

Virginia International Raceway
SWEEPSTAKES OFFICIAL RULES
AUGUST 25, 2017

1) NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. BUYING WILL NOT HELP YOU WIN. YOUR CHANCES OF WINNING WITHOUT MAKING A PURCHASE ARE THE SAME AS THE CHANCES OF SOMEONE WHO PURCHASES SOMETHING. IT IS ILLEGAL TO GIVE ANY ADVANTAGE TO BUYERS IN A SWEEPSTAKES. CURRENT INTERNET ACCESS AND A CURRENT VALID EMAIL ACCOUNT ARE NECESSARY TO PARTICIPATE. WITH THE EXCEPTION OF RHODE ISLAND, THE SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE CONTINENTAL UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 18 YEARS OLD AT TIME OF ENTRY. VOID WHERE PROHIBITED.

2) SWEEPSTAKES DESCRIPTION AND PERIOD: Enter to win a Hot Lap at VIR (Virginia International Raceway) (the "Sweepstakes") on August 25, 2017, at Virginia International Raceway 1245 Pine Tree Road, Alton, VA 24520. Hot Laps begin at 2:00 PM on August 26th.

A hot lap or *Hot* lapping, or simply lapping, is a motorsport in which vehicles are driven around a race track without actually competing for a position or any other recording of performance. Multiple vehicles will typically be on the track, but no passing is allowed, nor any contact.

Sweepstakes period is August 25, 2017 beginning at 12:01 AM, EST, and ending on August 25, 2017 at 11:00 PM, EST (the "Sweepstakes"). *All entries submitted online must be received by August 25, 2017 not later than 11:00 AM EST ("Sweepstakes Deadline").* For a chance to win, comment with #MichelinVIR #Risicomp on the Michelin Facebook Sweepstakes post or the Michelin Twitter Sweepstakes post. Potential winners will be notified via Facebook Messenger or Twitter by noon on August 25, 2017, for riding the Hot Lap on August 26, 2017, at 2:00 PM. Potential winners must respond to the notification within 1 hour, or by 1:00 PM. Potential winners will also be required to sign a Release before riding the Hot Lap.

All prizes are subject to compliance with these Official Rules. By entering this Sweepstakes, each Entrant gives their express permission for Michelin North America to contact him/her by Facebook Messenger or Twitter for Sweepstakes purposes only to communicate the sweepstakes win.

3) SPONSOR: This Sweepstakes is presented by Michelin North America, Inc., One Parkway South, Greenville, South Carolina, 29615.

4) ELIGIBILITY: VOID OUTSIDE THE CONTINENTAL U.S., RHODE ISLAND AND WHERE PROHIBITED BY LAW. With the exception of Rhode Island, the Sweepstakes is open only to legal residents of the continental United States and the District of Columbia. To be eligible for the Sweepstakes, an individual must: (i) successfully enter the Sweepstakes, the process of entry being described below; (ii) be at least eighteen (18) years or older (or age of majority in their home state) on the date of entry submission; (iii) be a legal U.S. resident; and (iv) not be an employee (full-time or part-time), an immediate family member or a member of the household of an employee of Sponsor, its parent company, subsidiaries or affiliates, its franchisees and their subsidiaries and affiliates, or of any of their advertising and promotion agencies or any other business entity engaged in operating the Sweepstakes or selecting the Winners of the Sweepstakes. The term "immediate family" includes spouses, sibling, parents, children, grandparents, and grandchildren, whether as "in-laws", or by current or past marriage(s), remarriage(s),

adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related. Entries are limited to one (1) entry per person, household or email address. All entries not strictly meeting the criteria set forth in these Official Rules are disqualified. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and 2 Sponsor's decisions, which are final, binding and not disputable in all matters related to the Sweepstakes.

