

## #DaytonaDay Bingo Sweepstakes Official Sweepstakes Rules

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.** Entrants are providing information to "Sponsor" (as defined below) and not to Instagram or Twitter.

The following promotion is intended for participants in the fifty (50) United States and Washington D.C. only and shall be construed and evaluated according to the laws of the United States. Do not proceed in this promotion if you are not a legal U.S. resident residing in the fifty (50) United States or Washington D.C. Further eligibility restrictions are contained in the official rules below.

**1. DESCRIPTION:** The #DaytonaDay Bingo Sweepstakes (the "**Sweepstakes**") takes place on Sunday, February 26, 2017, beginning with the start of the DAYTONA 500® (the "**Race**"), currently scheduled to begin at 2:00pm Eastern Time ("**ET**"), and ending at 11:59pm ET (the "**Sweepstakes Period**"). The Sweepstakes provides eligible entrants (each, an "**Entrant**" and collectively, "**Entrants**") with the opportunity to upload a unique and original photograph or screenshot of a "Game Card" (as defined below) along with the "Hashtags" (as defined below) (collectively, the "**Submission**") via Instagram or Twitter for the opportunity to be entered into the Sweepstakes.

The sponsor of this Sweepstakes is FS1 ("**Sponsor**"). The administrator of this Sweepstakes is Creative Zing Promotion Group ("**Administrator**"). The National Association for Stock Car Auto Racing, Inc., (NASCAR), and Daytona International Speedway, LLC are not sponsors of this promotion and are not responsible for the collection, submission or processing of submissions, the administration of the Sweepstakes, the selection of the winners or the fulfillment of the prizes. Sweepstakes void where prohibited or restricted by law.

**2. ENTRANT ELIGIBILITY & SUBMISSION REQUIREMENTS:** In order for an Entrant to be eligible to participate in the Sweepstakes and to be considered as a potential "**Winner**" (as described below) the Entrant and the Submission must meet the following eligibility criteria:

- Entrant must be a legal U.S. resident physically residing within the fifty (50) United States or Washington, DC. Void where restricted or prohibited by law;
- Entrant must be at least eighteen (18) years of age and the age of majority in their state of primary residence at the time of entry;
- Entrant must have a non-private Instagram account or a non-private Twitter account and be able to receive direct messages; such social media accounts can be obtained for free at the respective social media sites or in the applicable app store;
- Entrant must comply with any applicable terms of use for any social media platform used for Submission;
- Entrant must be the rightful owner of the social media account associated with the Sweepstakes entry and Submission; AND
- Entrant must NOT be an employee, shareholder, officer, director, agent or representative of Sponsor or Administrator (collectively, the "**Sweepstakes Entities**"), Fox Cable Network Services, LLC, Fox Entertainment Group, The News Corporation, Inc., NASCAR, Inc., Daytona International Speedway, LLC and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives and promotion and advertising agencies, and each of their respective employees, shareholders, officers, directors, members, agents, and assigns, together with the Immediate Family Members and/or Household Members of such persons, are not eligible to participate in the Sweepstakes. For purposes of the Sweepstakes, "**Household Members**" shall mean those people who share the same residence at least three months a year, whether or not related; "**Immediate Family Members**" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses, regardless of where they live.

**Submissions must meet the following criteria:**

- Submission must be submitted via Instagram or Twitter, as described in [Section 3](#);
- Instagram and Twitter Submissions must include the Hashtags, as described in [Section 3](#);
- The Submission must be original to Entrant and Entrant must be the rightful owner of the Submission or must have the rights, title and interest necessary to utilize the Submission for the Sweepstakes in compliance with these Official Rules;

- Submission must be in accordance with Section 3 below; and
- Submission must comply with the applicable technical submission requirements (e.g. size, format) for the social media platform used for Submission along with the Terms of Service posted on the corresponding social media platform.

