

**TAKE IT TO THE TRACK - OWNER CELEBRATION DAY  
TERMS AND CONDITIONS**

*IMPORTANT – THESE TERMS AND CONDITIONS (“TERMS”) APPLY TO ALL GUESTS PARTICIPATING IN A TAKE IT TO THE TRACK - OWNER CELEBRATION DAY (“EXPERIENCE”). BY REGISTERING FOR AN EXPERIENCE, YOU AGREE TO BE BOUND BY THE TERMS SO PLEASE ENSURE THAT YOU READ THEM CAREFULLY.*

These Terms apply to all Participants (defined below) of an Experience. By accepting these terms electronically via the Registration Site (defined below) you agree to be bound by them. Please ensure you read them carefully and can comply with before you register. Experiences are limited and not every Participant who registers will be able to participate in an Experience.

**1. DESCRIPTION.** The Experience is open to (i) owners of vehicles purchased through EchoPark Automotive, Inc. (“**EchoPark**”) and (ii) employees of EchoPark (each, a “**Participant**”). Two hundred (200) Experiences will be available at each of the following locations: Atlanta Motor Speedway, Charlotte Motor Speedway, Las Vegas Motor Speedway, Nashville Superspeedway, and Texas Motor Speedway (each, a “**Speedway**”). Each Participant will be allowed to drive their vehicle on the racetrack for up to two laps at a Speedway following a lead car. The Experience is scheduled for **October 29, 2023** and may be canceled at the sole and absolute discretion of **Speedway GLOBE, LLC (“GLOBE” or “Sponsor”)**.

**2. HOW TO REGISTER.** Visit <https://www.speedwaymotorsports.com/takeittothetrack/> (the “**Registration Site**”) and complete the required fields. Participants will be selected in a random drawing from all registrations received per Experience site. Participants will receive an email indicating they have been selected. Limit of one (1) Experience per Participant.

**3. CONDITIONS FOR PARTICIPATION IN AN EXPERIENCE.**

- a) The vehicle used in the Experience must be **OWNED AND OPERATED** by the Participant. You **must** bring your vehicle registration and proof of insurance with you on the day of the Experience.
- b) Participant must possess a valid driver’s license without restrictions and issued in the United States and be at least **18 YEARS OF AGE** (or the age of majority in their state of residence). You **must** bring your original license with you on the day of the Experience (photocopies will not be accepted).
- c) Participant and all passengers for an Experience must sign a **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** on-site at the Speedway on the day of the Experience. **ALL PASSENGERS MUST BE AT LEAST 8 YEARS OLD.** For any passenger under **18 YEARS OF AGE** (or the age of majority in their state of residence), a parent or guardian of the minor must sign a **PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT** on-site at the Speedway on the day of the Experience.

**4. GENERAL CONDITIONS.** By participating in the Experience, you agree that:

- a) Your Vehicle is insured;
- b) You do not know of any circumstances which would disqualify you from driving;
- c) You are not currently suffering from any physical or mental condition which would restrict or impair your alertness or driving ability and of which you have not informed us; and
- d) Your eyesight meets the standard required for driving.

- e) While attending the Experience, you will at all times follow all instructions and any other relevant rules notified to you.
- f) You will not at any time while attending the Experience be under the influence of alcohol or any drugs, which may impair your alertness, and driving ability and you will behave in a safe, appropriate and prudent manner.
- g) You will at all times exercise the necessary and high degree of care and attention while participating in the Experience.
- h) You will be responsible for the safekeeping of any property you take with you on the Experience. Sponsor and Speedway will not be responsible for any property left at Speedway while you are participating in any events at the Experience.
- i) You will always wear your seatbelt.
- j) At any time you may withdraw from participating in the Experience, in which event you must notify an instructor on site who will arrange or give you directions for your safe departure from the site.
- k) Any child attending an Experience must be accompanied by a parent or guardian and such parent or guardian agrees to be responsible for the child and ensure that they comply with the terms of this clause.
- l) Children must be **8 YEARS OF AGE** or older and accompanied at all times by a parent or guardian over the age of 21 and shall at all times remain the responsibility of their parent or guardian.
- m) Pets or animals of any nature are expressly **prohibited** at any Experience (except for service dogs, hearing dogs and registered assistance dogs) and, for the avoidance of doubt, should not be left in any vehicle parked at the Experience. Sponsor reserves the right to contact any relevant authority to make and be responsible for any decision in relation to any animals that are left unsupervised or that are found to be in distress.
- n) Sponsor reserves the right to require Participant to vacate the Experience if Participant fails to comply with these Terms.
- o) Sponsor reserves the right to modify or change any of the requirements to participant in the Experience at any time in its sole and absolute discretion.