5) How to Enter: To enter the Hot Lap at VIR (Virginia International Raceway) on August 25, 2017, at Virginia International Raceway, comment with #MichelinVIR #Risicomp on the Michelin Facebook Sweepstakes post or the Michelin Twitter Sweepstakes post. Please note that Sweepstakes Entrants must provide required contact information and meet the eligibility requirements as outlined in these Official Rules and HAVE YOUR ENTRY RECEIVED BY THE SWEEPSTAKES DEADLINE (as defined above).

ALL ENTRIES MUST BE RECEIVED BY THE SWEEPSTAKES DEADLINE. Please note that only one entry per person and/or email address, regardless of the method of entry will be allowed. Multiple entries submitted by a single Entrant are void. The use of script, macro, automated entry or similar devices or any other devices that subvert the entry process to participate is prohibited and all entries through such devices are void. Entrants must fully complete and submit all non-optional information requested to be eligible. All entries and any other submitted materials become the property of Sponsor and none will be returned. Sponsor is not responsible for transactions or entries that are lost (for any reason including computer, telephone, human or other error or omission), incomplete, inaccurate, interrupted, stolen, deleted, delayed, garbled, mutilated, damaged, illegible, late or misdirected or that are processed, reported undeliverable or transmitted incorrectly; or for printing, typographical or other errors appearing within these Official Rules, in any Sweepstakes-related advertisements or other materials; or for other errors or problems of any kind whether mechanical, technical, human, telephonic, network, electronic wireless or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize, the inability to access any web site associated with this promotion or process any transaction thereon or for inaccurate transmissions or failure to receive entry information on account of technical problems, traffic congestions on the Internet or any combination thereof. Any such entries will be void.

If you participate by accessing the URL through a mobile device, based upon your cellular phone provider, standard data rates may apply. Please check with your cellular phone provider to determine if you will incur charges before participating in this Sweepstakes. To participate in the Sweepstakes you **do not** have to access the URL through a mobile device.

6) Prize/Odds/Taxes:

Prize Details: One VIR (Virginia International Raceway) Hot Lap on August 26, 2017. The Prize is valued up to \$50.00. *There are a total of 50 available Hot Lap spots, to be given away in the sweepstakes. The Hot Laps will start 2PM EST on August 26, 2017.*

A hot lap or *Hot* lapping, or simply lapping, is a motorsport in which vehicles are driven around a race track without actually competing for a position or any other recording of performance. Multiple vehicles will typically be on the track, but no passing is allowed, nor any contact.

Odds of Winning Prize(s): Actual odds of winning odds of winning depend upon the total number of eligible entries received.

Taxes: Sweepstakes Prize Winners will be solely responsible for any federal, state and local taxes, fees and/or surcharges taxes associated with the Prize.

Sponsor bears no responsibility if any event, element or detail of a Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of a Prize become unavailable, the Sponsor shall have no obligation to the Prize Winners.

General: Prizes are non-assignable and non-transferable. The Prizes have NO CASH VALUE and no cash alternative or prize substitutions will be allowed or awarded.

7) Winner Requirements: The Winner will be required to provide proof that he/she is in compliance with the requirements for winning the Prize, and is a legal resident of his/her state of residency, that he/she has reached the age of majority in his/her state of residency on the date of submission, and that he/she has proof of identity. Sponsor will be the sole arbiter as to the sufficiency of said proof. Except for residents of Tennessee and where prohibited by law, the Winner will be required to execute an affidavit of eligibility within the time specified by the Sponsor attesting that he/she has met the eligibility requirements. **Entry constitutes acceptance of these Official Rules. Failure to comply with any of the Official Rules or procedures set forth herein will result in forfeiture of prizes and an alternate Winner may be selected.**

8) Winner Selection/Notification: All eligible prize winners will be randomly drawn on August 25, 2017 promptly at 11:00 PM. The Prize Winners will be notified by Sponsor on August 25, 2017 via Twitter Private Message or Facebook messenger. The Prize Winners will need to respond to the notification via Instagram or Facebook messenger no later than 1:00 PM on August 26, 2017. If a potential winner fails to respond to the notification by 1:00 PM on August 26, 2017, another potential winner may be chosen.

