

OFFICIAL RULES FOR THE “The April Ultimate Fan Access Sweepstakes”

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

SWEEPSTAKES PERIOD: The “April Ultimate Fan Access Sweepstakes” (“Sweepstakes”) begins August 30, 2019 at 12:00 AM EST and ends on March 20, 2020 at 11:59PM EST (the “Sweepstakes Period”).

HOW TO ENTER: During the Sweepstakes Period, there are three (3) ways to enter: **(1) Online:** Visit www.RichmondRaceway.com/AprilSweeps and follow the directions provided to complete the entry form and submit to receive one (1) entry into the Sweepstakes. All online entries must be submitted by March 20, 2020 at 12:00 AM EST to be eligible; **(2) Via Mail:** Handprint your name, address, city, state, zip code, daytime and evening phone numbers (including area codes), and date of birth on a 3" x 5" card and mail the card, with proper postage affixed to: “April Ultimate Fan Access Sweepstakes” c/o Richmond International Raceway, LLC, 600 E. Laburnum Ave, Richmond, VA 23222; and **(3) On Site:** Call 1-804-228-7636 to hear a schedule to visit selected scheduled community events and fill out the entry form provided to receive one (1) entry into the Sweepstakes. Entries generated by script, macro or other automated means or by any means which subvert the entry process are void. Limit one (1) entry per person, per email address and per household, regardless of method of entry. Entries received from any person or email address or household in excess of the limitation will be void. All entries become the sole property of the Administrator and will not be returned. Released Parties (as defined below) are not responsible for lost, late, stolen, garbled, incomplete, damaged, delayed, illegible, mutilated, misdirected, or postage-due entries or mail. Incomplete, illegible, or fraudulent entries will be void.

ELIGIBILITY: Sweepstakes is open to legal residents of the fifty (50) United States and Canada (excluding Quebec) age 21 or older with a valid driver’s license. Canadian residents must also have reached the age of majority in their province/territory of residence. Employees of Richmond International Raceway, LLC (“Administrator”), Topgolf USA Richmond, LLC (“Sponsor”), their parents, subsidiaries, limited liability and affiliated companies, and advertising and promotion agencies, and each of their respective family members (parent, child, spouse, sibling and their respective spouses, regardless of where they reside), and members of their households, whether or not related, are not eligible to enter or win. Sweepstakes is subject to all applicable federal, state and local laws. Void where prohibited by law.

DRAWING: Potential winner will be selected in a random drawing held on or about March 20, 2020, from all eligible entries received. Odds of winning depend on the number of eligible entries received.

WINNER NOTIFICATION: Potential winner will be contacted via telephone and/or email and will be required to execute and return an affidavit of eligibility, a publicity release (except where prohibited), a liability release and a copy of his/her valid personal identification card bearing his/her photograph, name, age, and address within ten (10) days of date of issuance. In addition, if any potential winner is a Canadian resident, he/she must answer unaided a time-limited mathematical skill-testing question as a condition to receiving a prize. The execution of additional releases and/or waivers of liability required by Administrator and/or any other applicable sanctioning body or prize provider may also be required and returned within the time period specified by such entities, as appropriate. Return of prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Administrator to contact a potential winner within a reasonable time period or noncompliance with these Official Rules by any potential winner will result in disqualification and, at Administrator’s sole discretion, the prize may be awarded to a runner-up. If any potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Administrator reserves the right to award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.

PRIZE: One (1) grand prize winner will receive two (2) tickets to the NASCAR Truck Series and the NASCAR Cup Series race events scheduled to be conducted at Richmond Raceway on Saturday, April 18,

2020 and Sunday, April 19, 2020 respectively; two (2) pace car rides on Saturday, April 18, 2020; two (2) NASCAR Cold Garage passes valid for April 18-19, 2020; weekend FanGrounds pass for winner and guest; one (1) hotel room, double occupancy for the nights of Saturday, April 18, 2020 and Sunday, April 19, 2020; and \$100 Visa gift card for other expenses. Cold pit passes and pace car rides are subject to the rules and regulations of Richmond International Raceway, LLC and any applicable sanctioning body. Approximate retail value of the prize is: \$700.00. Odds of winning depend upon number of eligible entries received. All applicable taxes, license, registration fees, insurance, and any other expenses not specifically listed herein (including without limitation any necessary transportation, luggage fees, meals, gratuities and delivery charges) are the responsibility of each prize winner. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Administrator. No substitution, transfer or cash redemption of prizes is permitted, except by Administrator, which reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value. All prize details are at Administrator's sole discretion.

