THE JOCKEY X TRACKHOUSE RACING EXPERIENCE AT MICHIGAN INTERNATIONAL SPEEDWAY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

You understand that you are providing your information to B.A.S.S., LLC and not to Instagram and Facebook. The information you provide will only be used in marketing as it directly relates to B.A.S.S., LLC and Jockey International, Inc. ("Jockey"). The Sweepstakes is in no way sponsored, endorsed or administered by or associated with Instagram and Facebook. Information collected in this Sweepstakes will be used in accordance with the B.A.S.S., LLC and Jockey's privacy policies, which may be viewed at Bassmaster.com/privacy-policy and

Jockey.com/customerservice/privacypolicy, respectively. By participating in this Sweepstakes, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy.

SWEEPSTAKES ENTRY PERIOD: The Jockey x Trackhouse Racing Experience at Michigan International Speedway Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on Monday, April 1, 2024 and ends at 11:59:59 PM ET on Saturday, June 1, 2024 (the "Sweepstakes Period"). The Sponsor's computer is the official timekeeping device for this Sweepstakes.

ELIGIBILITY: The Sweepstakes is open to legal residents of the 48 contiguous United States, including the District of Columbia, who are age 18 or older and the age of majority in their state of residence (19 and older in Alabama and Nebraska; 21 and older in Mississippi) at the time of entry. Void in Alaska, Hawaii, Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of B.A.S.S., LLC (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator"), Jockey International, Inc., Trackhouse Racing, and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER: During the Sweepstakes Period, visit

www.bassmaster.com/jockeyoutdoorssweepstakes and follow all entry instructions to complete the entry form and submit to receive one (1) entry into the Sweepstakes (the "Entry"). Entries must be received between Monday, April 1, 2024 at 12:00:01 AM ET and Saturday, June 1, 2024 at 11:59:59 PM ET. <u>Limit: There is a limit of one (1) Entry per person per day.</u> All entries become the property of the Sponsor and will not be acknowledged or returned.

PRIZE/APPROXIMATE RETAIL VALUE ("ARV")/ODDS: There is one (1) Grand Prize available to be won. One (1) Grand Prize winner will receive a trip package for two (2) people, Grand Prize

winner ("Winner") and one (1) guest (the "Guest"), to attend the Michigan International Speedway race on August 18, 2024. Grand Prize includes:

- Two (2) Pit Road Passes to the Michigan International Speedway race in Brooklyn, MI on Sunday, August 18, 2024. Pit Road Passes will include Garage Access, Hauler Tour, Daniel Suarez Meet and Greet, Pit Road Tour, Lunch with Trackhouse Racing, Pre-Race and Driver Introductions Access;
- \$2,250 cash for Winner to use towards hotel accommodations, flights and car rental; and
- One (1) \$500 Pre-Paid Bank Gift Card for other travel expenses.

The ARV of Grand Prize: \$3,500. Odds of winning will depend upon the total number of eligible entries received. Winner will be responsible for booking their own travel and accommodations.

RANDOM DRAWING: The potential Winner will be selected in a random drawing on or about **Monday, June 3, 2024** from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

WINNER NOTIFICATION & VERIFICATION: The potential Winner will be notified by the Sweepstakes Administrator, via email and/or phone, and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Winner to furnish their Social Security Number for the sole purpose of tax reporting, as required by law. Guest of winner will also be required to sign a Travel Companion Liability & Publicity Release. Noncompliance will result in disqualification and an alternate winner may be selected.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these Official Rules, that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

PRIZE CONDITIONS: Grand Prize and components are not assignable, transferable and may not be substituted except at Sponsor's sole discretion. Michigan International Speedway race Pit Road Passes and Pre-Paid Bank Gift Card are not redeemable for cash and will not be replaced if lost or stolen. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

All travel related expenses are the sole responsibility of Winner. Winner will be responsible for booking their own travel and accommodations. Prize must be used on dates specified or prize will be forfeited. Dates are subject to change. Winner's Guest must be legal U.S. resident, 18 years or older and the age of majority in their state of residence, unless Guest is a child of the winner. Guest must complete and return a Travel Companion Liability & Publicity Release prior to travel as noted above. If winner's Guest is deemed a minor in their state of primary residence, Grand Prize winner must be minor Guest's parent or legal guardian and must execute the Travel Companion Liability Release on the minor Guest's behalf, as applicable.

THE RELEASED PARTIES (AS DEFINED BELOW) SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

Sponsor is not the provider of Michigan International Speedway race ("Event"), which is managed or controlled by an independent third party ("Event Sponsor"), and Sponsor has no power to manage or control the operations of Event Sponsor or any third party provider. Sponsor makes no guarantees or warranties about tickets to the Event or Event itself. The Event Sponsor and its agents or representatives shall not be treated as Sponsor's agents for any purpose, and Sponsor is not responsible for the action or inaction of Event Sponsor, nor is Sponsor liable for any loss or penalties incurred if Event Sponsor is sold, ceases to exist, becomes inoperative, if an Event or any components included in the tickets portion of the prize is delayed, postponed, cancelled or changed for any reason; for acts of nature; or for amenities, services and/or facilities not being available due to renovations, strikes, bankruptcy and/or acts of nature. Event tickets are issued subject to terms and conditions of Event Sponsor, which will be listed on the back of the ticket. Any meals, transportation or accommodation arrangements (or other incidental expenses) made in connection with redeeming will be the sole responsibility of winner unless expressly provided herein. Notwithstanding anything to the contrary in these Official Rules or otherwise, Sponsor will not offer cash substitution or refunds or be liable in any way for expenses that Winner incurs related to an Event that has been cancelled by the Event Sponsor, except in its sole and absolute discretion. If the Event does not take place as scheduled, for reasons such as cancellation, preemption or postponement, or for any reason beyond the control of the Sponsor, Sponsor's sole responsibility will be to award the remaining portion of the Grand Prize and no additional substitution or compensation will be provided. Event tickets and pre-paid gift cards are subject to the issuing company's complete terms and conditions and will not be replaced if lost or stolen.

Winner is responsible for all federal, state, local and income taxes associated with winning prize.

Except where prohibited by law, entry and acceptance of prize constitute permission to use Winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

GENERAL: Although subsequent attempts to enter on a given day may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, Jockey International, Inc., Trackhouse Racing, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prize offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or

claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, entrant (i) agrees to be bound by these official rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND

USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Alabama, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE: (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the

state and federal courts in Jefferson County, Alabama and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Jefferson County, Alabama. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Jefferson County, Alabama. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

PRIVACY: As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's and Jockey's Privacy Policies, which can be found at https://www.bassmaster.com/privacy-policy and https://www.jockey.com/customerservice/privacypolicy, respectively.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, send a self-addressed, stamped envelope by June 3, 2024, to: **The Jockey x Trackhouse Racing Experience at Michigan International Speedway Sweepstakes** Official Rules Request, PO Box 654, Social Circle, GA 30025-0654.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winner (available after June 3, 2024), send a stamped, self-addressed envelope (no later than July 3, 2024) to: The Jockey x Trackhouse Racing Experience at Michigan International Speedway Sweepstakes Winner Confirmation Request, PO Box 654, Social Circle, GA 30025-0654.

SPONSOR: B.A.S.S., LLC, 3500 Blue Lake Drive, Suite 330, Birmingham, AL 35243.

SWEEPSTAKES ADMINISTRATOR: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

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