The Sponsor's decisions are final and binding in all matters relating to this Sweepstakes.

Except for residents of Tennessee and where prohibited by law, the Prize Winners must sign and return to Sponsor an affidavit of eligibility within seven (7) days of the date of the notification. If a Winner is ineligible, fails to respond within the deadline, or if the prize or prize notification is returned as undeliverable, the prize will be forfeited and an Alternate Winner selected. Each Entrant agrees that Sponsor has the sole right, authority and discretion to determine the Winner of the Sweepstakes and to resolve all matters or disputes arising from the Sweepstakes and that Sponsor's determination is final and binding.

In the event of a dispute as to the identity of any online Entrant based on an email address, Entrant will be deemed to be the "authorized account holder" of the email address submitted at the time of entry provided he/she is eligible according to these Official Rules. "Authorized account holder" of the email address is defined as the natural person who is assigned to the email address by an Internet access provider, online service provider or other organization (e.g., a business, educational institution, etc.) which is responsible for assigning email addresses for the domain associated with the submitted email address. In the event a winning "Authorized account holder" is a joint account, a total of one (1) prize will be awarded in the names of the joint account holders. Proof (to Sponsor's satisfaction) of being the authorized account holder may be required by Sponsor. If a Winner is 18 or older, as required, but a minor under any state laws, Winner's parent or guardian must sign all required releases and consents. Sponsor reserves the right to modify prize award procedures.

9) Winner: To obtain all of the Winners' names, send a self-addressed, stamped envelope to the Sponsor at: *Michelin North America, Inc., One Parkway South, Greenville, S.C. 29615.*

10) Conditions of Entry:

a) Execution of Affidavit of Eligibility by the Winner: Except for residents of Tennessee and where prohibited by law, by entering, each Entrant agrees that, if selected as a Winner, he/she will sign an affidavit of eligibility, in the form presented by Sponsor. By entering, Entrants give their express permission to be contacted by Sponsor by mail, email and/or telephone relating strictly to the Sweepstakes.

b) Disqualification: Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who fails or refuses to comply with these Official Rules, who enters or attempts to enter the Sweepstakes, in any manner, or through any means, other than as described in these Official Rules, or who disrupts or attempts to disrupt the Sweepstakes or circumvents any of these Official Rules.

c) Taxes and Other Expenses: All liability for all federal, state, local and other taxes imposed on the prize and for any other expenses and costs described herein or not specifically described herein is the sole responsibility of the Winner. By entering, each Entrant agrees that, if selected as a Winner, he/she will provide Sponsor and/or Sponsor's representative with all information required for Sponsor to complete the appropriate tax forms and related documents (if any), including, without limitation, a W-9 form.

d) Compliance with Laws: All federal and state and local laws and regulations apply.

e) Termination: Sponsor reserves the right to terminate the Sweepstakes for any or no reason, at any time, prior to the entry deadline, or to modify, suspend or terminate the online portion of the Sweepstakes if infected with a computer virus or is otherwise technically impaired.

f) Applicable Law: All Entrants agree that the law of the state of South Carolina, the state of Sponsor's corporate office, shall apply exclusively to the Sweepstakes and that any dispute with respect to the Sweepstakes shall be resolved in either federal or state courts located in South Carolina.

11) Publicity: By entering the Sweepstakes, each Entrant has the option to grant permission to Sponsor and its agents, designees, and licensees, without further compensation, to the use of the Entrant's name, voice, photograph/likeness and any other information provided in Entrant's entry for advertising and promotional purposes, worldwide and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet), except where prohibited by law. Upon request and after selection of Winners, each Winner will be asked to provide Sponsor consent to such in writing. The Winners do not have to provide such consent and Sponsor will not and cannot disqualify a Winner if that Winner withholds the requested consent.