**5. PHOTO AND VIDEO RELEASE.** If selected as a Participant in an Experience, **PARTICIPANT HEREBY GRANTS** Sponsor, EchoPark and the Speedway where is Experience is being held and their respective agents and employees **PERMISSION TO USE, TAKE AND PUBLISH DRIVER'S IMAGE, LIKENESS, AND SOUND OF PARTICIPANT'S VOICE AS RECORDED ON AUDIO OR VIDEO FOR ANY LAWFUL PURPOSE**, including publicity, advertising, display boards, and web content including use on social media platforms, web courses, and corporate websites, without notice and with or without Participant's name (collectively the "Use"). As used herein, the term "including" means including without limitation. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed. Participant understands that this photo and video release means that photographic, audio, and/or video recordings collected during the Experience may be used and displayed including electronically displayed via the Internet.

Participant understands that Participant's image may be edited, copied, exhibited, published or distributed and **PARTICIPANT WAIVES THE RIGHT TO INSPECT OR APPROVE THE FINISHED PRODUCT WHEREIN PARTICIPANT'S LIKENESS APPEARS OR THE USE. FURTHER,**

**PARTICIPANT HEREBY WAIVES ANY RIGHT TO ROYALTIES OR OTHER COMPENSATION ARISING FROM OR RELATED TO THE USE.**

**PARTICIPANT HEREBY RELEASES, and AGREES TO DEFEND, AND INDEMNIFY** Sponsor, EchoPark, the Speedway where is Experience is held, and Speedway Motorsports, LLC **each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives, promotion and advertising agencies and each such entity's employees, owners, shareholders, officers, members, managers, directors, agents, and employees (the "Released Parties") FROM AND AGAINST ANY CLAIMS, DAMAGES OR LIABILITY ARISING FROM OR RELATED TO THE USE, INCLUDING ANY MISUSE, DISTORTION, BLURRING, ALTERATION, OPTICAL ILLUSION OR USE IN COMPOSITE FORM, EITHER INTENTIONALLY OR OTHERWISE, THAT MAY OCCUR OR BE PRODUCED.**

**6. EXPERIENCE RELEASE. PARTICIPANT HEREBY RELEASES, AND AGREES TO DEFEND AND INDEMNIFY, THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, INJURIES, DEATH, LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES SUSTAINED TO VEHICLE) ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN THIS EXPERIENCE. THE RELEASED PARTIES SHALL NOT BE LIABLE FOR: (I) ANY INJURIES, LOSSES, LIABILITIES OR DAMAGES OF ANY KIND INCLUDING PERSONAL INJURY OR DEATH RESULTING FROM PARTICIPATION IN THE EXPERIENCE, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.**

**7. HOW WE MAY USE YOUR PERSONAL INFORMATION.** The personal information provided by Participants may be used as provided in Sponsor's privacy policy at [www.speedwaymotorsports.com](http://www.speedwaymotorsports.com) ("**Privacy Policy**") and/or as provided in these Terms for details regarding use of the personal information collected in connection with this Experience. In the event of any conflict between these Term and Privacy Policy, these Terms shall control. By participating in the Experience, Participants grants Sponsor and/or EchoPark permission (i) to correspond with them via phone and/or email regarding the Experience, (ii) to share Participants' email address and any other personally identifiable information with EchoPark or third parties for the purpose of Experience administration, communication, fulfillment, or for any other purposes permitted by these Terms or Privacy Policy. Sponsor will not sell, rent, transfer or otherwise disclose Participant's personally identifiable information to any third party other than as permitted by these Terms or Privacy Policy.

**8. GOVERNING LAW/JURISDICTION. EXCEPT WHERE PROHIBITED, PARTICIPANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS EXPERIENCE, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY PARTICIPANT WITH REGARD TO THIS EXPERIENCE, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of Participants and Sponsor in connection with the Experience will be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions (whether of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than North Carolina. The state and federal courts located in Mecklenburg County, North Carolina will be the exclusive forum for any dispute relating to these Terms and/or this Experience. Participant agrees, by their participation in the Experience, to submit to the personal

jurisdiction of the state and federal courts in Mecklenburg County, North Carolina and waive the right to contest jurisdiction.