



PLAY KNOXVILLE RACEWAY'S NEW FANTASY RACING GAME

Free to Play • Prizes Awarded Daily • Play Individually or as a League

RULES AND REGULATIONS

USER AGREEMENT:

GAME CONCEPT: The Knoxville Nationals Fantasy Motorsports Franchise League (FMFL) Game is a game of skill, and winners will be determined by the objective criteria set forth herein. From all eligible entries received, winners will be determined by the participant who uses their knowledge of the historical events surrounding Knoxville Nationals sprint car racing, including relative strengths and weaknesses, to accumulate the most points during the four-night game period. Game may not be used in any form of gambling.

HOW TO ENTER: Entries can only be accepted after registration at the Game website at <http://knoxvillraceway.com>. All fields must be completed on entry form; only one registration per person. Participants will be provided with a password to permit access to the website and Game play. In the event of a dispute about the identity of the entrant, entries made online will be declared made by the authorized password holder submitted at time of entry. The authorized password holder is defined as the living person who is assigned 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. After registration, participants can play the Game. Participants will use their password to enter the Members Only area to log in and change starting lineups each week, and to review scores. By entering the Game, participants grant MotorSportsPromos the right to use and publish your proper name online and in another other media in connection with the game.

ELIGIBILITY: The Knoxville Nationals FMFL game is open to legal residents of the 50 United States and Washington DC and Canada (excluding Puerto Rico and Quebec) 18 years of age or older at time of registration, (if the age of a majority in a jurisdiction is different than 18, you must be of the age of majority within your jurisdiction to be eligible to receive a prize), with a valid internet e-mail address at time of registration. Void where prohibited or restricted by law; all federal, state, and local laws and regulations apply. By entering, each entrant accepts and agrees to be bound by these rules and by the decision of the judges which shall be final and binding in all respects. All employees and immediate family members of MotorSportsPromos LLC, Knoxville Raceway, its sponsors, and advertising, production, and fulfillment agencies are not eligible for prizes. MotorSportsPromos is not responsible for lost, late or misdirected online entries, for incorrect, inaccurate or incomplete entry information whether caused by a contestant, equipment, or technical malfunction or for any human error, technical error or malfunctions. MotorSportsPromos reserves the right to halt the Game at any time during the contest period for any reason. In the event that a scheduled race is cancelled or preempted for any reason, no points will be awarded for that week for drivers on the affected teams. MotorSportsPromos is not responsible for typographical or other human or technical errors in the offer or administration of this Game, including but not limited to errors in advertising, the Official Rules, the selection and announcement of the winner or the distribution of the prizes. MotorSportsPromos reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Game. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of MotorSportsPromos which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Game, MotorSportsPromos reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Game. MotorSportsPromos assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction



or unauthorized access to, or alteration of, entries. MotorSportsPromos is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Game.

COST TO ENTER AND PARTICIPATE: There is NO fee to enter and participate in the Knoxville Nationals FMFL game.

GAME OPERATORS: All FMFL Games are operated by MotorSportsPromos LLC, P.O. Box 12523, Tempe, Arizona 85284.

DISCLAIMERS; LIMITATIONS ON LIABILITY; DISQUALIFICATION: No damage, loss, injury or responsibility is assumed by MotorSportsPromos or any subsidiary and/or affiliated company of any of the foregoing (collectively, the Released Parties) for any of the following: 1) Incomplete, late, lost, damaged or misdirected entries; 2) Any printing or typographical errors in any materials associated with the Games; 3) any computer malfunction, bug, error, virus, or any other technical malfunction and/or problem. By participating in any Game, you (and if you are a minor, your legal guardians or parents) release and agree to hold harmless the released parties from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Game (including the software associated with it) or acceptance, possession, or use of any prize (including, without limitation, claims, costs, injuries and losses related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. MotorSportsPromos reserves the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with MotorSportsPromos in asserting any available defenses. IF YOU ARE A MINOR, YOUR LEGAL GUARDIANS OR PARENTS FURTHER AGREE TO INDEMNIFY EACH OF THE RELEASED PARTIES FROM ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES DESCRIBED IN THE PRECEEDING TEXT WHICH MAY BE SUFFERED BY YOU. MotorSportsPromos reserves the right at their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Game; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY A PLAYER / PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER OR DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GAME IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, MOTORSPORTSPROMOS.COM, INC. RESERVES THE RIGHT TO DISQUALIFY SUCH INDIVIDUAL AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

TERMS OF SERVICE: MotorSportsPromos will act as League Commissioner and as such will retain the right as final authority on all matters relating to the Games. MotorSportsPromos will have the power to rule on all aspects of the Games including, but not limited to: League business, registered drivers, infractions of the rules and disputes among players/participants. The decisions of the Commissioner shall be final and irreversible. Use of this site constitutes your acceptance of these terms and conditions, which take effect on the date you first use this site. MotorSportsPromos reserves the right to change these terms and conditions at any time without notice and will post all changes online. You accept sole responsibility for reviewing information posted online in order to obtain timely notice of such changes. Your continued use of this site after any and all changes are posted constitutes your acceptance of this agreement as modified by the posted changes.



OWNERSHIP GUIDELINES: There are certain responsibilities that come along with owning a MotorSportsPromos FMFL Game team. When you create a team, you are responsible for that team. Any and all conduct associated with your team will be your responsibility, as it is your responsibility to keep track of all occurrences and changes within the sport so you can manage your team accordingly. It is your sole responsibility to make certain that you have registered your starting drivers prior to the cutoff date for each race night or round. MotorSportsPromos will not tolerate obscenities, vulgarity, harassment, or any other violation of the aforementioned terms of service. Violations of these terms of service can result in an initial warning communicated by e-mail or your removal from the league. By posting or submitting content to this site, you grant MotorSportsPromos and its affiliates and licensees the right to use, reproduce, display, perform, adapt, modify, distribute, have distributed, and promote the content in any form, anywhere and for any purpose; and warrant and represent that you own or otherwise control all of the rights to the content and that public posting and use of your content by MotorSportsPromos will not infringe or violate the rights of any third party.

THIRD PARTY SITES: This site may link you to other sites on the Internet, which may contain inappropriate, inaccurate, or offensive information or material. These sites are not under the control of MotorSportsPromos and you acknowledge that MotorSportsPromos is not responsible for the decency, legality, copyright compliance, accuracy, or any other aspect of the content of these sites. The use and inclusion of other links on this site does not in any way imply endorsement or association with those sites or their operators.

RULES: This Game is subject to these complete Official Rules and all applicable federal, state, and local laws and regulations. The terms of use shall be governed by and construed in accordance with the laws of the State of Arizona, excluding its conflict of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these terms of use or your use of this site shall be filed only in the state or federal courts located in the State of Arizona, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. By participating in this Game you acknowledge that you have read the rules and agree to abide by their terms and by the decisions of MotorSportsPromos, which are final and binding on all matters pertaining to this game. Unless otherwise specified herein, this agreement constitutes the entire agreement between you and MotorSportsPromos supersedes all prior or contemporaneous communications and proposals, whether electronic, written/printed, or oral, between you and MotorSportsPromos with respect to this site. If any part of these terms of use is held invalid or unenforceable, that portion may be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. MotorSportsPromos reserves the right, in its sole discretion, to terminate your access to all or part of this site, with or without notice.