

Denny Hamlin's Bracket Challenge presented by Dirty Mo Media - Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES AND CANADA AND WILL BE GOVERNED BY U.S. LAW. YOU ARE NOT ELIGIBLE FOR PRIZES IF YOU ARE NOT A RESIDENT OF THE UNITED STATES OR CANADA AT THE TIME OF ENTRY. VOID WHERE PROHIBITED.

Only entrants whose final Bracket scores (as calculated as set forth in Section 5 below) are within the top 1% of the highest scoring eligible Brackets for the applicable Denny Hamlin's Bracket Challenge Tournament will be included in the DH Bracket Challenge drawing.

These Official Rules are for Denny Hamlin's Bracket Challenge presented by Dirty Mo Media (the "DH Bracket Challenge"), which is a nationwide (U.S. and Canada) contest sponsored by Dirty Mo Media LLC ("Sponsor"). The DH Bracket Challenge is seeded based on the top 32 in NASCAR Driver Points following the race at Dover Motor Speedway as determined on Tuesday, May 2 at 10 a.m. ET, and each round consists of head-to-head matchups based on each driver's finishing position in the next five (5) races in a single-elimination, bracket-style tournament. Should a driver in the top 32 in points not be able to start the race, we will use his substitute driver's results for determining the head-to-head matchup winner (ie. Alex Bowman / Josh Berry).

This contest is not intended to be used for gambling purposes. If it is determined that a participant is using the contest for gambling purposes, he/she will be disqualified.

Message & Data Rates May Apply: If you choose to participate via a mobile device, message and data rates may apply based on your wireless carrier's rate plan. Internet access may not be available from your wireless carrier, or in your area. Message and data rates may apply even if your use of a mobile device does not result in contest entry.

1. Eligibility: Denny Hamlin's Bracket Challenge presented by Dirty Mo Media is open only to legal residents of the fifty (50) United States and the District of Columbia and Canada who are at least eighteen (18) years old at the time of entry. Employees of the Dale Earnhardt Jr. companies, Joe Gibbs Racing, ProSport Management, 23XI Racing, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Such excluded employees and/or family members may play but will not be eligible to be awarded and/or receive a Prize (as defined below). DH Bracket Challenge is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's

and Prize Administrator's decisions are final and binding in all matters related to the DH Bracket Challenge. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Dirty Mo Media, LLC, 349 Cayuga Dr, Mooresville, North Carolina, 28117 **Prize Administrator:** Dirty Mo Media, LLC, 349 Cayuga Dr, Mooresville, North Carolina, 28117

3. Timing: DH Bracket Challenge begins on May 2, 2023 at 10:00 a.m. Eastern Time ("ET") and ends at the start time of the race at Kansas Speedway, occurring at approximately 3:00 p.m. ET on May 7, 2023 (the "Promotion Period"). Sponsor's servers are the official time-keeping devices for the DH Bracket Challenge.

4. How to Enter: During the applicable Promotion Period, visit dirtymomedia.com/bracketchallenge (the "Website") and follow the links and instructions to complete one (1) tournament bracket (a "Bracket"), selecting a winner for each matchup in all five (5) races in the tournament, and submit the registration form to opt-into the DH Bracket Challenge, including a valid email address and legal first and last name. By entering a bracket, you accept the terms and conditions listed in this document and confirm that you are a United States/D.C. or Canadian resident eighteen years of age or older and agree to these Official Rules. Your Bracket will be scored using "traditional scoring" for the purposes of the DH Bracket Challenge, as outlined in Section 5, below. Brackets will not be available for creation until May 2, 2023 at approximately 10:00 a.m. ET. You must complete the entire Bracket and submit the completed Bracket form by the end of the applicable Promotion Period in order to be eligible for inclusion in the DH Bracket Challenge.

Note: If entering using your mobile device, standard message and data rates may apply. Please consult your wireless service provider regarding its pricing plans prior to entering via your wireless mobile device.

Limit: You may create one (1) Bracket during the applicable Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to enter more than the stated number of Brackets by using multiple/different email addresses, identities, registrations and logins, or any other methods will make that entrant's Brackets ineligible for the DH Bracket Challenge and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

Once the Tournament is live, you can view your personal progress on the leaderboard. Brackets will be identified by the Bracket name. The leaderboard will be updated after the completion of each

Round of the Tournament. **The leaderboard is for informational purposes only. Final results must be validated before DH Bracket Challenge entrants will be determined.**

5. Winner Determination: Sponsor and Prize Administrator is an independent judging organization whose decisions as to the administration and operation of the DH Bracket Challenge and the selection of the potential winners are final and binding in all matters related to the DH Bracket Challenge. Entrants' Brackets will be scored based on the scoring process set forth below. Then, entrants whose Brackets are verified to be within the top 1% of highest scoring Brackets for the applicable Tournament will be entered into the DH Bracket Challenge drawing for the applicable Grand Prize (as set forth in Section 7 below).

