

**2018 HOT WHEELS™ INDYCAR JUNIOR GRAND PRIX POWERED BY K1 SPEED OPEN
KARTING COMPETITION CONTEST**

OFFICIAL RULES

1. A REGISTRATION FEE OF \$50 (USD) FOR THE INDIANAPOLIS QUALIFYING ROUND AND THE ARLINGTON QUALIFYING ROUND, AND \$65 (CND) FOR THE TORONTO QUALIFYING ROUND, IS REQUIRED TO REGISTER FOR AND TO PARTICIPATE IN THIS CONTEST OF SKILL. ONLY SIXTY (60) CONTESTANTS WILL BE REGISTERED FOR EACH OF THE THREE (3) QUALIFYING ROUND RACES.

2. SPONSOR. The 2018 Hot Wheels™ INDYCAR Junior Grand Prix Powered by K1 Speed Open Karting Competition Contest (the “Contest”) is sponsored and administered by K1 Speed, Inc., 17221 Von Karman Ave., Irvine, CA 96214 (“Sponsor”).

3. ELIGIBILITY. *A child’s parent or legal guardian must register the registrant as described in these Official Rules.* The Contest is open only to legal residents of the States of Florida, Illinois, Indiana, Kentucky, Michigan, Ohio, Oklahoma, and Texas (in the U.S.) and the Province of Ontario (in Canada), who have paid the applicable Qualifying Round registration fee and who at time of entry and applicable Qualifying Round race (i) are between the ages of 8 and 14; (ii) are between 48” and 65” in height; and (iii) weigh 150 pounds or less. The children of officers, directors, and employees (collectively, “employees”) K1 Speed, Inc. (“K1 Speed”), The Brand AMP, LLC (“The Brand AMP”), Mattel, Inc., Hulman Motorsports Properties, LLC, Speedway Motorsports, Inc. and each of their parents, subsidiaries, affiliated companies, agents, advertising and promotional agencies, those involved in the execution and administration of the Contest and the immediate family members (defined as parents, spouse, children, siblings, grandparents) of such employees, and all those with whom such employees are domiciled, are not eligible to enter or win. The Contest is subject to all applicable federal, state, provincial and local laws and regulations and is void outside of States of Florida, Illinois, Indiana, Kentucky, Michigan, Ohio, Oklahoma, and Texas (in the U.S.) and the Province of Ontario (in Canada), and where prohibited or restricted by law.

4. CONTEST OVERVIEW; QUALIFYING ROUNDS. The Contest consists of a junior open kart driving skills competition (the “Driving Challenge”), and includes three (3) regional qualifying round race competitions (the “Qualifying Rounds”) and a final round race competition (the “Championship Race”).

The Qualifying Rounds will be held: (a) on May 24, 2018, at the K1 Speed location in Fishers, IN (the “Indianapolis Qualifying Round”); (b) on June 7, 2018, at the K1 Speed location in Arlington, TX (the “Arlington Qualifying Round”); and (c) on July 13, 2018, at the K1 Speed location in Toronto, Ontario (the “Toronto Qualifying Round”). (The check-in time for each Qualifying Round is approximately 4:30 PM (Local Time).)

The Championship Race will be held on September 13, 2018, at the K1 Speed location in San Francisco, CA.

5. REGISTRATION PERIODS; HOW TO REGISTER.

A. Registration Periods.

1. Indianapolis Registration Period. The Contest registration period for the Indianapolis Qualifying Round (the “Indianapolis Registration Period”) begins May 11, 2018 and ends on May 24, 2018, or the time at which Sponsor has received a total of sixty (60) eligible registration applications for the Indianapolis Qualifying Round (whichever time comes first).

2. Arlington Registration Period. The Contest registration period for the Arlington Qualifying Round (the “Arlington Registration Period”) begins May 11, 2018 and ends on June 7, 2018, or the time at which Sponsor has received a total of sixty (60) eligible registration applications for the Arlington Qualifying Round (whichever time comes first).

3. Toronto Registration Period. The Contest registration period for the Toronto Qualifying Round (the “Toronto Registration Period”) begins May 11, 2018 and ends on July 13, 2018, or the time at which Sponsor has received a total of sixty (60) eligible registration applications for the Toronto Qualifying Round (whichever time comes first).

