# 2023 "NASCAR Powerball Playoff - Race to \$1 Million" Social Media Promotion Rules

#### **OFFICIAL RULES:**

1. ENTRY PERIOD: The North Carolina Education Lottery ("Sponsor") May 2023 "NASCAR Powerball Playoff – Race to \$1 Million" Social Media Promotion ("Promotion") begins on Wednesday, May 10<sup>th</sup>, 2023 at 12:00 a.m. Eastern Time ("ET") and will end on Monday, May 15<sup>th</sup>, 2023 at 11:59 p.m. ET. During the Promotion Period, the Sponsor will publish one (1) "Promotion Post" to its official Facebook page (https://facebook.com/nclottery). The Promotion will include one (1) drawing at the conclusion of the entry period for a total of three (3) winners who will each receive two (2) Charlotte Motor Speedway VIP Event Prize Packages, which will include tickets to the Bank of America ROVAL™ 400 on October 8<sup>th</sup>, 2023 at Charlotte Motor Speedway in Concord, NC. Winners will also be entered in the Powerball Race to \$1 Million drawing ("Prize"). Estimated Retail Value ("ERV") of each Prize is \$1,565.47, ERV of all prizes in this promotion is \$4,696.41.

Drawing #	Winners	Platform	Entry Begins	Entry Deadline	Draw Date	Prize
1	3	Facebook	5/10/23 12:00 AM	5/15/23 11:59 PM	On or around 5/16/23	Two (2) Charlotte Motor Speedway VIP Event Prize Packages and entry into the Powerball Race to \$1 Million drawing ERV = \$1,565.47

All comments on each of the Promotion Posts will be saved at the end of the Promotion Period and will become the exclusive property of the Sponsor. The results will be compiled and winners determined and notified within one (1) week of the end of the Promotion Period.

2. ELIGIBILITY: Promotions are open to all North Carolina residents who are at least eighteen (18) years old or older. No person shall attempt to obtain multiple entries or be eligible to win more than one prize. Selected entrants for prizes must provide their full name, North Carolina mailing address, birthdate, phone number and email address. By submitting an entry, Entrant agrees to comply with the NCEL social media policy. Entrants DO NOT have to be a Lucke-Rewards member to win. No purchase is necessary to enter or win. Entrants are subject to all Sponsor Rules and Regulations, the North Carolina State Lottery Act, the drawing procedures and Facebook rules and regulations. This Promotion and/or any parts thereof, including the award of any prizes, is void where prohibited by law. Employees, directors, officers, commissioners, and agents of Sponsor, Scientific Games Corporation, Pollard Banknote Limited/NeoPollard, GTECH Corporation and/or IGT, Cactus Communications Inc., Spurrier Group, MDI Entertainment, LLC, BrkThru Digital, Thomas & Gibbs CPAs PLLC and members of their respective households, are prohibited from participating in this Promotion.

For prizes with an ERV of \$600 or more, debt setoff will be deducted from cash awarded, if any, in accordance with NC Gen. Stat. § 18C-134. If cash awarded is not sufficient to cover the debt, winner must satisfy the debt within 4 days. In the event a winner does not satisfy all debt reported to the NCEL under NC Gen. Stat. § 18C-134 within the time allotted, that winner forfeits their prize and it will be awarded to an alternate winner.

3. HOW TO ENTER: There is a limit of one (1) eligible comment per social persona for the Promotion Period during the Promotion. Any social persona may enter a comment in each Promotion Entry Period but may only win one prize. All entries must be submitted within the Promotion Entry Period for the applicable drawing.

For the purposes of these Rules, a 'social persona' is one or more social media accounts across one or more social media platforms that belong to a single person.

Winners will be randomly selected from the following method of entry:

FACEBOOK: Users will enter with a comment on the official Facebook promotion entry post (the "Promotion Post"). A valid entry shall be defined as the first response made by a user during the Entry Period on the official Facebook post. Responses made on other Facebook posts will not be eligible.

Any comment containing spam links, offensive language, personal attacks or incessant similar posting will be disqualified from this Promotion.

Entries sent via any other method, including through any other website submission, social media, U.S. mail/courier, drop-off, etc. will be disqualified.