GENERAL CONDITIONS: By entering this Sweepstakes and/or accepting any prize, entrant agrees: (1) to release, discharge and hold harmless Richmond International Raceway, LLC, Topgolf USA Richmond, LLC, their respective parents, subsidiaries, limited liability and affiliated companies, advertising and promotion agencies, and each of their respective shareholders, officers, directors, employees, members, agents and assigns (collectively, the "Released Parties") 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 Sweepstakes or from the acceptance and use/misuse of any prize; and (2) to abide by, and be bound by these Official Rules and the decisions of the Administrator relating to participation in the Sweepstakes, selection of winners and awarding of prizes, which shall be final. Acceptance of any prize constitutes permission for Administrator to use winner's name, biographical information, city and state of residence, voice, photograph, image and/or likeness for advertising, promotional and other purposes in any and all media now known or hereafter devised, worldwide, in perpetuity, without further compensation, notification or permission from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so, unless prohibited by law. Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize, or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Administrator, will be disqualified and all associated entries will be void. Should any portion of the Sweepstakes be, in Administrator's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Administrator, corrupt or impair the administration, security, fairness or proper play, or submission of entries, or should the Sweepstakes be unable to run as planned for any other reason, Administrator reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner in a random drawing from among all eligible, non-suspect entries received prior to action taken. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. "Authorized account subscriber of the e-mail account" is the natural person who is assigned the e-mail

address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses.

FORUM SELECTION: This Sweepstakes shall be governed by the laws of the Commonwealth of Virginia. Each entrant knowingly and voluntarily intends and agrees that (i) the mandatory, exclusive venue for any action in any way related to or arising out of this Sweepstakes or prizes awarded shall be resolved individually without resort to any form of class action and shall be the state and federal courts in and for Henrico County, Virginia; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Sweepstakes, but in no event attorneys' fees. Each entrant hereby knowingly and voluntarily waives any and all objections to venue and personal jurisdiction in the foregoing, and submit themselves thereto. Each entrant hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the aforementioned courts shall have in personam jurisdiction and venue over them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

CLASS ACTION WAIVER: Each party agrees that an arbitrator, judge, magistrate or other similar authority may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **You agree to waive any right to a jury trial or to participate in a class action.**

WINNERS' LIST: The winners' names will be posted on www.richmondraceway.com on March 20, 2020 or they may be obtained by sending a properly stamped, self-addressed envelope to "April Ultimate Fan Access Sweepstakes" C/O Richmond International Raceway, LLC, 600 E. Laburnum Ave, Richmond, VA 23222. Mail-in winners' list requests must be received by March 30, 2020. Requests not received by the specified date will not be honored.

ADMINISTRATOR: This Sweepstakes is administered by RICHMOND INTERNATIONAL RACEWAY, LLC d/b/a Richmond Raceway, a Delaware corporation, having its principal place of business at 600 East Laburnum Avenue, Richmond, Virginia 23222.

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SPONSOR: Topgolf USA Richmond, LLC, with a principal place of business at 8750 N. Central Expressway, Suite 1200, Dallas, Texas 75231.

CONSUMER PRIVACY:

Richmond Raceway's privacy policy located at www.richmondraceway.com/About/Track-Info/Privacy-Policy.aspx

Sponsor's privacy policy located at <https://topgolf.com/us/company/privacy-policy/>

Toyota Motor Sales, Inc. privacy policy located at <https://www.toyota.com/support/privacy-rights>

Drive Smart VA: DRIVE SMART Virginia only has access to collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone. DRIVE SMART Virginia will not share your information with any third party outside of our organization. Unless you ask us not to, we may contact you via email in the future to tell you about programs, events, services, or changes to this privacy policy.