

**2023 ADVANCE MY TRACK CHALLENGE
OFFICIAL RULES**

NO PURCHASE NECESSARY.

1. ENTRY PERIOD: Entries may be submitted beginning January 5, 2023 at 12:00:00 p.m. Eastern Time ("ET") and ending March 10, 2023 at 11:59:59 p.m. ET ("Entry Period"). The time clock of the Administrator (defined below) shall be the official time-keeping device for all purposes of this Challenge (defined below), including but not limited to for the Entry Period, public-voting periods and for tiebreaker purposes.

2. ELIGIBILITY: The 2023 Advance My Track Challenge ("Challenge") is open to sanctioned NASCAR Advance Auto Parts Weekly Series Tracks that are in good standings with National Association for Stock Car Auto Racing, LLC ("NASCAR") sanctioning agreement and are located in the 50 United States, District of Columbia or Canada ("Track"). Individuals submitting entries on behalf of a Track ("Entrant") must be eighteen (18) years of age or older, reside in the 50 United States, D.C., or Canada and be employed by, own, or operate a Track as of the date they submitted an entry in the Challenge. Challenge is not open to the public. The following persons are not eligible to participate: Employees, contractors, directors and officers of Advance Auto Parts ("Sponsor"), Genesco Sports Enterprises, Inc. ("Administrator"), each of their respective parent, subsidiary and affiliated companies, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Challenge (collectively, "Promotion Parties"), employees, directors and officers of NASCAR, and the immediate family members (spouse, parent, child, sibling, grandparent, and/or "step") of each and those living in their same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Challenge).

THE GRAND PRIZE WINNING TRACK OF THE 2021 AND 2022 ADVANCE MY TRACK CHALLENGE IS NOT ELIGIBLE TO WIN A PRIZE IN THIS CHALLENGE.

3. ENTRY REQUIREMENTS:

PLEASE NOTE: You are entering on behalf of your Track. Prize will be awarded to the Track only; not to the person promoting the Track ("you," "Promoter" or "Entrant").

To enter, go to the Website provided in the communication from Sponsor and/or NASCAR and follow the onscreen instructions to register and submit your video. The following information will be required (altogether the "Entry").

- a. Name of Track
- b. Track Promoter Information
 - i. Name
 - ii. Mailing Address
 - iii. Email Address
- c. Track Website
- d. Track Social Handles
 - i. Twitter
 - ii. Facebook
 - iii. Instagram
 - iv. YouTube
- e. Overview of Racetrack
 - i. Years of Operation
 - ii. Number of Races Each Year
 - iii. Type of Races
 - iv. Average Attendance
- f. Local Organizations/Charitable Affiliations

- i. What work you do with these organizations
 - g. Upload Video
 - i. Video must include:
 - 1. 3 references or testimonials telling more about your track (can be from drivers, employees, community members, etc)
 - 2. Answers the following questions:
 - a. Tell us about your track, including the history of the track and what makes your track unique.
 - b. What does the word “community” mean to your track?
 - c. Why is your track so important to the community?
 - d. Why is your community so important to your track?
 - e. What would winning this Challenge mean to your track and how would it impact your community and fans?
 - ii. Video Length: Not to exceed 2 minutes
 - iii. Video Size: Not to exceed 500MB
 - iv. Record your video in a horizontal layout (16:9)
 - v. Video Format: .MP4 or .MOV only
 - vi. NOTE: Video can be the same Video submitted in the 2021 or 2022 Advance My Track Challenge; however, the Track is encouraged to include new content if feasible.

By submitting an Entry, you agree that the Entry conforms to the “Entry Guidelines” specified in Section 4, and that Sponsor may disqualify an Entry if it believes, in its sole discretion, that the Entry fails to conform to such guidelines. Entries that are not in accordance with the “Entry Guidelines” as stated in Section 4 or are not received during the Entry Period will be ineligible. **Limit one (1) Entry per Track.** Each Track will be placed into a region based on their location, as determined by NASCAR, in its sole discretion. The regions are as follows: West Region, Midwest Region, Southeast Region, Northeast Region (or, each a “Region”).