WINNERS AND PRIZE: Odds of winning in any drawing depend on the number of entries received for the drawing. Entries will be collected via qualified comments on the Promotion's Facebook post at the end of the Entry Deadline period for the drawing. Three (3) entrants will be randomly selected in the drawing to win a Prize, for a total of three (3) winners in the Promotion. The prize package is subject to mandatory taxes and other State withholdings, as required by law. Mandatory fees and tax withholdings will be paid by the Sponsor. The prize package value is \$1,565.47. The NCEL will remit the minimum required tax withholdings to the appropriate agency and issue the W-2G form to the winner. The NCEL is not responsible for any additional State tax and/or any applicable Federal and local taxes.

Each prize winner will receive a VIP Experience for them and a guest to the Bank of America ROVAL 400 race at Charlotte Motor Speedway on Sunday, October 8, 2023. Tickets are non-transferrable. This package includes;

- 2 tickets to the race
- Admission to the North Carolina Education Lottery hospitality area, where race seating, food, and beverages will be provided
- 1 parking pass to Charlotte Motor Speedway for October 8, 2023
- State taxes paid for the value of this prize. Gross Prize value is \$1,565.47

Prizewinners will also be entered into a series of (5) Powerball Race to \$1 Million drawings, along with winners from other state lotteries, which will be conducted by MUSL to select Semi-Finalists, Finalists and a Grand Prize winner. The drawings are to occur as follows:

## <u>Drawing 1 – August 12, 2023</u>

- MUSL will draw sixteen (16) semi-finalists.
- Public announcement of sixteen (16) semi-finalists will occur on Aug. 26, 2023, during Coke Zero Sugar 400 at Daytona International Speedway in Daytona Beach, FL.

# Drawing 2 – September 9, 2023

- MUSL will draw from sixteen (16) to twelve (12) semi-finalists.
- The four (4) not selected will each receive a \$2,500 cash prize
- Public announcement of twelve (12) semi-finalists will occur on Sept. 16, 2023, during Bass Pro Shops Night Race at Bristol Motor Speedway in Bristol, TN.

#### Drawing 3 – October 1, 2023

- MUSL will draw from twelve (12) to eight (8) semi-finalists.
- The four (4) not selected will each receive a \$5,000 cash prize
- Public announcement of eight (8) semi-finalists will occur on Oct. 8, 2023, during Bank of America Roval 400 at Charlotte Motor Speedway in Concord, NC.

### Drawing 4 – October 11, 2023

- MUSL will draw from eight (8) semi-finalists to four (4) finalists.
- The four (4) not selected will each receive a \$7,500 cash prize
- The four (4) selected will each receive a VIP Trip to the NASCAR Cup Series Championship Race at Phoenix Raceway in Avondale, AZ
- Public announcement of four (4) finalists will occur on Oct. 29, 2023, during Xfinity
   500 at Martinsville Speedway in Martinsville, VA.

## <u>Drawing 5 – November 5, 2023</u>

- Drawing will take place from four (4) finalists to one (1) winner. This final drawing will be broadcast live from the NASCAR Cup Series Championship Race at Phoenix Raceway in Avondale, AZ.
- Three second prize winners will receive a \$10,000 cash prize
- The grand prize winner will receive a \$1,000,000 cash prize

# The four (4) VIP Trip winners will receive:

- Round-trip, coach-class airline transportation for two (2) people from the major airport nearest Winner's city to PHX (if within 250 miles of PHX, rail or ground transportation to be substituted);
- Three (3) nights hotel accommodations (selected by Prize Provider in its sole discretion) in PHX (double occupancy, room and tax only);
- Two (2) Ally Curve Hospitality Club passes (includes food, beverages and FanShield Infield Experience access) at Phoenix Raceway for admission to:
  - NASCAR Xfinity Series Championship™ Race at 4:00pm on Saturday, November 4, 2023
  - NASCAR Cup Series Championship Race<sup>™</sup> at 1:00pm on Sunday, November
     5, 2023
- Two (2) passes for VIP Experiences at Phoenix Raceway during NASCAR Championship Weekend™ for Saturday, November 4 and Sunday, November 5, 2023 including:
  - NASCAR Cup Series™ VIP access
  - NASCAR team hauler tour
  - o MRN Radio booth tour
  - Pace car rides
  - o Pre-Race attendance
  - Victory Lane access
- Two (2) Official NASCAR Championship Weekend™ Event Programs;
- Two (2) Racing Electronics Scanner Rentals for use while at Phoenix Raceway;
- Two (2) Souvenir Gift Bags, each with a retail value of at least two hundred fifty dollars (\$250);
- Two (2) tickets to a Welcome Dinner in Downtown Phoenix on Friday, November 3, 2023;
- All meals while in PHX, including the Welcome Dinner on Friday, November 3, 2023; and
- Ground transportation to and from airports, hotel, and activities in PHX.