B. How to Register. During the applicable Registration Period, you can register for the opportunity for your child to become a contestant in the Driving Challenge in a Qualifying Round (a “Contestant”) by (i) visiting the K1 Speed location for the Qualifying Round in which your child desires to compete, and (ii) completing, signing, and submitting the Contest Application form and the K1 Speed Minor Liability Waiver form (collectively, the “Application”), and *paying the applicable Qualifying Round registration fee of \$50 (USD) for the Indianapolis Qualifying Round and the Arlington Qualifying Round, and \$65 (CND) for the Toronto Qualifying Round* (the “Registration Fee”) to Sponsor at the K1 Speed location. In order to be eligible for a particular Qualifying Round, Sponsor must have received your Application and Registration Fee before the close of the Registration Period for such Qualifying Round. A registration will not be considered as complete until such time that Sponsor has received the registrant’s Application (completed and signed by the registrant’s parent or legal guardian) and the applicable Registration Fee.

Limit: One (1) Contest registration Application per person, per Qualifying Round; a child may be selected to participate as a Contestant in only one (1) Qualifying Round. In the event that a child is selected as a Contestant for, or participates as a Contestant in, an earlier Qualifying Round, that child may not register for, or participate in, a later-dated Qualifying Round. (Registration Applications received in excess of the stated limits will be void.)

C. Determination of Contestants. The first sixty (60) eligible children whose complete Applications for the Indianapolis Qualifying Round are received, accepted and approved by Sponsor during the Indianapolis Registration Period will be eligible to compete as Contestants in the Indianapolis Qualifying Round (the “Indianapolis Contestants”).

The first sixty (60) eligible children whose complete Applications for the Arlington Qualifying Round are received, accepted and approved by Sponsor during the Arlington Registration Period will be eligible to compete as Contestants in the Arlington Qualifying Round (the “Arlington Contestants”).

The first sixty (60) eligible children whose complete Applications for the Toronto Qualifying Round are received, accepted and approved by Sponsor during the Toronto Registration Period will be eligible to compete as Contestants in the Toronto Qualifying Round (the “Toronto Contestants”).

Only sixty (60) Contestants will be registered for each Qualifying Round. Becoming a Contestant in a Qualifying Round depends on the number of eligible registration Applications received for such Qualifying Round and the speed in which registrant’s parent/legal guardian fully completes the registration process.

D. Additional Matters Relating to Participation; Official Rules. *Registrants and parents/legal guardians of registrants are not required to purchase any Sponsor products in order to register for, or participate in, the Contest; provided, however, the applicable Registration Fee is required to register for, and participate in, the Contest.* Applications will not be returned. The submission of a registration is solely the responsibility of the registrant’s parent/legal guardian.

Any personal information collected in connection with this Contest will be used in accordance with these Official Rules and with Sponsor’s Privacy Policy (which is available at <https://www.k1speed.com/privacy-policy.html>). By registering for this Contest, registrant’s parent/legal guardian grants Sponsor permission to correspond with registrant’s parent/legal guardian via email regarding the Contest, and to share the email address of the registrant’s parent/legal guardian with third parties for the purpose of administration, communication and fulfillment.

For a copy of these Official Rules, please send a self-addressed, stamped envelope to: 2018 Hot Wheels™ INDYCAR Junior Grand Prix Powered by K1 Speed Open Karting Competition Contest Official Rules, 3101 West Coast Highway, Suite 100, Newport Beach, CA 92663, by July 12, 2018.

6. DRIVING CHALLENGE; QUALIFYING ROUNDS; DETERMINATION OF CONTEST WINNERS.

A. Judging; Driving Rules. Sponsor and its representatives will oversee and be the judges for each Qualifying Round and for the Finals. Contest and race judging determinations are in the sole and absolute discretion of the judges, and such decisions and determinations are not subject to further review or appeal by Contestants. The driving rules for the Qualifying Rounds and Qualifying Round tracks are available at the tracks, and can be found at <https://www.k1speed.com/rules.html>. *Contestant stand-ins or proxies are not allowed under any circumstances whatsoever.*

B. Qualifying Rounds. Up to sixty (60) Contestants will race in each Qualifying Round.

In order to be eligible to race in a Qualifying Round, Contestants must be present at their Qualifying Round by 4:30 PM (Local Time) on the day of the applicable Qualifying Round. Contestant's parent/legal guardian must accompany and be present with Contestant at time of check-in and throughout races in order for Contestant to race in the Qualifying Round. At time of Qualifying Round start, Contestant must meet all of the eligibility requirements described in Section 3 above. Contestant's parent/legal guardian may be required to sign additional documentation at time of check-in in order for Contestant to participate in the Qualifying Round. If a Contestant is not available at the Qualifying Round, fails to comply with the above-stated requirements, or otherwise declines to race in the Qualifying Round, Sponsor may deem such Contestant to have forfeited the opportunity to participate in the Contest and to race in the Qualifying Round.

