

Advance America Race Day VIP Sweepstakes

Sweepstakes Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR REGULATION.

BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH FORM A CONTRACT. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITY OBLIGATIONS ON THE PART OF ENTRANT AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES.

1. ELIGIBILITY: This Sweepstakes is open to legal residents of AL, FL, MI, OH and TX at the time of entry and who are eighteen (18) years of age or older at the time of entry (the "**Entrant**"). Persons in any of the following categories are NOT eligible to win a prize: (a) employees or agents of Sponsor, Administrator, Zimmerman Advertising, and each of its companies, subsidiaries, advertising and promotion agencies, (b) individuals engaged in the development, production or distribution of materials for the Sweepstakes; and (c) persons who are in the immediate family of any person in any of the preceding categories (including mother, father, sister, brother, daughter, son, spouse, grandmother, grandfather, children or grandchildren), regardless of where they live; or persons who reside in the same household, whether related or not, as any person in any of the preceding categories. All eligibility is subject to all federal, state and local laws and regulations. All entries submitted are the property of the Sponsor. The Sponsor's database clock will be the timekeeper for this Sweepstakes.

2. SWEEPSTAKES TIMING:

The Advance America Race Day VIP Sweepstakes (the "**Sweepstakes**") entry begins Monday, October 9, 2017 at 12:00:01 a.m. (midnight) Eastern Time ("**ET**") and ends Tuesday, October 31, 2017 at 11:59:59 p.m. ET ("**Entry Period**"). The Sweepstakes will consist of one (1) drawing being conducted on or about Wednesday, November 1, 2017 to select one (1) Grand Prize winner selected by the Administrator, from all eligible entries received during the Entry Period.

Only entries that include a fully compliant entry (completion of all required fields on the entry form) will be eligible for the Sweepstakes. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Advance America, Cash Advance Centers, Inc., 135 North Church Street, Spartanburg, SC 29306 ("Advance America") (the "**Sponsor**") and/or Cohen-Friedberg Associates, LLC, Framingham, MA 01702 www.cfapromo.com (the "**Administrator**") whose decisions shall be final and legally binding in all respects and not subject to further review in any forum.

3. HOW TO ENTER:

During the Entry Period, complete the online Official Entry Form found at www.RaceDayVIPSweeps.com. Registration will also include the following: name, city, state, ZIP, phone, birthdate and email address. After you have submitted your registration, you will automatically be entered into the Sweepstakes. **LIMIT:** Enter one (1) entry per person per day.

Use of Data: Sponsor and Administrator will be collecting personal data about the Entrants online, in accordance with their privacy policies. Please review Sponsor's privacy policy <https://www.advanceamerica.net/privacy-policy> and Administrator's privacy policy at <http://www.cfapromo.com/privacy/>

Entry Notes: Any attempted form of entry other than as described herein is void. Sponsor will determine, in its sole discretion, what constitutes a valid entry and reserves the right to reject any Submissions that it deems, in its sole discretion, to violate any of Sponsor's policies, standards, or practices. All materials submitted become the property of the Sponsor and will not be returned or acknowledged. By entering this Sweepstakes, you are agreeing to receive Advance America marketing emails. However, you may opt out of receiving such emails by clicking on the "unsubscribe" link in the email that you receive.

Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or technical failures impair the integrity of the Sweepstakes as determined by the Sponsor, in its sole discretion, and to award the Prize based on eligible entries received prior to the cancellation.

If you opt to access the Sweepstakes via your wireless mobile device, data rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

Entry Notes: Entries made on another's behalf by any individuals or other entities, including but not limited to, commercial Sweepstakes/contest subscription notification and/or entering services, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

Sponsor is not responsible for problems downloading or uploading any Sweepstakes-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Sweepstakes.

4. SWEEPSTAKES DRAWING: A random drawing will be conducted by the Administrator on or about Wednesday, November 1, 2017 from all eligible entries received during the Entry Period.

5. PRIZE/APPROXIMATE RETAIL VALUE ("ARV"): Only the prize listed below will be awarded in this Sweepstakes.

One (1) Grand Prize: Race Day VIP Experience for two (2) November 17-19, 2017.
Prize includes the following:

- Roundtrip (coach class) air transportation for two (2) from a major airport nearest the winner's home address to the prize destination. Winner and guest must travel on the same itinerary and travel must be roundtrip. If the winner lives within 200 miles of homestead FL, ground transportation will replace air transportation as determined by the Sponsor at its sole discretion. Air transportation for two (2) not to exceed \$1,000.
- Two (2) nights (double occupancy) hotel accommodations At the Courtyard by Marriott Dadeland (Friday, November 17th & Saturday, November 18th, 2017)
- Two (2) Speedway Club Tickets to the end of season races on Saturday, November 18th and Sunday, November 19th, 2017. Club seats located at start/finish line.
- Preferred parking and hospitality access on November 18th & 19th 2017. Pre-race Pit Pass (Saturday & Sunday).
- Pre-race meet and greet with Danica Patrick, the Advance America Brand Ambassador.
- Access to racetrack for post-race Championship celebration.