**Submissions are subject to the following Content Restrictions:**

- Submission must NOT contain material that infringes or violates any applicable laws or regulations or any right of a third party including: (1) copyright, patent, trademark, trade secret or other proprietary or contractual rights; or (2) right of privacy or publicity; or (3) any confidentiality obligation;
- Submission must NOT include third parties/people, who have not expressly authorized in writing the Entrant to feature their name, image or likeness in the Submission or otherwise use such name, image or likeness in accordance with these Official Rules. If applicable, selected Winners may be required to verify such authorization in the form of a release;
- Submissions must NOT contain subject matter which is, or could be considered, in the sole discretion of Sweepstakes Entities, obscene, pornographic, violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), defamatory, libelous, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., illegal gambling, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, hateful, degrading, harassing, or otherwise unlawful, tortious or objectionable;
- Submission must NOT contain any third-party content that is protected by copyright (without the express prior written consent of the owner of such right) or include names and/or descriptions of any copyrighted media production, including, without limitation, films, books, television programming, etc., or identifying descriptions of any media property, other than those belonging to Sponsor and as contained on the Game Cards; and
- Submission must NOT contain any derogatory references to any of the "Released Parties" (as defined below) or any NASCAR-sanctioned event or track, NASCAR driver or other NASCAR event participant.

Entrants who submit a Submission which violates any of these requirements may be deemed ineligible to receive the prize and their Submission may be void at the Sweepstakes Entities' sole discretion. Sweepstakes Entities reserve the right to disqualify in their sole and absolute discretion any Submission deemed inappropriate or that does not comply with the Official Rules. Incomplete or unintelligible entries will be disqualified. Sweepstakes Entities will determine in their sole discretion which Submissions have satisfied the requirements of these Official Rules.

In the event of a dispute over the identity of an Entrant or potential winner in the Sweepstakes, the Entrant or potential winner will be deemed the Authorized Account Holder of the email address associated with the Twitter or Instagram account for the selected Submission. "**Authorized Account Holder**" is defined as the natural person in whose name the e-mail account was opened. In the event a dispute regarding the identity of an Entrant or potential winner cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

**3. HOW TO ENTER:** Entrants must:

- A. Visit [www.foxsports.com/DaytonaDayBingo](http://www.foxsports.com/DaytonaDayBingo) (the "**Website**") prior to the start of the Sweepstakes Period, and print OR download up to twelve (12) #DaytonaDay Bingo game cards (each a "**Game Card**" and collectively the "**Game Cards**") (Game Cards will be available as a PDF for printing or download to a desktop computer or mobile device for digital participation);
- B. Place a mark on the DAYTONA 500® center square of his or her Game Card;
- C. Follow the Race and place a mark on squares associated with the forty eight (48) Race events (each a "**Race Event**"), as detailed in the Race Event Chart below, as they occur during the Race (**Game play is for entertainment purposes only and will not be used in winner determination**);
- D. Take a photograph or screenshot of his or her Game Card, showing participation in game play (The photograph or screenshot does NOT need to depict a "winning" Game Card);
- E. Publish the Submission to Instagram or Twitter and include the hashtag "#DaytonaDay" (the "**Campaign Hashtag**"), along with the hashtag "#Sweepstakes" (the "**Entry Hashtag**" and collectively with the Campaign Hashtag, the "**Hashtags**") during the Sweepstakes Period, to receive one (1) entry into the Sweepstakes.

### Race Event Chart

1	Dale Jr. Takes the Lead	26	Commentator states: "Lucky Dog"
2	Black flag	27	Announcers point out field is "3-wide"
3	Red flag	28	Driver's significant other shown on pit box
4	Beer commercial	29	#18 Kyle Busch leads the race
5	National Anthem	30	Two-tire pit stop
6	Thunderbirds	31	Richard Petty on TV
7	Drivers, Start Your Engines	32	#88 Dale JR leads the race
8	Green flag	33	Celebrity/athlete shown
9	Caution	34	Denny Hamlin speeds on pit road
10	Checkered flag	35	The Big One occurs
11	Pit stop	36	DW calls Dale Jr. 'June Bug'
12	Commentator states: "On the High Side"	37	Lug-nut penalty
13	Commentator states: "Boogity, Boogity, Boogity"	38	Race goes into overtime
14	Water bottle handed to the driver	39	Landon Cassill leads a lap
15	Windshield tear-off pulled	40	Cars collide on pit road
16	Gas spilled	41	Jeff Gordon says 'look at this'
17	Car Grille cleaned	42	Bug hits in-car camera
18	Blimp	43	Car slides through Daytona logo
19	Tape pulled off the car grille	44	Someone takes out pit road commitment cone
20	Car runs out of gas	45	Animal/Bird on track
21	Spotter Stand	46	Caution for Debris
22	Spotter's voice/communication	47	Someone Says "See the Air"
23	Commentator states: "Crank It Up"	48	Any Reference to Dale Earnhardt Sr.
24	Four-Tire pit stop		
25	Lead Change		