Each Qualifying Round will feature (i) one (1) "Practice Race" (starting at approximately 5:00 PM on the day of the Qualifying Round), and (ii) up to six (6) "QR Qualifying Races" (the first of which starts at approximately 6:00 PM, and each of which consist of ten (10) laps around the track). Each Contestant in the Qualifying Round will participate in the Practice Race and one (1) QR Qualifying Race.

The top two (2) fastest finishers in each QR Qualifying Race will participate in the final race of the Qualifying Round (the "QR Final Race"). The QR Final Race will consist of twelve (12) laps around the track, and will be held at approximately 8:00 PM on the night of the Qualifying Round.

The top three (3) fastest finishers in the QR Final Race for each Qualifying Round will be deemed a potential Contest finalist (a "Finalist"), and (subject to the requirements listed in Section 7 below) will be eligible to race in the Championship Race held on September 13, 2018 in San Francisco, CA. A total of nine (9) Finalists will be determined from the three (3) Qualifying Rounds.

In addition to being able to race in the Championship Race, each Finalist will receive a Finalist Prize (subject to complying with the requirements described in Section 7 below).

C. Championship Race. The Championship Race will take place on September 13, 2018, at the K1 Speed location in San Francisco, CA. The nine (9) Finalists from the three (3) Qualifying Rounds will participate in the Championship Race. (In addition to the nine (9) Finalists, the Championship Race may include as many as six (6) finalist winners from a similar contest held by Sponsor in Europe.)

In order to be eligible to participate in the Championship Race, Finalists must be present at the Championship Race by 4:00 PM (Pacific Time) on the night of the Championship Race. If a Finalist is not available at the Championship Race or otherwise declines to participate in the Championship Race, Sponsor may deem such Finalist to have forfeited the opportunity to participate in the Championship Race, and Sponsor may, at its sole discretion, disqualify the Finalist.

The Championship Race will be held at approximately 4:00 PM (Pacific Time), and will consist of up to six (6) practice laps and the final Championship Race of twelve (12) laps around the track. The first

place (fastest) finisher in the Championship Race will be deemed the First Place winner of the Championship Race and will receive a trophy. The second place (second fastest) finisher in the Championship Race will be deemed the Second Place winner of the Championship Race and will receive a plaque. The third place (third fastest) finisher in the Championship Race will be deemed the Third Place winner of the Championship Race and will receive a plaque.

7. FINALIST PRIZE. Sponsor will award nine (9) Finalist Prizes through the Contest (and the three (3) Qualifying Rounds). Finalist Prize consists of a trip for Finalist and one (1) parent/legal guardian of Finalist (the “Accompanying Parent”) to San Francisco/Sonoma, CA to participate in the Championship Race and includes: (i) round-trip, coach-class air transportation for winner and Accompanying Parent to San Francisco, CA from the closest major airport to the Finalist’s home address (determined by Sponsor in its sole discretion); (ii) one (1) room hotel accommodations (double occupancy, room rate and taxes only) for two (2) nights in the San Francisco area; (iii) one (1) room hotel accommodations (double occupancy, room rate and taxes only) for three (3) nights in the Sonoma area; (iv) transportation from San Francisco to Sonoma; (v) two (2) tickets to attend the Sonoma Grand Prix and related activities during the week of September 13, 2018; (vi) \$900 in spending money to use on the trip to cover miscellaneous expenses (awarded to the winner only in the form of one (1) prepaid gift card with a cash value of \$900); (vii) a Finalist trophy and Finalist swag bag; and (viii) the opportunity for Finalist to participate in the Championship Race. Total approximate retail value of Finalist Prize: \$4,740; actual value may vary based upon airfare and hotel fare/rate fluctuations, and time of departure and distance between departure and destination.

The Accompanying Parent of each potential Finalist Prize winner will be required to sign and return an Affidavit of Eligibility/Liability and Publicity Release (an “Affidavit”) within five (5) days of prize notification in order for Finalist and Accompanying Parent to be eligible to receive prize. Canadian Finalists: In addition, Finalists who are residents of Canada will also be required to correctly answer, unaided, a mathematical skill-testing question in order to be eligible to receive prize. In the event of the failure to comply with any of the above requirements, potential Finalist and Accompanying Parent may forfeit Finalist Prize in its entirety, and Sponsor may, at its sole discretion, award the prize to the Contestant with the next fastest time in the forfeiting potential Finalist’s Qualifying Round QR Final Race.