Total estimate retail value of the Trip Package is \$11,473.63. Except as provided in these Rules, the Trip Package is non-transferable and non-assignable.

The Grand Prize Winner will receive a Trip Package in addition to the ability to participate in a drawing to be conducted for a prize in the amount of One Million Dollars (\$1,000,000.00). Winner is not required to travel to PHX to participate in the drawing for, and will remain eligible to win, the \$1 Million Prize. Winner may appoint a proxy to take the trip instead, subject to the Trip Prize Terms and Conditions, and will still remain eligible to win the \$1 Million Prize.

Winner (or their proxy) may also have the opportunity to participate in the recording and production of the Program and/or appear in the broadcast of the Program, provided that Winner completes and signs all required releases and forms and consents to a background check. If Winner appoints a proxy, the proxy must complete and sign all required releases and clear the background check in order to take the trip. In the event that Winner's designated proxy does not clear the background check, Prize Provider reserves the right, in its sole discretion, either to (i) allow Winner to appoint another proxy to take the trip (subject to background clearance and Prize Provider deadlines); or (ii) allow proxy to travel and to appoint a second proxy (selected by Prize Provider) to participate in the Program.

Powerball Race to \$1 Million Drawings Winners: The Grand Prize Finalist Winner and Trip Package Winners of this second chance drawing promotion must complete a Winner Claim Form at any NCEL regional claims center within ten (10) days from the first notification date by the NCEL. At least 3 attempts will be made to contact the selected entrant by email, phone call, and/or other methods of contact at the discretion of the NCEL. If winners fail to claim their prize within the ten (10) calendar day period, the NCEL will select a replacement winner from the drawing alternates. The Second Chance Drawing Prize Winners are subject to minimum Federal and State taxes and other State withholdings, as required by law. The NCEL will issue the W-2G form to the Second Chance Drawing Prize Winners for prizes above \$599.

Prizes are not transferable, assignable, or redeemable for cash unless otherwise specified or required by law. Sponsor may, in its sole discretion, substitute a prize of equal or greater value. After a drawing is conducted and verified, eligible winners will be notified by comment reply or direct message via Facebook. If selected entrants do not respond to the notification directing them to contact the Sponsor within 2 days of notification, they will forfeit the prize and the prize will be awarded to an alternate. All drawing entries are subject to verification by the Sponsor or its designee and may be disqualified if eligibility requirements are not met. If an entrant responded to the Sponsor's notification within the specified deadline but fails to provide their full name, North Carolina mailing address, birthdate, phone number and email address to the Sponsor's notification via Facebook, they may be disqualified and the prize will be awarded to an alternate.

By accepting the Prize, the Winner is agreeing to all terms and conditions for admission to the race including, without limitation, the Charlotte Motor Speedway Policies, which are available at <a href="https://www.charlottemotorspeedway.com/events/policies/">https://www.charlottemotorspeedway.com/events/policies/</a> and are subject to change without prior notice. Terms and conditions for admission may be imposed by Charlotte Motor Speedway, the City of Concord, Mecklenburg County, the State of North Carolina, or any other entity having authority over such admissions. If the selected entrant does not agree to the terms and conditions of ticketing and admission, they shall decline the Prize, in which case the NCEL will select a replacement winner from the drawing alternates.

The Prize must be claimed by submitting a Claim Form for Prizes over \$600 (<a href="https://nclottery.com/Content/Docs/PlayerPrizeClaimForm">https://nclottery.com/Content/Docs/PlayerPrizeClaimForm</a> \$600ormore.pdf), as well as a Photo ID verifying name, signature and age, and a Social Security Number. Completed Claim Form can be submitted by email with a Valid State-issued ID, through the Lucke-Rewards Secure Document Upload on the NC Lottery website, or claimed at one of the Sponsor's regional offices.

