, of equal or greater value in case of unavailability of a Prize or force majeure, at Sponsor's sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Sponsor or Administrator will contact the winners to arrange prize fulfillment details. Sweepstakes Entities shall not be held responsible for any delays in awarding the prizes for any reason.

Actual value of the Trip may vary based on point of departure and dates of travel. If Grand Prize Winner resides within a 100-mile radius of Trip destination, Sponsor reserves the right to provide ground transportation in lieu of air transportation and no compensation or substitution will be provided for the difference in prize value. Travel arrangements must be made through Sponsor's agent, on a carrier of Sponsor's choice, at least thirty (30) days prior to travel. Grand Prize Winner and Guest must travel together on the same itinerary and are responsible for obtaining all travel documents prior to travel. Flight schedules are subject to change without notice. Sponsor and Sweepstakes Entities are not liable for any expenses incurred as a consequence of flight cancellation/delay. Location of seats will be determined by Sponsor. Tickets are subject to certain terms and conditions specified thereon. Grand Prize Winner and Guest agree to comply with all venue rules and regulations. Failure to do so may result in forfeiture of such portion of the Grand Prize.

By participating and accepting the Grand Prize, the Grand Prize Winner represents that he/she understands that travel, whether by plane, automobile, or other conveyance, or by foot, and in the air, contains some inherent element of risk of accident, illness, injury, loss or death, which may be caused by negligence, forces of nature, or other agencies, known or unknown. Grand Prize Winner and his/her Guest represent that they recognize that such risks may be present at any time before, during and after the Trip. Certain travel restrictions may apply.

Air transportation and Trip accommodations are subject to availability. All other costs and expenses associated with the acceptance and use of the Grand Prize not stated in the prize description above as being provided, including, but not limited to, all federal, state and local taxes, luggage fees, meals, gratuities and tips will be the sole responsibility of the Grand Prize Winner. In the event Sponsor is unable to provide tickets to any event or any portion of the Trip is cancelled for any reason, no compensation or substitution will be provided for that portion of the Grand Prize; however, the remainder of the Grand Prize package will be awarded and Sponsor will have no further obligation to Grand Prize Winner. Sponsor will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage, pandemics or any natural disaster outside its control that may cause the cancellation of the Trip and ultimately these Official Rules will govern in any of these cases. Grand Prize Winner and his/her Guest irrevocably waive all claims against the Sponsor and the Administrator, and agree that the Sponsor and the Administrator will have no liability or responsibility and shall be held harmless by Sweepstakes entrants/Grand Prize Winner/Guest for any claim arising in connection with a potentially heightened risk of exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof, and sickness arising as a result of Grand Prize Winner and/or Guest participating in the Sweepstakes and related activities, wherever, whenever or however the same may occur. Grand Prize Winner and his/her Guest fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease [together with any mutation, adaptation or variation thereof ("COVID-19")] is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present including the Trip; (b) no precautions, including the protocols that may be implemented from time to time based upon public health and government-sponsored guidelines (collectively, the "Protocols"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public

health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. Grand Prize Winner and Guest must also pass any required medical testing and comply with any additional requirements, at any time, that may be required or recommended by any government agency, airline, or Sponsor, including without limitation, passing one (1) or more COVID-19 antigen and/or molecular PCR and screening tests, and testing negative for COVID-19 or having been vaccinated against COVID-19. Grand Prize Winner and Guest may also be required to execute any assumption of risk and/or other documents relating to COVID-19 or he/she may not be permitted to travel. Grand Prize Winner must travel on dates specified by Sponsor or the Grand Prize will be forfeited and Sponsor will have no further obligation to such Grand Prize Winner. No substitution, transfer or cash equivalent is permitted except by Sponsor, which reserves the right to substitute the Grand Prize (or portion thereof) with one (1) of comparable or greater value at its sole discretion. Grand Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. All Prize details are at the sole discretion of Sponsor.

7. **LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable email/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes or Sweepstakes entries; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each Eligible Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to indemnify, release and hold harmless each of the Released Parties from any and all claims; lawsuits; judgments; causes of action; proceedings; demands; fines; penalties; liability for any damages, injuries or losses of any kind to person(s), including death, or property; costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or

element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by an entrant or the Released Parties.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winners. If, for any reason, including but not limited to, an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended prizes will be awarded in a random drawing from among all verified prize claims received.

