

New Hampshire Motor Speedway® *SPEEDWAY STAR*
Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN.
VOID WHERE PROHIBITED BY LAW.**

DESCRIPTION: New Hampshire Motor Speedway® “SPEEDWAY STAR” Contest (the “Contest”) is sponsored by New Hampshire Motor Speedway, Inc. (“NHMS”) a New Hampshire corporation located at 1122 Rte. 106 N, Loudon, New Hampshire (“Sponsor”). By participating in the Contest, each contestant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest.

CONTEST PERIOD: The Contest begins on February 10, 2012 at 10 a.m., Eastern Time (PT) and ends on April 7, 2012 at 4 p.m. ET (“Contest Period”).

ELIGIBILITY: Open only to legal residents of the fifty (50) United States except residents of Florida, New York, and Rhode Island, where the Contest is void. Employees, officers and directors of Sponsor, and their affiliates and each of their respective parent companies, divisions, affiliates, subsidiaries, officers, directors, shareholders, members, successors, assigns and agents, participating media outlets and any others engaged in the development, production or distribution of promotional materials or prizes for this Contest (collectively, the “**Released Parties**”), and members of the immediate families or households of any of the above are not eligible to enter or win. This Contest is subject to all applicable federal, state and local laws and regulations. Minors under the age of eighteen (18) must have consent from legal guardian who will be required to provide written consent for the minor to be eligible to participate in the Contest.

HOW TO ENTER: To enter submit a DVD, CD, .Wav file, or .MP3 file of contestant singing the National Anthem a cappella style (without music or other accompaniments) and from memory (“Audition”) beginning February 10, 2012 at 10:00 a.m. Eastern Time (ET) and ending on March 21, 2012 at 5:00 p.m. ET (“Entry Period”).

Send your Auditions (along with the completed, accurate and duly signed Registration Form) via email to events@nhms.com, mailed or delivered in person to New Hampshire Motor Speedway, Attention: Speedway Star Contest, 1122 Rte. 106 N, Loudon, New Hampshire 03307.

Contestants may NOT utilize live props, which includes but is not limited to backup singers, dancers or animals. Non-human props such as costumes and other accessories are permitted. Musical instruments may be used as props, but are not allowed as an accompaniment to the contestant’s performance.

LIMIT: One entry Audition per person. No group entry Auditions. Auditions become the property of Sponsor and will not be returned to contestant.

JUDGING: Auditions will be judged by a qualified panel of judges selected by Sponsor (“Judges”) in its sole and absolute discretion. Judges will judge all eligible and qualified Auditions based on: Vocal Ability (1-10 points), Stage Presence (1-10 points) and

Appearance (1-10 points). Fifteen (15) semi-finalists will be selected. Sponsor reserves the right to select fewer than fifteen (15) semi-finalists if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Auditions. All decisions of Judges and Sponsor regarding semi-finalists selection and this Contest are final. Potential semi-finalists will be notified by phone by March 26, 2012.

All semi-finalists must be available to appear and sing the National Anthem on a microphone, a cappella style from memory at the Judging Finals on Saturday, April 7, 2012, between the hours of 10:00 am and 2:00 pm at the FANtasy Drive at New Hampshire Motor Speedway. The auditions will be taped. One (1) Grand Prize winner and one (1) runner-up will be selected based on Vocal Ability (1-10 points), Stage Presence (1-10 points) and Appearance (1-10 points). The semi-finalist with the highest combined score from the video Audition and the Judging Finals will be determined the grand prize winner. The semi-finalists with the second highest combined score from the video Audition and the Judging Finals will be determined the runner-up winner. In the event of a tie, the grand prize winner will be the semi-finalist with the highest combined score in the Vocal Ability criterion from the video Audition and the Judging Finals competition.

The Judges reserve the right to stop the performance at any time. A contestant, his or her family or associates who exhibit offensive behavior during or after any portion of the Judging Finals may be disqualified, in the Judges' absolute and sole discretion.

Sponsor, or any parties affiliated with them, is not responsible for any error in submission and or in the judging process. All decisions regarding winners and prizes are final and are not subject to review based on allegations of voting error, improper voting, and/or level of attendance during time of performance. Sponsor has the right to refuse anyone entrance into the Contest.

PRIZES:

One (1) Grand Prize Winner:

- Perform the National Anthem prior to the Whelen Modified Race on Saturday, July 14, 2012 at New Hampshire Motor Speedway (no value assigned).
- Four (4) grandstand tickets to the Saturday, July 14, 2012 Whelen Modified Race and Sunday, July 15, 2012 NASCAR Sprint Cup Series™ race at New Hampshire Motor Speedway. Approximate Retail Value: \$300.00

One (1) Runner-Up Prize Winner:

- Perform the National Anthem prior to the Whelen Modified Race on Saturday, September 22, 2012 at New Hampshire Motor Speedway (no value assigned).
- Four (4) grandstand tickets to the Saturday, September 22, 2012 Whelen Modified Race and Sunday, September 23, 2012 NASCAR Sprint Cup Series™ race at New Hampshire Motor Speedway.
- Approximate Retail Value: \$300.00