# Regional Office locations:

Office Name	Address		
Palaigh Regional Office & Claim Center	2728 Capital Blvd Suite 144		
Raleigh Regional Office & Claim Center	Raleigh, NC 27604		
Greensboro Regional Office & Claim Center	20A Oak Branch Dr		
Greensboro Regional Office & Claim Center	Greensboro, NC 27407		
Achavilla Bagianal Offica & Claim Contar	16-G Regent Park Blvd		
Asheville Regional Office & Claim Center	Asheville, NC 28806		
Greenville Regional Office & Claim Center	2790 Dickinson Ave Suite A		
Greenville Regional Office & Claim Center	Greenville, NC 27834		
Charlotta Ragional Office & Claim Contar	5029-A West W. T. Harris Blvd		
Charlotte Regional Office & Claim Center	Charlotte, NC 28269		
Wilmington Regional Office & Claim Center	123 North Cardinal Extension Dr Suite 140		
willington regional Office & Claim Center	Wilmington, NC 28405		

Winner must accept the entire VIP Experience or Finalist's Trip Package or decline the entire VIP Experience or Finalist's Trip Package; no winner shall be entitled to receive only part of the VIP Experience or Finalist's Trip Package. Regardless of whether a winner uses all of the VIP Experience or Finalist's Trip Package, the entire value of the VIP Experience or Finalist's Trip Package will be reported for tax purposes, if applicable.

All VIP Experience and Finalist's Trip Package winners shall be required to have, or create, a Ticketmaster account to receive their tickets and shall be follow all Ticketmaster terms

and conditions. Additionally, all winners shall follow all rules and policies of the applicable venue(s) which they attend. Failure to follow Ticketmaster terms and conditions or venue rules and policies shall not void the prize and winner bears all risk associated with their failure to follow appropriate terms, conditions, rules, and policies.

- 4. LIMITATIONS OF LIABILITY: The Sponsor is not responsible for vendor error, interruption, deletion, or delay in operations, technical interruptions, including network, telephone equipment, electronic, computer, hardware, or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry. All entries received will become property of the Sponsor and may be maintained as part of the Sponsor's Promotion records. The Sponsor reserves the right to cancel or modify the Promotion if it becomes technically or otherwise corrupted. The Sponsor reserves the right to disqualify any individual found to be tampering or attempting to tamper with the operation of the Promotion; to be acting in violation of these Official Rules; to be acting with the intent to disrupt the normal operation of this Promotion; or to be otherwise acting in an unsportsmanlike manner. The Promotion is not sponsored, endorsed, administered by, or associated with Facebook. Entrants agree that the Sponsor (A) shall not be responsible or liable for, and is hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion and/or any Promotion-related activity, or from entrants' acceptance, receipt, possession, claiming and/or use or misuse of any prize, and (B) has not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.
- 5. RELEASE: By submitting an entry, Entrant agrees that the Sponsor reserves the right to use entrant's name, picture, voice, likeness and any other publicly accessible personal or biographical information collected from entrant for publicity purposes without further consent from or compensation to such entrant.
- SPONSOR: North Carolina Education Lottery, 2728 Capital Boulevard, Suite 144, Raleigh, N.C. 27604.
- 7. WINNER LIST: For the names of the Prize Winners, send a self-addressed, stamped envelope to: 2023 "NASCAR Powerball Playoff Race to \$1 Million" Social Media Promotion Winners List, North Carolina Education Lottery, 2728 Capital Boulevard, Suite 144, Raleigh, N.C. 27604.
- 8. NO PURCHASE NECESSARY TO ENTER. VOID WHERE RESTRICTED OR PROHIBITED BY LAW. TERMS SUBJECT TO CHANGE IN SPONSOR'S SOLE DISCRETION.

# NASCAR POWERBALL PLAYOFF™ PROMOTION (2023)

TRIP PRIZE TERMS AND CONDITIONS

Winner must travel on or about Friday November 3, 2023, and Monday, November 6, 2023, to participate in the Trip Prize. If Winner is unable to or will not travel on the dates and times selected by the appropriate Participating Lottery, the selected Winner will forfeit the Trip Prize, and another Winner will be selected from among eligible entries received, time permitting. If Winner resides fewer than two hundred fifty (250) miles from Phoenix, AZ, Prize Provider, in its sole discretion, reserves the right to provide ground transportation in lieu of airline transportation. Winner and their guest ("Guest") must travel on the same itinerary. If Winner is under the age of twenty-one (21), Guest must be at least the age of majority in Guest's state of residence. If Winner is twenty-one (21) or older, Guest may be under the age of eighteen (18) but must be at least thirteen (13) years old (as of the first date of travel), and if Guest is a minor in Winner's state, Winner must be the parent or legal guardian of Guest.