Entrant may enter one (1) time per social media platform. In the event that more than one (1) Submission is uploaded to an Entrant's Instagram or Twitter account with the Hashtags, only the first eligible Submission on each platform will be considered an entry. Entry must be received by 11:59 pm ET on February 26, 2017. Entries generated by a script, macro or other automated means will be disqualified. Incomplete, unreadable, or unintelligible entries will be disqualified. **ELIGIBLE ENTRANTS MUST SUBMIT THEIR ENTRY IN ACCORDANCE WITH THESE OFFICIAL RULES. NO ALTERNATE FORM OF ENTRY WILL BE ACCEPTED.** Participation in the Sweepstakes constitutes Entrant's understanding of and full and unconditional agreement to and acceptance of these Official Rules. Sweepstakes Entities reserve the right to disqualify any Entrant that they determine to be in violation of any term contained in these Official Rules. **In the event the Race is delayed/postponed for any reason, Sweepstakes Entities reserve the right to move, change or extend deadlines or dates in their sole discretion. Such changes, if applicable, will be communicated on the Website, on the Sponsor's Instagram account: NASCARonFOX; and on the Sponsor's Twitter account: @NASCARonFOX.**

**4. WINNER SELECTION & NOTIFICATION:** On or about Monday, February 27, 2017, twenty five (25) potential prize Winners will be selected in a random drawing conducted by the Administrator from among all eligible entries received during the Sweepstakes Period. Potential winners will be notified in the form of a post comment or direct message from the Sponsor to/on the social media platform associated with the winning entry. Potential Winner will be required to respond (as directed) to the notification attempt and provide an email address and/or phone number as directed within seventy-two (72) hours of first attempted notification. Failure to respond within the stated time period may result in forfeiture of the prize. Potential Winners will be required to verify address and return within three (3) days an affidavit of eligibility and liability/publicity release (collectively, **"Prize Claim Documents"**) covering eligibility, liability, advertising, publicity and media appearance issues, unless prohibited by law. Failure of a potential Winner to return the executed Prize Claim Documents within the specified time period may result in forfeiture of the prize and selection of an alternate winner from the remaining eligible entries for that prize. Prizes will not be awarded until all such properly executed forms are returned. If a prize is awarded but goes unclaimed or is forfeited by recipient, such prize may not be re-awarded, in Sweepstakes Entities' sole discretion.

**5. PRIZES:** There are twenty five (25) prizes (each a **"Prize"** and collectively the **"Prizes"**) available. Each Prize consists of one (1) FOX Sports swag bag containing an assortment of FOX sports premium items. The Approximate Retail Value (**"ARV"**) of each Prize: Fifty Dollars (\$50.00).

Winners will be responsible for any and all federal, state and/or local taxes resulting from acceptance of the Prize. No cash or prize substitution is allowed except at the discretion of Sweepstakes Entities. If a prize cannot be awarded due to circumstances beyond the control of the Sweepstakes Entities, a substitute prize of equal or greater retail value may be awarded; provided, however, that if Prizes are awarded but unclaimed/forfeited by recipient, Prize may not be re-awarded, in Sweepstakes Entities' sole discretion. Other restrictions may apply.

