

Nitro Circus San Diego - Sweepstakes Promotion Rules

1. Eligibility: Sweepstakes Promotion (“Nitro Circus San Diego”) is open to those who purchase a minimum of (1) one race at Southern California K1 Speed centers (Carlsbad, San Diego) during the Sweepstakes Promotion Period (May 1 - May 31, 2017). The Sweepstakes Promotion is only open to legal residents of United States of America and the District of Columbia and is void where prohibited by law. Must be at least 18 years of age or older. Employees of K1 Speed Inc. their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes Promotion. The Sweepstakes Promotion is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of K1 Speed Inc., as final and binding as it relates to the content. All entries are subject to review by individual location. The Sweepstakes Promotion is subject to all applicable federal, state and local laws.

3. Sweepstakes Promotion Period: Entries will be accepted starting on or about May 1, 2017 and ending May 31, 2017. All entries must be received by May 31, 2017 11:59PM EST.

4. How to Enter: The Sweepstakes Promotion must be entered by purchasing a minimum of (1) one race at Southern California K1 Speed centers (Carlsbad, San Diego). The entry must fulfill all Sweepstakes Promotion requirements, as specified, to be eligible to win the prize. You may enter multiple times. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of K1 Speed Inc. You may request an entry by mailing a handwritten, self-addressed stamped envelope to: K1 Speed Inc. 17221 Von Karman Ave. Irvine, CA 92614. Requests must be received no later than May 31, 2017.

5. Prizes: Winner(s) will receive tickets and one lucky winner will receive tickets plus backstage tour and meet & greet to Nitro Circus Sat. June 17 at Qualcomm Stadium, San Diego.

Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by K1 Speed Inc. No cash or other prize substitution permitted except at K1 Speed Inc.'s discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for K1 Speed Inc. to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner selection and notification: Winner of the Sweepstakes Promotion will be selected under the supervision of the K1 Speed Inc. Winner will be notified via email to the email address they entered upon registering their race account within (7) seven days following the winner selection. K1 Speed Inc. shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information.

If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.

The receipt by winner of the prize offered in this Sweepstakes Promotion is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES PROMOTION AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by you: By entering this Sweepstakes Promotion you understand that K1 Speed Inc., anyone acting on behalf of K1 Speed Inc., or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes Promotion, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. Terms: K1 Speed Inc. reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes Promotion should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes Promotion. In such case, K1 Speed Inc. may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by K1 Speed Inc. K1 Speed Inc. reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes Promotion or website or violates these Terms & Conditions.

K1 Speed Inc. has the right, in its sole discretion, to maintain the integrity of the Sweepstakes Promotion, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes Promotion rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes Promotion may be a violation of criminal and civil laws and should such an attempt be made, K1 Speed Inc. reserves the right to seek damages from any such person to the fullest extent permitted by law.

By entering the Sweepstakes Promotion you agree to receive email newsletters periodically from K1 Speed Inc. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

10. Limitation of Liability: By entering you agree to release and hold harmless K1 Speed Inc. and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Sweepstakes Promotion and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to

the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

11. Disputes: THIS SWEEPSTAKES PROMOTION IS GOVERNED BY THE LAWS OF UNITED STATES OF AMERICA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes Promotion, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes Promotion), and participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the K1 Speed Inc. WebSite. To read the Privacy Policy, <http://www.k1speed.com/privacy-policy.html> click here.

13. Winners List: To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: K1 Speed Inc. 17221 Von Karman Ave. Irvine, CA 92614. Requests must be received no later than March 31, 2017.

14. Sponsor: The Sponsor of the Sweepstakes Promotion is K1 Speed Inc. 17221 Von Karman Ave. Irvine, CA 92614.