12) Governing Law/Jurisdiction: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, sponsor, and promotion entities in connection with the Sweepstakes shall be governed and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice of law or conflict of law, Official Rules or provisions that would cause the application of any other state's laws.

13) Indemnification and Limitation of Liability: BY PARTICIPATING, ENTRANTS AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW THE SPONSOR, ITS PARENT, AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND SWEEPSTAKES AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS (“RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE OR LOSS), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING IN WHOLE OR IN PART FROM THE USE OF THE ENTRY IN WHOLE OR IN PART, THE DELIVERY, ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY PRIZE RELATED ACTIVITIES, ACCESS TO ANY WEBSITES, AND/OR PARTICIPATION IN THIS SWEEPSTAKES OR ANY OTHER ELEMENT THEREOF. To the fullest extent permitted by law, Entrants and Winners covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind this release. A waiver by one or more of the Sweepstakes Entities of any term in these Official Rules does not constitute a waiver of any other provision. Any invalid, illegal or unenforceable provision shall be deemed severed from these Rules only to the extent of its invalidity, illegality or unenforceability, and these Rules shall be construed and enforced as if they did not contain the stricken provision.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS SWEEPSTAKES OR ANY ELEMENT THEREOF, PARTICIPATION IN ANY SWEEPSTAKES ACTIVITIES, PARTICIPATION IN PRIZE RELATED ACTIVITIES OR ANY ELEMENT THEREOF, THE USE/MISUSE OF A PRIZE, AND/OR DAMAGES ARISING OUT OF ANY ENTRANT'S ACCESS TO AND USE OF (OR FAILURE TO ACCESS OR USE) THE SWEEPSTAKES / REGISTRATION WEBSITES, OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM THE WEBSITE.

If, for any reason, this Sweepstakes or any element thereof is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, artifice, cheating or fraud, equipment, network or technical failures, or any other causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes or any element thereof and select the Winner(s) for the applicable prize/prize level from eligible, non-suspect entries received prior to the action, or as otherwise may be deemed fair and equitable by Sponsor. Sponsor is not responsible for user cheating or fraud by any Entrant. Any activities intended to disrupt or interfere with the proper play of the Sweepstakes or defraud Sponsor in any way will be prosecuted to the fullest extent of the law. Entrants who engage in any of the foregoing activities will be disqualified and will forfeit any prize won. Sweepstakes Entities shall not be liable to Winner or any other person or entity for failure to execute this Sweepstakes or any element thereof, or supply a prize or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, cyber-attacks, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or

material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

Sweepstakes Entities are not responsible for any typographical, human or other error in the printing of promotional and/or collateral advertising materials, administration of the Sweepstakes, processing of entries or in the announcement of a prize or in any other materials, communications, or information associated with this Sweepstakes or any element thereof. In the event that technological, programming, printing, erroneous communications, human or other error causes more than the stated number of Winners/prizes as indicated in these Official Rules, to be communicated, sent as notifications, distributed, announced, claimed or received for any prize, Sponsor reserves the right, at its sole discretion, to award only the stated prize pursuant to a random drawing among all eligible Entrants or as otherwise deemed fair and equitable by Sponsor.

THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF SOUTH CAROLINA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, except where prohibited by law, Entrant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, exclusively before a neutral **one person arbitration** panel located in Greenville, South Carolina having jurisdiction.

14) Privacy: All information collected by Sponsor in connection with the Entries will be subject to Sponsor's Privacy Policy which can be found on Sponsor's website at www.michelinman.com.

If you prefer to receive future giveaway mailings from us, please write to: *Michelin North America, Inc., One Parkway South, Greenville, South Carolina, 29615*

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. By entering this Sweepstakes you understand that you are providing your information to Sponsor and not to Facebook and you agree to release and hold harmless Facebook from any and all claims related to your entry in the Sweepstakes. The information you provide will only be used for verification of your eligibility to participate in the promotion and as otherwise provided for in these Official Rules. Please direct any questions or comments regarding this promotion to Michelin North America.

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