

**WEATHER GUARD SPEEDWAY MOTORSPORTS TICKET GIVEAWAY
OFFICIAL TERMS AND CONDITIONS**

VOID WHERE PROHIBITED OR RESTRICTED BY LAW

OFFER VALID ONLY WHILE GIFT SUPPLIES LAST.

The "Offer" is only open to: (i) legal residents of the forty-eight (48) contiguous United States and District of Columbia (the "Territory"), (ii) those who are at least eighteen (18) years of age or the age of majority in their state of residence, (iii) those who make a "Qualifying Purchase," as defined below, from a participating Tractor Supply Company ("TSC") store located in the Territory, and (iv) are Tractor Supply Company Neighbor's Club ("Club") Members at the time of the Qualifying Purchase and when the "Gift", defined below, is redeemed. If a participant is not a Club Member, he/she can become a Member at no cost by logging on to <https://www.tractorsupply.com/tsc/cms/neighborsclub>. The participant will need to become a Club Member prior to purchase. Anyone who satisfies these criteria is referred to herein as a "Participant."

This Offer is sponsored by Werner Co. ("Sponsor"). The Qualifying Purchase must be completed between June 8, 2023 through August 31, 2023, while Gift supplies last (the "Offer Period"), as set forth in the definition of Gift below. Limit of one (1) Gift redemption per Qualifying Purchase. Limit of one (1) Gift per Participant. Void in Alaska, Hawaii, and where prohibited or restricted by law.

During the Offer Period, a Participant who purchases one or more of the items set forth on Exhibit A (a "Qualifying Purchase") will receive a unique code via email (the "Code") to his/her email on file with the Club from TSC (the "Redemption Email") within approximately twenty-four (24) to seventy-two (72) hours from the time of the Qualifying Purchase. After receipt of the Redemption Email, the Participant must then logon to www.speedwaymotorsports.com/weatherguard ("Redemption Website") and use the Code to redeem for the Gift (a "Redemption"). Prior to entering the Code, the Participant must click on a "Raceway/Location." The Redemption Website will remain open until on or about 11:59:59 PM Eastern Time on September 15, 2023, while Gift supplies last.

The "Gift" is two (2) grandstand tickets to either a NASCAR® Xfinity Series™ or a NASCAR® Craftsman Truck Series™ race held at one of the following venues in 2023: Bristol Motor Speedway®, Charlotte Motor Speedway®, Las Vegas Motor Speedway®, Texas Motor Speedway®, Atlanta Motor Speedway®, Nashville Superspeedway®, New Hampshire Motor Speedway®, or Sonoma Raceway® (the "Race Tickets"). At the time of redemption, the Participant will be allowed to select his/her Race Tickets. **Race Tickets have limited availability and there is no guarantee whatsoever that Race Tickets for any race listed above will be available at the time of an individual Participant's redemption. Only Race Tickets will be provided, no lodging, travel or other expenses will be paid for by Sponsor.** All costs, federal, state and local taxes, fees, and expenses associated with any element of the Race Ticket are the sole responsibility of each Gift recipient.

The approximate retail value ("ARV") of the Race Tickets may vary but the highest ARV of any set of Race Tickets is One Hundred Dollars (\$100).

Purchases from any nonparticipating TSC stores, any other stores, or purchases of any items other than Qualifying Items are excluded from this Offer. Gift redemptions are not valid on any previous purchases.

Any personal information collected during an Participant's participation in this Offer will be collected by Sponsor, TSC or their agents and used by Sponsor TSC and their affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Offer as described in these Official Terms and Conditions and in accordance with Sponsor's Privacy Policy <http://www.speedwaymotorsports.com/privacy/> and TSC's Privacy Policy located at TSC's Privacy Policy located at https://www.tractorsupply.com/policies-information_customer-solutions_tsc-privacy-policy?cm_sp=footer-_-navigation-_-privacy+policy.

If a Participant submits a Gift redemption request via a mobile device, message and data rates may apply. The Participant should consult his/her wireless service provider regarding its pricing plans. Not all cellular phone providers carry the service necessary to participate. The Participant should check his/her mobile device's capabilities for specific web enabled browsing instructions. Offer requests generated by script, macro or other automated means and entries by any means which subvert the entry process are void.

RELEASE: By participating in the Offer, each Participant agrees to: (a) comply with and be bound by these Terms and Conditions and the decisions of Sponsor which are binding and final in all matters relating to this Offer; (b) release and hold harmless Sponsor, TSC, Speedway Motorsports, LLC, NASCAR, LLC and its employees, directors, parent, subsidiary, and affiliated companies, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Giveaway and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Participant's entry, creation of an entry or submission of an entry, participation in the Offer, acceptance or use or misuse of the Race Tickets (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to a Participants participation in the Offer and/or Participant's acceptance, use or misuse of the Race Tickets.

Further, the Released Parties are not responsible for any undelivered emails, including without limitation, emails that are not received because of a Participant's incorrect information in the Club database, privacy or spam filter settings that may divert any winner notification or other Offer related email to a spam or junk folder.

GENERAL CONDITIONS: Sponsor reserves the right to cancel, suspend and/or modify the Offer, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Offer, as determined by Sponsor in its sole discretion. In the

event that, due to technical, typographical, mechanical or other errors, there are more gift recipients than are stated in these Official Terms and Conditions, a random drawing among the claimants will be held to determine the gift recipients. Sponsor reserves the right in its sole discretion to disqualify any Participant it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Terms and Conditions or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway 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 Terms and Conditions shall not constitute a waiver of that provision.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS OFFER IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, THEREFORE SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

LIMITATIONS OF LIABILITY: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Participants, printing errors, typos, or by any of the equipment or programming associated with or utilized in the Offer; (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 Offer; (4) technical or human error which may occur in the administration of the Offer or the processing of the Gift redemption; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the participation in the Offer or receipt or use or misuse of Race Tickets.

DISPUTES: Each Participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Offer, other than those concerning the administration of the Offer, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Offer, shall be resolved exclusively by the United States District Court for the Northern District of Illinois or the appropriate Illinois State Court serving Itasca, Illinois; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Offer, but in no event attorneys' fees; and (iv) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the Participant and Sponsor in connection with the Offer, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law Terms and Conditions (whether of the State of Illinois

or Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

Participants agree that the statute of limitations for asserting any claims with respect to this Offer shall be no longer than a period of one (1) year from the time the cause of action accrued, or the cause of action shall be forever barred.

NOTE: Any third-party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third-party trademarks in the Offer are solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Offer.

Exhibit A

List of Qualifying Items

1683876 WEATHER GUARD MATTE BLK SDL 72IN PUSH

1176460 WEATHER GUARD MATTE BLK 60IN SADDLE

1683875 WEATHER GUARD BLK WIDE SADDLE 72IN PUSH

1683874 WEATHER GUARD BRITE WIDE SDL 72IN PUSH

1176465 WEATHER GUARD MATTE BLK CHEST 47IN PUSH