BY SUBMITTING AN ENTRY, ENTRANT AND TRACK ACKNOWLEDGE THAT ENTRY MAY BE POSTED ON SPONSOR’S AND/OR NASCAR’S WEBSITE, OTHER WEBSITES OWNED OR CONTROLLED BY SPONSOR OR NASCAR® AND/OR SPONSOR’S OR NASCAR’S SOCIAL MEDIA ASSETS, AT SPONSOR’S DISCRETION. Sponsor and NASCAR have no obligation to use or post any Entry you submit. By submitting an Entry, you also grant to Sponsor and NASCAR full right and power to copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse and adapt any or all portions of the Entries (including the uploaded Video[s]) and the contents thereof, in any way and for any purpose whatsoever in the sole discretion of Sponsor or NASCAR, at any time, now or in the future, in any media now known or hereafter devised throughout the world in any manner whatsoever and for any purpose without notice or compensation to Entrant or Track of any kind. By granting permission for such use, without limiting the provisions of Section 7 below, you expressly release Sponsor, its licensees and NASCAR from and against any claims arising out of production, distribution, broadcast, or exhibition of the submitted Entry.

4. ENTRY GUIDELINES: Entry must be in English. Entry must contain truthful and pertinent information. Entry must be received during the Entry Period. By submitting an Entry you warrant and represent that it: (i) is your original work, (ii) and that you have received permission for the use of the image/likeness of any and all identifiable persons who are referenced or depicted in your Entry and it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity, (iii) that you have obtained permission from any person whose name or likeness is used in your Entry; and (iv) that publication of the Entry via various media including Web posting, will not infringe on the rights of any third party. Each Track and Entrant will indemnify and hold harmless Sponsor and the Released Parties (defined in Section 9) from any claims to the contrary. Any Entry that includes likenesses of any third party or contains any element not owned by the Track or Sponsor, is responsible for obtaining all required legal releases for such use including Sponsor’s use of such Entry, in a form satisfactory to the Sponsor, prior to awarding of a prize.

Additionally, as determined by the Sponsor, in its sole discretion, Entries must meet the following guidelines: (i) Must comply with these Official Rules; (ii) Cannot be sexually explicit or suggestive, violent, derogatory of any ethnic, racial, gender, religious, political, professional or age group, profane, pornographic, or contain nudity or any materially-dangerous activity; (iii) Cannot promote alcohol, marijuana, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iv) Cannot be obscene or offensive, endorse any form of hate or hate group; (v) Cannot promote terrorist acts such as providing instructions on how to assemble bombs, grenades and other such weapons or provide instructional information about illegal activities; (vi) Cannot defame, misrepresent or contain disparaging or slanderous remarks about Sponsor, its customers or its products, or other people, products or companies; (vii) Cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without their permission; (viii) Cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and (ix) Cannot depict, and cannot itself be in, violation of any law.

Sponsor reserves the right to waive the entry requirements set forth herein in its sole discretion.

5. PUBLIC VOTING: Prior to the public-voting periods (described below), all Entries submitted during the Entry Period shall be reviewed by Sponsor and/or Sponsor's agency(ies) (altogether the "Panel"). Each Entry shall be evaluated, based on these Official Rules, to determine eligibility for inclusion in the Public Voting-Round 1. The Panel reserves the right to request that an Entrant submit additional Entry materials in order to declare that Entry as valid and eligible for "Public Voting-Round 1".

PUBLIC VOTING - ROUND 1: All valid Entries will be posted at a consumer-facing Website, to be determined and communicated at a later date, by Sponsor, in Sponsor's sole discretion, for public voting. Public Voting-Round 1 will take place from 12:00:00 a.m. ET on or around April 5, 2023 through 11:59:59 p.m. ET on or around May 5, 2023. For each Region, the one (1) Entry receiving the highest number of votes for Public Voting-Round 1 will be deemed a "Track Finalist". A fifth Track Finalist will be determined by the Track receiving the next highest number of votes across all Regions after the determination of each Region's Track Finalist. All Track Finalists will be announced on or about May 9, 2023.

PUBLIC VOTING-ROUND 2: The five (5) Track Finalists will be available for public voting starting on or around May 9, 2023 at 12:00:00 a.m. ET and ending on or around May 15, 2023 at 11:59:59 p.m. ET. During that time, the public will have the opportunity to cast their vote for the Track Finalist they feel deserves to win the Grand Prize. The Track Finalist with the highest number of votes will be deemed the Grand Prize Winning Track. The Grand Prize Winning Track will be notified on or before May 31, 2023 by phone and/or email.

Sponsor reserves the right to change any or all key dates for the voting rounds. If changes are deemed necessary, the new dates will be announced on the consumer-facing Website created for public voting.