Accompanying Parent must accompany Finalist on the trip. Finalist and Accompanying Parent: (i) must be available to travel on actual dates set for trip by Sponsor; (ii) must attend the Championship Race; (iii) will be required to sign and return an Affidavit or will not be permitted to travel on trip; (iv) are required to depart from the closest major airport to the Finalist’s primary address (determined by Sponsor in its sole discretion); (v) are responsible for providing all travel required identification and travel documents (including, without limitation, any required passports) and complying with all applicable security requirements; and (vi) are responsible for obtaining travel insurance (and all other forms of insurance) at Accompanying Parent’s option, and Accompanying Parent hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. In the event of the failure to comply with any of the above requirements, or if Finalist and Accompanying Parent cannot travel for any reason whatsoever after travel arrangements are made, Finalist and Accompanying Parent may forfeit prize, and Sponsor may, at its sole discretion, award the prize to the Contestant with the next fastest time in the forfeiting potential Finalist’s Qualifying Round QR Final Race.

In the event that Finalist’s primary address is within 200 miles of trip destination location, ground transportation (or a ground transportation allowance of \$300) may be provided to Finalist and Accompanying Parent in lieu of air travel, and no additional compensation will be provided for travel to and from destination as part of trip prize. (Sponsor is not responsible for transportation of Finalist and Accompanying Parent to airport.)

In the event that the Sonoma Grand Prix (or any related event) is postponed or canceled, Sponsor will not be responsible for awarding such postponed or cancelled portion of the prize and no substitution or

compensation will be provided. The remainder of the prize will be awarded. Seating at the Sonoma Grand Prix to be determined in the sole discretion of Sponsor. By accepting the tickets to the Sonoma Grand Prix (or tickets to any related event), Finalist and Accompanying Parent each agree to abide by any terms, conditions and restrictions provided by such tickets. Sponsor is not responsible if Finalist and/or Accompanying Parent do not use ticket/admission on days of Sonoma Grand Prix (or related event). Airline carrier's regulations and conditions apply to air travel, and airline tickets are non-refundable/non-transferable and are not valid for upgrades. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor and The Brand AMP are not liable for any expenses incurred as a consequence of flight cancellation/delay.

Limit one (1) Finalist Prize per person. All federal, state, provincial and local laws and regulations apply. Finalist Prize (and any portion(s) thereof) and position in the Championship Race are non-transferable. Unless otherwise specifically provided for herein, all taxes or expenses, including, without limitation, expenses associated with the Finalist Prize not specified herein as part of Finalist Prize (such as gratuities, incidental charges, surcharges, personal expenses, insurance, telephone charges, and other travel expenses), sales tax, luxury tax, and any other costs incurred in claiming or using any of the prizes, are the sole responsibility of the parent/legal guardian of the prize winner. No prize substitution or cash equivalent of prize, except at Sponsor's sole discretion, and then only for a prize of equal or greater value. Any difference between the actual value of any prize and the approximate retail value set forth in these Official Rules may not be claimed and will not be awarded.

8. GENERAL CONDITIONS. Contest participants and their parents/legal guardians must comply with all of the terms and conditions of these Official Rules, and participation and winning is contingent upon fulfilling all requirements. Contest is subject to all applicable federal, state, provincial, and local laws and regulations. By participating in this Contest, participant's parent/legal guardian, on participant's behalf, agrees and consents to each of the terms and conditions, and representations and warranties contained in these Official Rules.

By registering in this Contest, participant's parent/legal guardian represents and warrants that: (i) participant and participant's parent/legal guardian understands the dangers and hazards associated with open kart racing and the Driving Challenge; (ii) participant has the necessary level of physical fitness to participate in the Driving Challenge; and (iii) participant is in good health, and without physical disabilities or medical conditions that might create a hazard for participant or others in the event that participant is selected as a Contestant and participates in the Driving Challenge.

By registering participant in this Contest, participant's parent/legal guardian agrees: (i) that participant and parent/legal guardian will be bound by these Official Rules and the decisions of the judges, which are final and binding in all respects; (ii) to be contacted by Sponsor by mail, email or telephone with respect to Contest-related matters; (iii) that participant will participate and race in the selected Qualifying Round; and (iv) that if participant is a Finalist, that participant will race in the Championship Race and participate in all applicable Championship Race activities, as determined at the sole discretion of Sponsor.