All expenses (including without limitation any necessary transportation and lodging costs) are the responsibility of winners. Winners must present personal identification bearing his/her photograph, name, age, and address, and sign a declaration of eligibility and liability release in order to take delivery of any prize. Prizes are not transferable. There is no guarantee that winner's performance of the National Anthem will be broadcast either on

television or radio or any through any other means. No substitution of prizes. In the event any race is postponed, changed, or canceled in whole or in part, no prize substitution or other compensation will be provided. If the winner is unable to perform the National Anthem on July 17, 2012 or September 22, 2012 as described above or cannot be reached by telephone by May 13, 2012 then an alternate winner will be selected by the Judges. By auditioning, each contestant agrees Sponsor shall own the video of the performance (including all rights embodied therein) and that it and its designees may exploit, edit, modify, and distribute the entry and all elements of such entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party. All entries and performances (including without limitation auditions and actual performance) shall immediately upon submission or performance become the sole property of New Hampshire Motor Speedway, Inc. and New Hampshire Motor Speedway, Inc. shall have all right, title and interest in such items.

NOTIFICATION: The Sponsors' decision as to the administration of the Contest and the selection of the winners are final and binding. The contestants must comply with all terms and conditions of these Official Rules. The actual award of the Grand Prize is contingent upon fulfilling all requirements (including the Winner executing the Release, Waiver, and Assumption of Risk and the Publicity Release (collectively the "Release"). To receive the Grand Prize, the Winner must sign and return to the Sponsors an Affidavit of eligibility and the Release within two (2) days of the date of notice. If the Winner cannot be notified within a three (3) day period, or fails to sign and return the Affidavit or Eligibility and Release within the two (2) day period, the Winner shall forfeit the Grand Prize. In the event that the Winner is disqualified for any reason, the Sponsor will seek to award the Grand Prize to an alternate Winner based on highest number of votes until the Grand Prize is awarded. The Grand Prize will be awarded subject to the terms and conditions of these Official Rules.

RELEASE: By entering this Contest participants agrees and by accepting prize, winner agrees: (1) to release the Released Parties from liability of any kind or nature for any loss, claims, damages or injuries of any kind associated with participation in this contest or with acceptance and use of any prize: and (2) to be bound by these rules and any decisions of the Sponsor or promoter relating to the participation in the contest, selection of winners and awarding of prizes, whose decisions are final. Acceptance of any prize constitutes permission to use winner's name, biographical information, and/or likeness for purposes of advertising and promotion without further compensation, unless prohibited by law. In order to claim prize, additional releases and/or waivers of liability required by Sponsor and/or any applicable sanctioning body shall be required as appropriate.

PUBLICITY: Except where prohibited, participation in the Contest constitutes to the Sponsors' use of the Semi-Finalists' and Winners name, image, likeness, voice, opinions, biographical information, hometown and state for promotional and marketing purposes in any media without further payment or consideration.

GENERAL CONDITIONS: Sponsor reserves the right to cancel or modify the Contest if fraud, technical failures or any other factor beyond the Sponsors' reasonable control impairs the integrity of the Contest, as determined by the Sponsors in their sole discretion. The Sponsors reserves the right, in their sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in

violation of these Official Rules, or upon the Sponsors' belief said individual is in violation of any state or federal law or regulation, or is acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Contest is in violation of criminal and civil law, and should such an attempt be made, the Sponsors reserve the right to prosecute and/or seek damages from any such person to the fullest extent permitted by law.

LIMITATIONS OF LIABILITY: Sponsor is not responsible for: (i) technical failures of any kind including, but not limited to, the malfunctioning of any computer, cable, network, hardware or software, delay in operation or transmission, communications line failure, technology outage, theft or destruction or unauthorized access to, or alteration of entries, whether caused by the sender or any of the equipment or programming associated with or utilized in the Contest by an entrant, the Sponsors; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process of the contest; (iv) electronic or human error which may occur in the administration of the contest or the processing of entries; or (v) any injury or damage to persons or property including, but not limited to, any Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from any Entrant's participation in the Contest.

DISPUTES: Entrant understands and expressly agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this contest, or the prizes awarded, other than the administration of the Contest or the determination of the Winner shall be resolved individually, without resort to any form of class action, and exclusively by the laws of the State of New Hampshire; (ii) and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest but in no event shall attorney's fees be awarded; and (iii) under no circumstances will Entrant be permitted to seek or obtain awards for punitive, incidental and consequential damages and any other damages including, without limitation, treble damages, and Entrant hereby expressly waives all rights to any such claims. **SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR THE EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of an Entrant, in connection with the contest, shall be governed by, and construed in accordance with, the laws of the State of New Hampshire, without giving effect to any choice of law or conflict of law rules (whether of the State of New Hampshire or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Hampshire. In the event of any dispute or action to enforce these Official Rules, the parties agree to the exclusive jurisdiction and venue in the District Courts in the County of Merrimack, State of New Hampshire.

ENTRANT'S PERSONAL INFORMATION: Sponsor intends to use, solely for Sponsors' and Sponsors' affiliate's use, Entrant's personal information for marketing, informational and promotional purposes. All information collected from an Entrant is subject to the New Hampshire Motor Speedway Privacy Policy.

WINNER'S LIST: Contest results and/or a copy of these Official Rules may be obtained by sending a self-addressed, stamped envelope to 1122 Route 106 North, PO Box 7888, Loudon, NH 03307.