**6. ODDS OF WINNING:** Odds of winning depend on the number of eligible entries received.

**7. CONDITIONS OF PARTICIPATION/RELEASES:** All federal, state and local laws and regulations apply. By participating, each Entrant agrees to be bound by these Official Sweepstakes Rules and the decisions of the Sweepstakes Entities, which shall be final in all respects. By participating in this Sweepstakes and/or by accepting any prize that they may win, each Entrant agrees to release and indemnify the Sweepstakes Entities, Fox Cable Network Services, LLC, Fox Entertainment Group, The News Corporation, Inc., NASCAR, Inc., Daytona International Speedway, LLC; each of their respective parent, subsidiaries, limited liability and affiliated companies, units and divisions and advertising and promotional agencies and prize suppliers; each of these entities', units', divisions', and third parties' respective officers, members, shareholders, directors, agents, representatives, successors, assigns and employees; and the respective successors and assigns of all of the foregoing entities, units, divisions, and individuals (collectively, the **"Released Parties"**) from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Challenge and/or acceptance, use, or misuse of any prize. Acceptance of a Prize authorizes the Sponsor and its designees to use his/her name, voice, likeness, biographical data, city and state of residence in programming or promotional material, throughout the universe in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. By entering the Sweepstakes, Entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event will Entrant's attorneys' fees be awarded or recoverable; and (3) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. The Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession, use or misuse of a prize, or from participation in the Sweepstakes; (v) the Entrant's claim that he or she has somehow been defamed or portrayed in a false light or (vi) any printing, typographical, human administrative or technological errors in any materials associated with the Sweepstakes. The Released Parties assume no responsibility for any damage to an Entrant's computer system, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sweepstakes Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Sweepstakes (or any portion of the Sweepstakes) should a virus, bug, computer problem, unauthorized intervention or other cause or problem corrupt or inhibit the administration, security or proper play of the Sweepstakes and, in such situation, to select the Winner from eligible non-suspect entries received prior to and/or after such action or in such manner as deemed fair and appropriate by the Sweepstakes Entities. Sweepstakes Entities may prohibit you from participating in the Sweepstakes or winning a Prize if, in their sole discretion, they determine you are attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other Entrants or the Released Parties representatives. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE ENTRY PAGES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE,

THE RELEASED PARTIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**8. GOVERNING LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR THE RELEASED PARTIES IN CONNECTION WITH THE SWEEPSTAKES OR IN CONNECTION WITH ANY SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE RULES SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE RULES SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN.

IN NO EVENT WILL THE RELEASED PARTIES, THEIR RESPECTIVE PARENT, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES, WEB MASTERS/SUPPLIERS, VENDORS, CONTRACTORS OR EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS, SUCCESSORS, ASSIGNS, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, **ALL PRIZES AND THE SWEEPSTAKES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE SWEEPSTAKES ENTITIES HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.** SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE RIGHT IS RESERVED TO SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

**9. ARBITRATION PROVISION:** By participating in this Sweepstakes, each Entrant agrees that any and all disputes the Entrant may have with, or claims Entrant may have against, the Released Parties relating to, arising out of or connected in any way with (i) the Sweepstakes, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the "Forum") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum. The arbitration shall be held at a location determined by the Forum pursuant to the Code of Procedure, or at such other location as may be mutually agreed upon by the Entrant and Sponsor. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Entrant may have entered into in connection with the Sweepstakes. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the Entrant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall not have the power to award special or punitive damages against the Entrant or Released Parties. For more information on the Forum and/or the Forum's Code of Procedure, please visit their website at [www.arb-forum.com](http://www.arb-forum.com). If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

**10. PRIVACY POLICY:** Any personal information supplied by you to Sponsor will be subject to Sponsor's privacy policy posted at <http://www.foxsports.com/privacy-policy>. By entering the Sweepstakes, you grant Sponsor permission to share your social media handle, email address and any other personally identifiable information with the other Sweepstakes Entities for the purpose of Sweepstakes administration and prize fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as described herein or in accordance with Sponsor's privacy policy.

**11. SPONSOR:** FS1, 10201 W. Pico Blvd., Los Angeles, CA 90035.

**12. ADMINISTRATOR:** Creative Zing Promotion Group, 189 South Orange Ave., Suite 1130A, Orlando, FL 32801.

**13. PRIZE WINNER LIST/OFFICIAL RULES:** For the names of the prize winners, or a copy of these Official Rules, mail a self-addressed, stamped envelope to: #DaytonaDay Bingo Sweepstakes Winner's List or Rules, 189 South Orange Ave., Suite 1130A, Orlando, FL 32801 (VT Residents may omit return postage) by March 17, 2017.

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**The Sweepstakes is in no way sponsored, endorsed or administered by Instagram or Twitter. Instagram and Twitter are completely released of all liability by each Entrant in this Sweepstakes.**