

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST HAVE A TWITTER ACCOUNT TO PARTICIPATE. VOID WHERE PROHIBITED BY LAW. EXCEPT FOR THE MARKS OF THE SPONSOR (ADDRESSED BELOW), ENTRY MUST NOT CONTAIN ANY THIRD-PARTY TRADEMARKS, LOGOS, TRADE DRESS OR PROMOTION OF ANY BRAND, PRODUCT, OR SERVICE.

ELIGIBILITY: The Brickyard 400 Ticket Giveaway (“Sweepstakes”) begins on 8/27/18 at 12:00PM Eastern Time (“ET”) and ends on 9/5/2018 at 12:00PM ET (“Promotion Period”). The time shall be determined by Sponsor’s timekeeping systems, and Sponsor may also rely on the time processing functions of Twitter. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Sweepstakes.

The Sweepstakes is open to legal US residents who are at least 18 years old and the age of majority in their jurisdictions of residence as of the date of entry. Void where prohibited. Employees of Indianapolis Motor Speedway, LLC (“Sponsor”), and its parent companies, subsidiaries, affiliates, advertising agencies, public relations agencies, prize suppliers, including any vendors providing services in connection with this Sweepstakes (collectively, the “Sponsor Affiliates”), and employees, agents, directors, officers (including members of their immediate family – i.e., spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren – or those living in the same household) of Sponsor or any Sponsor Affiliates are not eligible to participate in the Sweepstakes. Sweepstakes is subject to all applicable federal, state, and local laws.

To participate, you must have a Twitter® account that is open to the public. If you are not a registered user of Twitter, you can register at Twitter.com. There is currently no fee to register for Twitter.

TO ENTER: Complete the following steps during the Promotion Period:

1. Sign in to/create your own personal Twitter account;
2. Follow @IMS on Twitter;
3. From your personal Twitter account, re-tweet the post by @IMS with the hashtag #IMSTicketGiveaway on their page located at twitter.com/IMS;
4. Include the hashtags #IMSTicketGiveaway and #pickme AND the handle @IMS in your tweet.

You may only enter one (1) time during the Promotion Period. Limit one (1) prize per person. Sponsor is not responsible for lost, late, misdirected entries or entries not received regardless of cause. In the event of a dispute over who submitted an entry, the entry will be deemed to have been directly submitted by the authorized account holder of the Twitter account used to enter the Sweepstakes. The authorized account holder is deemed to be the natural person who is assigned to the account by the relevant entity responsible for assigning those accounts, provided that such person satisfies all other Sweepstakes eligibility requirements. By entering and/or participating, entrants agree to be bound by these Official Rules and Sponsor’s Privacy Policy (<http://www.indianapolismotorspeedway.com/legal/privacy-policy>) as set forth in these Official Rules and hereby incorporated by reference.

The use of multiple identities and/or accounts is prohibited, and any attempt to obtain more than the stated number of entries will void that participant’s entries and may result in participant’s disqualification. Incomplete, forged, altered, automated, mechanically reproduced, lost, late, misdirected, garbled, or illegible entries, or entries that do not meet the size or formatting requirements specified above, will be disqualified. Sponsor will not be responsible for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender, Sponsor, or Sponsor’s Sweepstakes application service provider.

All entries become property of Sponsor and none will be returned. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Sweepstakes.

REQUIRED REPRESENTATIONS AND WARRANTIES: You must meet all of the following as applicable to your entry. Failure to do so may result in your disqualification.