Without limiting the foregoing, to the extent that a third-party manufacturer of the product provides any warranty with a prize, Sponsor shall pass such warranty through to the winner(s). Any prize images depicted in advertising and promotional materials may vary from the actual prize as any depiction of a prize is for illustrative purposes only. The trademarks associated with prizes are the property of their respective owners, who are NOT affiliated with this Sweepstakes in any fashion whatsoever, and no endorsement is suggested or implied.

8. **DISPUTES: IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NORTH CAROLINA. THE ARBITRATOR SHALL APPLY NORTH CAROLINA LAW CONSISTENT WITH THE FEDERAL ARBITRATION ACT AND APPLICABLE STATUTES OF LIMITATIONS, AND SHALL HONOR CLAIMS OF PRIVILEGE RECOGNIZED AT LAW. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN GUILFORD COUNTY, NORTH CAROLINA. IF ANY PART OF THIS ARBITRATION PROVISION IS DEEMED TO BE INVALID, UNENFORCEABLE, OR ILLEGAL (OTHER THAN THAT CLAIMS WILL NOT BE ARBITRATED ON A CLASS OR REPRESENTATIVE BASIS), OR OTHERWISE CONFLICTS WITH THE RULES AND PROCEDURES ESTABLISHED BY JAMS, THEN THE BALANCE OF THIS ARBITRATION PROVISION**

SHALL REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH ITS TERMS AS IF THE INVALID, UNENFORCEABLE, OR ILLEGAL OR CONFLICTING PROVISION WERE NOT CONTAINED HEREIN. IF, HOWEVER, THE PORTION THAT IS DEEMED INVALID, UNENFORCEABLE, OR ILLEGAL IS THAT CLAIMS WILL NOT BE ARBITRATED ON A CLASS OR REPRESENTATIVE BASIS, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID, AND NEITHER CLAIMANT NOR SPONSOR SHALL BE ENTITLED TO ARBITRATE THEIR DISPUTE. UPON FILING A DEMAND FOR ARBITRATION, ALL PARTIES TO SUCH ARBITRATION SHALL HAVE THE RIGHT OF DISCOVERY, WHICH DISCOVERY SHALL BE COMPLETED WITHIN SIXTY (60) DAYS AFTER THE DEMAND FOR ARBITRATION IS MADE, UNLESS FURTHER EXTENDED BY MUTUAL AGREEMENT OF THE PARTIES. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

9. **GOVERNING LAW & JURISDICTION:** The Sweepstakes Official Rules and the Sweepstakes are governed by US law and are subject to all applicable federal, state, and local laws and regulations. All issues and questions concerning the printing, construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and the Sponsor in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of North Carolina or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of North Carolina), and any matters or proceedings which are not subject to arbitration as set forth in Section 8 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the state of North Carolina, in the City of Greensboro.
10. **PRIVACY:** Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected by Administrator for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Administrator's Privacy Policy as stated at <https://apfco.com/about/privacy.cfm>; such information may be provided to the Sponsor, and will be governed by Sponsor's Privacy Policy <https://www.itgbrands.com/privacy-policy>.
11. **PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a prize, each Eligible Entrant agrees to allow the Sponsor and/or the Sponsor's designee, the perpetual right to use his/her name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Sweepstakes and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide and on the

World Wide Web, without review, notification, approval, or additional compensation, unless prohibited by law, in all media now known or hereafter discovered, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

12. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has entered or attempted to enter by using multiple phone numbers, email addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded the prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Eligible Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of the Winner, the winning entry will be declared made by the authorized account holder of the email address submitted on the registration form associated with such 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) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each Eligible Entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, print advertising, digital advertising, and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

13. **WINNERS' LIST:** To obtain a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners' List, The Winston Race Fan Sweepstakes, P.O. Box 8077,

Dept. S8659, Grand Rapids, MN 55745-8077. Requests for Winners' names must be received no later than June 28, 2023.

The third-party product names, logos, brands, and trademarks represented in this Sweepstakes are the property of their respective owners. These companies are not affiliated with Sponsor and do not sponsor or endorse this Sweepstakes.

© 2023 ITG Brands, LLC. All Rights Reserved.