All other costs and expenses involved with or related to acceptance and/or participation in the Trip Prize not specifically included in the description of the Trip Prize, including, without limitation, ground transportation, transfers, additional hotel amenities (i.e., spa services, internet access, phone calls, laundry services), fees and gratuities, airline change fees, airline premium seat fees, airline baggage fees (both checked and carry on), and personal expenses such as laundry, valet service, photos, souvenirs, and other incidentals, are the sole responsibility of Winner and Guest. Winner will be required to submit a valid major credit card to the hotel to cover all expenses not specifically awarded as part of the Trip Prize. Travel and hotel accommodation are subject to availability.

The date and location of any of the events or activities included in the Trip Prize (individually/collectively, "Event or Events") may be subject to change. The Released Parties are not responsible if any Event associated with this Promotion is delayed, postponed, or cancelled for any reason, in whole or in part, and if any Event is delayed, postponed, or cancelled for any reason, in whole or in part, Prize Provider's only obligation is to fulfill the other elements of the Trip Prize. No compensation will be paid in lieu of any cancelled Event or any other element of the Trip Prize.

In order to participate in the Trip Prize, Winner must execute all releases and forms that may be required by Prize Provider and/or the Participating Lottery including, without limitation, an Appearance and Liability Release, Background Investigation Consent Form, Emergency Medical Release, and Finalist Information Form, and agree to comply with all then-current Prize Provider and/or Participating Lottery federal, state, and/or local government and/or agency, network, laws, regulations, restrictions, guidelines, and/or protocols (collectively, "Production Requirements"). Winner may appoint a proxy (or have a proxy appointed) to participate in the Trip Prize and/or appear in the broadcast of the Program, subject to the proxy's satisfying the Production Requirements. Winner must

execute and return all required documentation to Participating Lottery within five (5) days of Winner's receipt (or such shorter period as production exigencies may require). Failure to respond and/or execute and return such documentation by the specified deadline(s) may result in forfeiture of the Trip Prize. If Winner elects to appoint a proxy, they must do on or before Friday, October 20, 2023.

- If Winner appoints a proxy, the proxy must satisfy the Production Requirements in order to participate in the Trip Prize and/or participate in the broadcast of the Program. In the event that Winner's designated proxy does not satisfy the Production Requirements, Prize Provider reserves the right, in its sole discretion, either to (i) allow Winner to appoint another proxy to participate in the Trip Prize and/or to appear in the Program in Winner's place (subject to Prize Provider's production schedule and deadlines and satisfying the Production Requirements); or (ii) appoint another proxy (selected by Prize Provider) to appear in the Program in Winner's (or proxy's) place.
- If Winner appoints a proxy (or has a proxy appointed), Winner will still remain eligible to win the \$1 Million Prize. Winner may only transfer the Trip Prize (excluding eligibility for the \$1 Million Grand Prize drawing) in its entirety one (1) time to a proxy.
- Prize Provider reserves the right to appoint a proxy to appear and participate in the broadcast of the Program for Winner for any reason as it may determine in its sole discretion. The appointment of any proxy shall not affect Winner's eligibility for the \$1 Million Grand Prize or receipt of the Trip Prize.

Guest must also execute all releases and forms required by the Participating Lottery, and comply with all applicable federal, state, and local government and/or agency laws, rules, orders, and regulations as well as Prize Provider's rules, regulations, and/or safety guidelines.

Winner and Guest must also comply with all of the rules and regulations of the venues where the Events are held. Winner acknowledges that if Winner and/or Guest behaves in a disorderly or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at any Event, Winner and/or Guest may be removed from the venue or denied entry (as determined by Prize Provider or its designee(s) in its sole and absolute discretion). By accepting any ticketed portion of the Trip Prize, Winner agrees to abide by any terms, conditions, and restrictions provided by the ticket. Lost, mutilated, or stolen tickets, vouchers, certificates, or pre-paid gift cards will not be replaced.