Total approximate retail value of this prize package \$2,300 (hotel and travel not to exceed \$1,600).

Odds of winning based on the number of entries received during the Entry Period.

6. DISCLAIMER: Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

Prize winner is responsible for any and all applicable fees, service charges, surcharges all insurance, federal, state, and local taxes, and any other unspecified expenses associated with acceptance or use of the prize.

If the prize or the prize notification is returned as undeliverable or if the winner declines the prize or any non-compliance with the Official Rules or failure to respond within the applicable time period, it will result in forfeiture of the prize and will be awarded via a random drawing from all remaining eligible entries in the respective Entry Period.

PARTICIPANTS ACKNOWLEDGE THE INHERENT HAZARDS, DANGERS AND RISKS ASSOCIATED WITH AUTO RACING, AND THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF SUCH ACTIVITIES AND PARTICIPANTS ASSUME THESE RISKS AND DANGERS.

Prize will be awarded only if the prize winner fully complies with these Official Rules.

7. WINNER NOTIFICATION: Prize winner will be notified via email or phone as determined by the Administrator and at its sole discretion based on the information the potential winner provided when registering in the Sweepstakes. Prize winner will be notified within three (3) business days of the drawing. If the potential winner does not respond within three (3) days of the initial notification attempt, the potential prize winner will be disqualified and an alternate potential prize winner may be selected. Once eligibility has been verified and the Sponsor receives the prize winner's requested information, the Sponsor will arrange to award the prize. Prize winner must reply with all required information in order to receive their prize.

Winner will be required to provide proof of identity, verification of eligibility and compliance with these Official Rules, and, unless prohibited by law, a complete written Affidavit of Eligibility/Release of Liability Form, W-9 tax payer request for identification form and where legal, Publicity Release ("Affidavits") as well as any other documents required by Sponsor, all of which must be received fully-executed within three (3) days of receipt or such potential prize winner may be disqualified and an alternate potential prize winner may be selected. Winning Entrant further grants full permission to the Sponsor and its officers, directors, employees, agents, successors, and assigns, promotion agency and anyone authorized by any of them, to use my entry, name, photograph, likeness, voice and biographical data, in whole or in part, in any and all media for the purposes of advertising, publicity and trade without additional compensation or right of approval.

8. LIMITATION OF LIABILITY: Neither Sponsor, Administrator, the Promotion Entities, prize suppliers, nor any of their respective parent, subsidiary or affiliated entities or any of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns (the "**Released Parties**") shall be held responsible for, and Entrant hereby releases the Released Parties from any claims arising from or in any way relating to: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (v) any injury, death or damage to persons or property, including but not limited to Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes (vi) use of any prize and (vii) the drawing process including the outcome of the Sweepstakes.

9. GENERAL CONDITIONS: The Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled or damaged entries; or 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 Entrants' or to any other 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 or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. **CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** If for any reason the Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor, which corrupts or affects the administration or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Sweepstakes or any element thereof. In the event of cancellation, Sponsor will award the prize from among all eligible, non-suspect entries received prior to cancellation by random drawing. The use of any automated launching or entry software or any other mechanical or electronic means that permits the Entrant to automatically enter repeatedly is prohibited. Any entries found or suspected to be submitted in this manner will be deemed 'void' by the Sponsor or Administrator. Entrants, by participating, agree that Sponsor and their respective parents, affiliates, subsidiaries and advertising and Sweepstakes agencies and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and shall be held harmless by Entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes.

10. DISPUTES: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state of South Carolina or the appropriate Court located in the state of South Carolina; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) unless otherwise prohibited, under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of South Carolina, without giving effect to any choice of law or conflict of law rules (whether of the State of South Carolina or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of South Carolina.

11. WINNER'S LIST: To obtain the names of the winner (available after 11/13/17), send a self-addressed stamped envelope to: **The Advance America Race Day VIP Sweepstakes Winner**, P.O. Box 2312, Framingham, MA 01703-2312. All such requests must be received by 11/20/17.

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