Additional Winners: Eleven (11) Additional Winners will be selected from all of the eligible entries in the DH Bracket Challenge (as set forth in Section 7 below).

Entrants will earn points for each eligible Bracket based upon the number of correct winner selections made in each Round of the applicable Tournament as set forth in the chart below.

Round	Time & Date	Points Awarded Per Each Correct Winner Selection
Kansas	May 7th, 2023 3:00pm	10
Darlington	May 14th, 2023 3:00pm	20
Charlotte	May 28th, 2023 6:00pm	40
Gateway	June 4th, 2023 3:30pm	80

Sonoma (Final Round)	June 11th, 2023 3:30pm	160
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An entrant's final score for their Bracket is the sum of all points earned during each of the five (5) Rounds. Once all final Bracket scores have been determined and verified, those entrants whose final Bracket scores are calculated to be within the top 1% of the highest scoring Brackets will be entered into the applicable DH Bracket Challenge drawing for the Grand Prize. The 11 additional winners will be randomly selected from the total pool of all eligible entries.

6. Winner Requirements: Potential winners must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. Prize Administrator will randomly select the potential DH Bracket Challenge winners from all eligible entries on or around June 13, 2023. The potential winners for the Grand Prize and the Additional Prizes will be notified by email and will be directed to a secure online claim form and asked to provide their name, email address, mailing address and date of birth to confirm eligibility and for prize fulfillment purposes within three (3) days of the date notice or attempted notice is sent in order to claim the prize. Then, each potential winner (or parent/legal guardian if winner is a minor in their state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Prize Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the applicable prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

7. Prizes: Prizes (specified below) are non-transferable and no substitution or cash equivalent or substitution of prize is offered, except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. The Sponsor and Prize Administrator have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are provided only by the manufacturer, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of Brackets that are eligible for each DH Bracket Challenge drawing. One (1) prize per person. TOTAL APPROXIMATE RETAIL VALUE ("ARV") OF ALL PRIZES: \$1,160.

Prizes

- Grand Prize - \$250 Gift Card to NASCAR.com Store + Dirty Mo Media Prize Pack that includes: DMM 24 oz. tumbler, DMM shot glass, DMM flask, DMM T-shirt, Actions Detrimental T-shirt, Denny Hamlin diecast signed by Denny Hamlin, DMM hat signed by both Dale Earnhardt Jr. and Denny Hamlin (TOTAL ARV \$500)
- 11 Additional Prizes - Dirty Mo Media hat signed by both Dale Earnhardt Jr. and Denny Hamlin (ARV \$60 each)

8. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Dale Earnhardt Jr. companies, Joe Gibbs Racing, ProSport Management, 23XI Racing, and their parent and affiliate companies, Prize Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the DH Bracket Challenge or receipt or use or misuse of any prize.

Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

9. Publicity: Except where prohibited, participation in the DH Bracket Challenge constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the DH Bracket Challenge, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the DH Bracket Challenge, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the DH Bracket

Challenge, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the DH Bracket Challenge or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the DH Bracket Challenge may be a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the DH Bracket Challenge; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the DH Bracket Challenge; (4) technical or human error which may occur in the administration of the DH Bracket Challenge or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the DH Bracket Challenge or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the DH Bracket Challenge, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this DH Bracket Challenge or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the State and Federal courts located in Charlotte, North 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 DH Bracket Challenge, but in no event attorneys' fees; and (3) 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 for 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 DH Bracket Challenge, shall 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 (whether of the State of North Carolina or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of North Carolina.

13. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's [Privacy Policy](#).

14. Winners List

The identity of the winner will be published approximately three (3) days after the winner(s) have been finally declared and the Prize (or any part thereof) has been finally awarded. Such publication will be posted to Sponsor's social media pages or Website or such other Web location of Sponsor's as may be deemed appropriate by Sponsor. For the name of the Prize winner, you may also send a request that includes a self-addressed, stamped envelope to Sponsor's address listed above. Such requests must be received no later than ninety (90) days after the Promotion is closed to further entries.

This Denny Hamlin's Bracket Challenge presented by Dirty Mo Media is in no way sponsored or administered by NASCAR.

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