No prize element substitution, cash substitution, assignment, or transfer of the Trip Prize or any elements thereof is permitted. Any unused elements of the Trip Prize will be forfeited, will not be redeemable for cash, and may not reduce the prize value awarded for tax purposes. Notwithstanding the foregoing:

• If Winner misses their flight for any reason, reasonable efforts will be used to reschedule the flight at Winner's expense. If the flight is not able to be rescheduled in a reasonable time for Winner's participation in the Events, (i)

Winner shall forfeit and not participate in the travel portion of the Trip Prize, including attendance at and participation in the Events; (ii) Winner will still receive the two (2) Souvenir Gift Bags (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) Winner will remain eligible for the \$1 Million Prize drawing.

- If Winner is unable to travel in connection with the Trip Prize for any reason after tickets have been booked/purchased, (i) Winner shall forfeit and not participate in the travel portion of the Trip Prize, including attendance at and participation in the Events; (ii) Winner will still receive the two (2) Souvenir Gift Bags (less any tax withholdings and any outstanding debt setoff, if applicable); and (iii) Winner will remain eligible for the \$1 Million Grand Prize drawing
- If Winner fails to attend the Event at which the \$1 Million Grand Prize drawing occurs, Winner will remain eligible for the \$1 Million Grand Prize drawing.

In any of the foregoing events, a proxy may be appointed to accept the \$1 Million Grand Prize on Winner's behalf at the time of the drawing; however, in such event, Winner will still receive the \$1 Million Grand Prize (less any tax withholdings and outstanding debt setoff, if applicable).

Winners who do not elect to take a guest, or whose Guest, for any reason, does not actually take the trip, are still subject to the full amount of any taxes due on the total value of the Trip Prize.

Failure to respond and/or execute and return required releases, forms, and other documentation and/or failure to collect, properly claim, respond, and/or cooperate in the acceptance, receipt, delivery, and/or fulfillment of any element of the Trip Prize, in a manner required by Prize Provider, may result in forfeiture of the Trip Prize or the applicable element thereof, as Prize Provider may determine in its sole discretion. If forfeited for any reason, Winner will not receive any other prize substitution or compensation of any kind, and Prize Provider may award the Trip Prize to an alternate recipient as it may determine in its sole discretion. If the Trip Prize cannot be fulfilled due to any federal, state, and/or local government and/or agency, network, or Prize Provider restrictions, regulations, guidelines, or risk assessments, Prize Provider reserves the right, in its sole and complete discretion, to substitute an alternate or substitute prize of reasonably comparable value as determined by Prize Provider in its sole discretion.

Notwithstanding anything to the contrary herein, officers, directors, members, managers, agents, assigns, successors, employees, and contractors of Multi-State Lottery Association, Participating Lotteries, National Association for Stock Car Auto Racing, LLC, Phoenix Speedway, LLC d/b/a Phoenix, and NASCAR Enterprises, LLC and each of their respective parent, subsidiary, shareholders, and/or affiliated entities ("Released Parties") and members of the immediate family (e.g., parents, spouse, children, siblings, grandparents, stepparents, stepchildren, and stepsiblings and their respective spouses, regardless of where they reside) of any of the foregoing individuals are ineligible to

participate in the POWERBALL's NASCAR Playoff™ promotion and/or win a Trip Prize and/or the \$1 Million Grand Prize.

RELEASED PARTIES ARE NOT RESPONSIBLE OR LIABLE, IN ANY WAY, FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY ACCEPTANCE, FULFILLMENT, LOSS, USE, OR MISUSE OF THE TRIP PRIZE, ANY ELEMENT THEREOF, AND/OR THE \$1 MILLION PRIZE, EXCEPT THAT THE \$1 MILLION GRAND PRIZE WILL BE PROVIDED BY THE PARTICIPATING LOTTERY OF THE WINNER SELECTED IN THE DRAWING SCHEDULED TO BE HELD ON NOVEMBER 5, 2023 AT THE PHOENIX RACEWAY. RELEASED PARTIES MAKE NO, AND ARE NOT RESPONSIBLE IN ANY MANNER FOR ANY, WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR LAW, RELATING TO ANY ELEMENTS OF THE TRIP PRIZE, REGARDING THE USE, VALUE, OR ENJOYMENT OF ANY ELEMENTS OF THE TRIP PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

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