By entering, you represent and warrant with regard to your entry:

- (i) It is your own original work or you have all the rights necessary to post or re-post the content. **Each entry must not contain any material that would violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is defamatory, threatening, indecent, obscene or offensive, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or which requires a license from any third party.**
- (ii) **Except for the marks of the Sponsor (addressed below), the entry does not reference any person other than entrant, or any names, products or services of any company or entity or any third party trademarks, logos, copyrights, trade dress or promotion of any brand, product, or service.** Sponsor grants you the limited permission to use its trademarks in your entry solely for purposes of entering. You shall immediately cease any and all use of Sponsor's trademarks upon expiration or termination of this Sweepstakes.
- (iii) Your entry is appropriate for public viewing. Without limiting the foregoing, your entry is not lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, or otherwise contain content which Sponsor in its sole discretion decides is inappropriate or objectionable. Your entry or entries must also not disparage or cast a negative light on any person, entity, or brand, product, or service.
- (iv) Your entry complies with all of Twitter's requirements and terms regarding the use of that service.

You agree to reimburse Sponsor in full in respect of any losses, damages, and expenses, including reasonable legal fees (including, where permitted, reasonable attorney fees) that they may sustain from the breach of a representation or warranty made by you or the use of any rights granted by you to Sponsor hereunder. By entering, you warrant that your entry or entries comply with the requirements set out above including those at (i)-(iv) above. By entering, you will and hereby do assign to Sponsor your full right, title and interest over your entry, including any and all trademark, copyright, publicity and other intellectual property rights related thereto. Whenever requested by Sponsor, you will provide the necessary documents regarding the assignment to Sponsor and you will execute any documents that Sponsor might reasonably request for such assignment. In the event, and to the extent, that you cannot assign your entry as a matter of law, you hereby grant to Sponsor a perpetual, irrevocable, exclusive, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce your entry and to otherwise use, exploit, copy, modify, adapt, edit, publish and display the entry in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of commercial or trade purposes, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission. Further, by entering, you hereby waive any moral rights you may have in any entry in favor of the Sponsor.

WINNER SELECTION: On or about 9/5/18, after the close of the Promotion Period, Sponsor will, by random drawing, select Ten (10) potential winners from among all eligible entries received. Odds of winning depend upon the number of eligible entries received during the Promotion Period. The selected winners are subject to verification of eligibility and compliance with these official rules. Limit one (1) prize per person.

PRIZES: The Ten (10) Prize winners will, upon verification of eligibility and compliance with these official rules, each receive the following prize:

- [two] (2) GA tickets to the Brickyard 400

The approximate retail value of each Prize is \$70. NO TRAVEL OR ACCOMMODATIONS ARE INCLUDED AS PART OF THE PRIZE.

If the Prize includes tickets to any event (the "Event"), no refund or compensation will be paid in the event of the cancellation or delay of any portion of the Event. Sponsor will not be liable if the Event, or any portion of it, is cancelled or delayed. Sponsor may, in its sole discretion, attempt to reschedule for a future event. Event tickets are subject to certain terms and conditions as specified by issuer. The terms and conditions of the Event tickets may govern if the Event is cancelled due to weather, an act of God, an act of terrorism, civil disturbance or any other reason. Sponsor is not responsible for, and will not replace, lost, mutilated, or stolen Event tickets, vouchers, wristbands, or certificates. Exact details, including seat locations, shall be determined in the sole discretion of Sponsor.

All prizes are awarded "AS IS." Neither Sponsor nor Sponsor Affiliates make or offer any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Sweepstakes or any prize. No issuer of any offered prize is sponsoring this Sweepstakes. Prize details and availability are subject to change, in which case a prize of equal or greater value may be substituted at Sponsor's sole discretion. Prizes consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Sponsor's sole discretion. Sponsor will determine all prize details (brand, model, size, etc.) in its sole discretion. Federal, state, or local taxes on prizes, if any, and any other costs, fees or expenses not listed above are the sole responsibility of each winner.

NOTIFICATION: Potential winner(s) will be notified on or about 9/5/18 via direct message to the potential winner's Twitter account. Sponsor may require the potential winner to verify that he or she is the owner of the account. Potential winner must respond to the notification message and provide all requested information within forty-eight (48) hours of the first contact or attempted contact from Sponsor. Sponsor may require winner(s) to complete, sign, and return an Affidavit of Eligibility/Liability Release/Publicity Release forms and other applicable documents. All required documents must be completed and returned to Sponsor within twenty-four (24) days of the date and time listed on the documents. If a potential winner cannot be contacted, is disqualified, fails to timely execute and return any required forms, an alternate winner may be selected from among the remaining eligible entries.