Voting: The voting is open to individuals who are legal residents of any of the fifty (50) United States, the District of Columbia, and Canada who are of the age of majority in their state (19 in AL and NE, 18 in all other states) or province/territory of residence at the time of voting. Any use of robotic, macro, automatic, programmed or like voting methods will void all such votes. Any attempt by you, Promoter or Entrant and/or your/his or her respective family/friends to vote more than the number of times authorized herein using multiple names or e-mail addresses, paying third party organizations or entities to vote and/or any other fraudulent mechanism, as determined by Sponsor in its sole discretion, shall give Sponsor the right to disqualify such Entry or Finalist Track in its reasonable discretion. In the event the tally of votes for a specific Entry or Track Finalist results in a tie, then the tied Entry or Track Finalist receiving the first vote (based on day and time) will be declared the potential Track Finalist or winner (depending on the voting round).

Sponsor reserves the right to not publish or announce, at any time, the number of votes received for an Entry or Finalist Track. The Administrator shall tally all votes.

6. PRIZE DETAILS: Finalist Prizes (5 total; see Section 5 Public Voting Round 1 for additional details): Each confirmed Track Finalist will be awarded \$5,000 USD. **Grand Prize (1):** The Grand Prize Winning Track will receive \$50,000 USD (in addition to their Finalist Prize). All prizes will be awarded in the form of a check, made payable to the winning Track for the sole purpose of track refurbishment/improvements. All winning Tracks will be required to supply Sponsor with a budget detailing the track improvement costs along with proof of work completed and actual costs incurred. Total ARV of all prizes is \$75,000 USD.

7. LIMITATIONS OF LIABILITY AND RELEASE: NO LIABILITY OR RESPONSIBILITY IS ASSUMED BY SPONSOR OR RELEASED PARTIES (DEFINED IN SECTION 9) RESULTING FROM ENTRANT'S/TRACK'S COLLECTION, RECEIPT OR USE OF PRIZES, PARTICIPATION IN OR ATTEMPT TO PARTICIPATE IN THE CHALLENGE OR ABILITY OR INABILITY TO UPLOAD OR DOWNLOAD ANY INFORMATION IN CONNECTION WITH THE CHALLENGE. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY THE SPONSOR OR THE RELEASED PARTIES FOR TECHNICAL PROBLEMS OR TECHNICAL MALFUNCTION ARISING IN CONNECTION WITH ANY OF THE FOLLOWING OCCURRENCES WHICH MAY AFFECT THE OPERATION OF THE CHALLENGE: HARDWARE OR SOFTWARE ERRORS; FAULTY COMPUTER, TELEPHONE, CABLE, SATELLITE, NETWORK, ELECTRONIC, WIRELESS OR INTERNET CONNECTIVITY OR OTHER ONLINE OR NETWORK COMMUNICATION PROBLEMS; ERRORS OR LIMITATIONS OF ANY INTERNET OR WIRELESS PROVIDERS, SERVERS, HOSTS OR OTHER PROVIDERS; GARBLED, JUMBLED OR FAULTY DATA TRANSMISSIONS; FAILURE OF ANY ONLINE TRANSMISSIONS TO BE SENT OR RECEIVED; LOST, LATE, DELAYED OR INTERCEPTED TRANSMISSIONS; INACCESSIBILITY OF THE WEBSITE IN WHOLE OR IN PART FOR ANY REASON; TRAFFIC CONGESTION ON THE INTERNET OR WEBSITE; UNAUTHORIZED HUMAN OR NON-HUMAN INTERVENTION OF THE OPERATION OF THE CHALLENGE, INCLUDING WITHOUT LIMITATION, UNAUTHORIZED TAMPERING, HACKING, THEFT, VIRUS, BUGS, OR WORMS; OR DESTRUCTION OF ANY ASPECT OF THE CHALLENGE, OR LOSS, MISCOUNT, MISDIRECTION, INACCESSIBILITY OR UNAVAILABILITY OF CONTACT INFORMATION USED IN CONNECTION WITH THE CHALLENGE. SPONSOR AND RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL, TECHNICAL, COMPUTER, NETWORK OR HUMAN ERRORS WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CHALLENGE, THE UPLOADING, THE PROCESSING OF ENTRIES, THE VALIDATION OF ENTRIES, THE ANNOUNCEMENT OF PRIZES OR IN ANY CHALLENGE-RELATED MATERIALS. USE OF WEBSITE IS AT USER'S OWN RISK. SPONSOR AND RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR LOSSES OF ANY KIND WHICH MAY BE SUSTAINED TO USER'S OR ANY OTHER PERSON'S COMPUTER OR WEB-ENABLED DEVICE RESULTING FROM PARTICIPATION IN THE CHALLENGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPHS SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF SPONSOR'S OR RELEASED PARTIES' NEGLIGENCE, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

8. TRACK FINALIST NOTIFICATION: An authorized representative of each potential Track Finalist will be required to sign all documents required by Sponsor within three (3) days of date of notification in order for the Track to advance to Public Voting-Round 2. If Entrant or such representative of a Track Finalist cannot be contacted after three (3) attempts, fails to execute and return the documents required by Sponsor within the required time period, or if notification is returned as undeliverable, such Track will forfeit their position in the Public Voting-Round 2 and the Sponsor will have no further obligation to such Track. If the Entrant for the Track Finalist is a Canadian resident, he/she may be required to correctly answer (unaided) a time-limited mathematical skill-testing question.