By entering participant in the Contest and participant participating as a Contestant in the Driving Challenge, participant's parent/legal guardian further agrees that Sponsor, and any of its designees may film, record, post, publish and use all or any part of participant's Driving Challenge performance, name, voice, likeness, image, statements, biographical data, address (city and state/province only) and prize information) in any and all media now existing or hereafter devised for illustration, promotion, art, editorial, advertising, trade or any other purpose whatsoever, in perpetuity, without attribution, notification, compensation or consents (except where prohibited by law), and participant's parent/legal guardian hereby releases Sponsor, Mattel, Inc., The Brand AMP, Hulman Motorsports Properties, LLC, Speedway Motorsports, Inc. and their respective parent companies, subsidiaries, affiliated entities, shareholders, members, managers, officers, printers, distributors, and advertising agencies, and their employees, agents, representatives and consultants (collectively, the "Released Parties") from any liability with respect thereto.

Sponsor reserves the right to disqualify from this or any contest it sponsors, now or in the future, any person it finds, in its sole discretion, has violated these Official Rules, entered or attempted to enter the Contest more than the permitted number of times through the use of multiple email addresses or any other device or means, or tampered with the entry process, the operation of the Contest, or any other aspect of this Contest. Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend part or all of this Contest in the event that human or technical errors occur in the administration of this Contest or the processing of registrations, or other errors, printing errors, tampering, fraud, unauthorized intervention, technical failure, or other causes beyond Sponsor's control, corrupt or impair the administration, security, fairness or proper play of the Contest. In such event, or in the event the Contest is cancelled, suspended or discontinued for any reason, Sponsor may award Finalist positions and prizes based on Contest information collected and race results obtained up to the time of Contest cancellation or suspension. Sponsor reserves the right, in its sole discretion, to extend the Registration Period(s) and/or the date of the Qualifying Round(s) in the event that Sponsor receives an insufficient number of registrations in the Contest or in a particular Qualifying Round (as determined by Sponsor in its sole and absolute discretion).

The Released Parties shall not have any obligation or responsibility, including any responsibility to award any prizes to participants, with regard to: (i) registrations that contain inaccurate information or do not comply with or violate these Official Rules; (ii) registrations or prize claims or notifications that are lost, late, postage due, unintelligible, damaged, delayed, destroyed, misdirected, garbled, incomplete, illegible or are otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (iii) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alternation of, registrations, or any incorrect or inaccurate transcription of entry information; (iv) participants who have committed fraud or deception in entering or participating in the Contest or in claiming any prize; (v) any problems or technical malfunctions of the Contest, any website, or of any telephone or communications network or lines, computer on-line systems, servers or providers, computer equipment, software, or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials related to this Contest; (vi) any inability of a winner to accept a prize for any reason; (vii) early termination of the Contest, or the inability to award any prize, in the event Sponsor receives fewer than the number of qualified registrations necessary (as determined by Sponsor in its sole and absolute discretion) to award such prize; or (viii) the inability to award all or any part of a prize due to errors, delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control.

By participating in this Contest, participant's parent/legal guardian releases and agrees to indemnify and hold harmless the Released Parties from any and all liability for any accident, loss, tax liability, injury, death or damage of any kind, arising from participant's participation in this Contest (including, without limitation, participation in the Driving Challenge) or in any Contest related activity, or resulting from acceptance, possession, use or misuse of any prize, or while traveling to and/or from a location as part of a Contest race or prize or to obtain or use a prize. Participant's parent/legal guardian acknowledges that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any prize, including, but not limited to, express warranties provided by the manufacturer of the goods or their affiliates. Participant's parent/legal guardian expressly waives the provisions of California Civil Code Section 1542 and of any law, regulation or provision of any code of civil procedure of any other jurisdiction which is similar, comparable or equivalent to California Civil Code 1542 which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

9. DISPUTE RESOLUTION. Any and all disputes with respect to this Contest will be resolved in the appropriate courts in the State of California exclusively, and subject to the laws of the State of California, without regard to conflicts of laws principles. Should there be a conflict between the laws of

the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. By entering participant, participant's parent/legal guardian consents to the exclusive jurisdiction and venue of the federal, state and local courts located in and for Irvine, California. If any provision of these Official Rules is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision. Except where prohibited, by entering this Contest, participant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees; and (iii) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive damages, incidental damages, consequential damages or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. (NOTE: Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.)

10. WARNING. ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT OR INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.

11. WINNERS LIST. For Finalists list, send a self-addressed, stamped envelope to: 2018 Hot Wheels™ INDYCAR Junior Grand Prix Powered by K1 Speed Open Karting Competition Contest Winners List, 3101 West Coast Highway, Suite 100, Newport Beach, CA 92663, by March 13, 2019.