TO BE ELIGIBLE TO BE DECLARED THE WINNER, YOU MUST TRANSFER ALL INTELLECTUAL PROPERTY RIGHTS THAT YOU DO OR MAY HAVE IN THE ENTRY TO SPONSOR. BY ENTERING POTENTIAL WINNER EXPRESSLY AGREES TO COMPLETE ALL PAPERWORK REQUIRED TO COMPLETE THIS TRANSFER (THE "INTELLECTUAL PROPERTY ASSIGNMENT") BEFORE YOU WILL BE DECLARED THE WINNER.

PUBLICITY & MARKETING: Submission of an entry in the Sweepstakes constitutes permission, but not the obligation, to the Sponsor to use entrant's name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law. Submission of contact information in connection with this Sweepstakes (whether or not required), including, without limitation, mailing address, phone number, and email address, and/or Twitter handle during entry constitutes permission for Sponsor to use entrant's personal information for purposes of administration of the Sweepstakes. You also may opt-in to be added to Sponsor's customer database and to permit Sponsor to contact you in the future for promotional and other reasons. You may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's e-mails). You understand that you are providing your information to Sponsor. The information you provide to Sponsor will only be used in accordance with Sponsor's Privacy Policy.

NO LIABILITY & INDEMNIFICATION: By entering this Sweepstakes, you agree to release, discharge and hold harmless Sponsor, Sponsor Affiliates, Twitter, Inc., and their respective directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, your participation

in this Sweepstakes or any Sweepstakes-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any misrepresentation made by you in connection with the Sweepstakes; any non-compliance by you with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to your involvement with the Sweepstakes; acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes; any malfunction, error or other problem arising in connection with the collection, processing, or retention of entry information; or any typographical or other error in the printing, offering or announcement of any winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Sweepstakes.

OTHER TERMS: Decisions of Sponsor on all matters related to the Sweepstakes are final and binding. Sponsor reserves the right to cancel or modify the Sweepstakes for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Sweepstakes as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL & CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.**

GOVERNING LAW & MANDATORY ARBITRATION: Any disputes arising under this Sweepstakes and/or these Official Rules will be governed by relevant U.S. federal statutes and regulations and the internal laws of the State of Indiana. Sponsor and each entrant agree that any such claim or dispute between the parties, or between a party and any agent, employee, successor, or assign of the other, related to this Sweepstakes and/or these Official Rules (including the applicability of this arbitration clause) shall be resolved by binding arbitration administered by the JAMS under its rules and procedures in effect when the claim is filed. The rules and procedures and other information, including information on fees, may be obtained from JAMS' website (www.jamsadr.com) or by calling JAMS at 949-224-1810. Any award by the arbitrator(s) may be entered as a judgment in any court having jurisdiction.

RIGHT TO DISQUALIFY: Sponsor reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected; if the individual fails to comply with any requirement of participation or with any provision in these Official Rules; if the individual's behavior or communication at any point is disruptive, may or does cause damage or to any person, property, or reputation of Sponsor, or is otherwise not in accordance with all applicable laws and generally accepted social practices as determined in Sponsor's sole discretion.

SEVERABILITY: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

NO AFFILIATION WITH TWITTER: This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter or any other named or depicted people or entities other than Sponsor. Any questions, comments or complaints regarding the Sweepstakes should be directed to Sponsor.

WINNER ANNOUNCEMENT: Winners will not be publicly announced, however to obtain a list of winners, please contact Kenzie Kittle, kkittle@brickyard.com.

SPONSOR: Indianapolis Motor Speedway, LLC, 4790 W 16th Street, Indianapolis, Indiana 46222.