Sponsor and the Released Parties are not responsible for suspended or discontinued wireless, land line or Internet service which may result in a potential Track Finalist not receiving a notification; nor are Sponsor and the Released Parties responsible for any change in Entrant's contact information. If (i) an attempted notification is returned as undeliverable, (ii) a potential Track Finalist cannot be verified, or (iii) any required documents are not returned within the required number of days, the Track Finalist status will be forfeited and an alternate Track Finalist shall be determined by the Track receiving the next highest number of votes for Public Voting-Round 1.

9. RELEASE OF LIABILITY AND INDEMNITY: Except where prohibited by law, by participating in the Challenge, Entrant and Track agree (i) to release and hold harmless Sponsor, Promotion Parties, NASCAR LLC, and each of their respective affiliates, officers, directors, employees, shareholders, members, successors, assigns and other

agents (collectively, the “Released Parties”) from any and all claims, damages or liabilities arising from or relating to such participation in the Challenge; (ii) under no circumstances will Entrant/Track be permitted to obtain awards for, and Entrant/Track hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (iii) all causes of action arising out of or connected with this Challenge, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (iv) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys’ fees and court costs. By accepting a Track Finalist status and/or Prize, Track Finalists and winning Tracks (i) agree that Sponsor and Released Parties will have no liability whatsoever for, and shall be held harmless by Track Finalist or a winning Track against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Challenge; from acceptance, possession, misuse or use of any prize, and (ii) grant (and agree to confirm grant in writing promptly upon request) to Sponsor and those acting under Sponsor’s authority, and each of their respective designees, except where legally prohibited, the right to use Entrant’s/Track’s name, photograph, likeness, voice, image, statements, biographical information, the Entry (which may be altered, changed, modified, edited, used alone or with other works, as solely determined by Sponsor) at any time or times, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, including the Internet without review, notification or approval, and additional compensation or consideration, unless prohibited by law. Sponsor and Released Parties are not liable in the event that any portion of the Challenge is canceled due to weather, fire, strike, acts of war or terrorism, technical difficulties, or any other condition beyond their reasonable control (a “Force Majeure Event”).

10. GENERAL CONDITIONS: The winning Track will be responsible for all federal, state, provincial, and/or local taxes, and for any other fees or costs associated with the prize, regardless of whether it, in whole or in part, is used. No substitution of prize is offered, except at the sole discretion of the Sponsor. No transfer of prize is permitted. Unclaimed prizes will not be awarded. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. If for any reason the Challenge is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Challenge, Sponsor reserves the right at its sole discretion, with consent of the Régie des alcools, des courses et des jeux, to (i) cancel, suspend and/or modify the Challenge, or any part of it, and (ii) disqualify any Entrant/Track responsible for such action. If terminated, Sponsor may, in its sole discretion, determine the Track Finalists from among all eligible Entries received up to time of such action in a manner as determined by the Administrator.

This Challenge is offered only in the United States and Canada and except where prohibited by law, Entrants and Tracks agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant’s/Track’s rights and obligations, or the rights and obligations of the Sponsor in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of State of Virginia, without giving effect to any choice of law or conflict of law rules. By entering, Entrants and Tracks, other than those in Quebec, consent to the jurisdiction and venue of the federal, state and local courts for Roanoke, Virginia.

11. PROVINCE OF QUEBEC: For Entrants residing in Quebec, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement. Any applicable decision to be made by the Sponsor affecting the conduct of this Challenge are subject to a ruling of the Régie des alcools, des courses et des jeux.

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

12. PRIVACY POLICY: Please see Sponsor's privacy policy located at <https://shop.advanceautoparts.com/o/privacy-notice> for details of Sponsor's policy regarding the personal information collected in connection with this Challenge. Sponsor and/or its agencies may delete any personal information from their system(s) once prizes have been fulfilled and sufficient retention periods have elapsed. Additionally, any communication between Entrant and Sponsor or its agencies regarding this Challenge (e.g. phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes.

13. The winning Tracks will be posted on the Challenge Website on or about June 30, 2023.

SPONSOR: Advance Auto Parts, Inc., 5008 Airport Rd, Roanoke, VA 24012

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