

TERMS & CONDITIONS

The following Website Terms and Conditions Agreement (the “Agreement”) governs your use of this website (the “Site”), and the various offerings on the Site, which include, without limitation, the various subscription, authentication and mobile products (collectively, the “Products”, and together with the Site, the “Services”) offered by Hendrick Motorsports, LLC (collectively, “we,” “our,” “us”).

Your use of the Services constitutes your acceptance of the Agreement. Your acceptance of the Agreement provides you with a limited and temporary license and permission to use the software and other resources of the Services, which license and permission we may revoke at any time, as described below. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program.

1. Ownership and Proprietary Rights

The Services are protected by copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary or intellectual property rights and laws. We own or license all copyright rights in the text, images, photographs, video, audio, graphics, user interface, and other content provided on the Services, and the selection, coordination, and arrangement of such content (whether by us or by you), to the full extent provided under the laws of the United States and other countries. Except as expressly provided in this Agreement, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing, creating derivative works from, reverse engineering, editing, licensing, renting, selling and/or transmitting any of the contents of the Services for any purposes, and nothing otherwise stated or implied in the Services confers on you any license or right to do so.

You may use the Services and the contents contained in the Services solely for your own individual non-commercial and informational purposes only. Any other use, including for any commercial purposes, is strictly prohibited without our express prior written consent. Systematic retrieval of data or other content from the Services, whether to create or compile, directly or indirectly, a collection, compilation, database or directory, is prohibited absent our express prior written consent. You may not use any meta tags or any other “hidden text” utilizing Hendrick Motorsports’ name or trademarks or those of our sponsors, licensors, co-branders or partners. In addition, deep linking, direct linking, framing, page-jacking, spoofing, hacking, data-mining and using a robot, spider, or automated device of any kind to monitor or copy any of the contents of the Services is strictly prohibited.

2. Modification of This Agreement

We reserve the right to amend any part of this Agreement and the Services at any time without notice, and without incurring any obligation unless prohibited by applicable law, by posting an updated version. You should periodically visit this page to review this Agreement for updates.

Your use of the Services after our posting of amendments to this Agreement will constitute your acceptance of this Agreement, as modified. If, at any time, you do not wish to accept this Agreement, you may not use the Services. We reserve any and all rights not expressly granted to you in this Agreement.

3. Access to the Services

In order to access the Services, you must have access to the World Wide Web, either directly or through devices that access Web-based content, and must pay any service fees associated with such access. Not all of the features available through the Services, including certain live streaming audio, video or access to high-quality video, will be available to you unless your computer or mobile device satisfies the minimum technical requirements that are presented when you first register for the Services. As we make changes to the Services, the minimum technical requirements for access to the Services may change. You are responsible for determining whether your computer or device satisfies the minimum technical requirements before you register to access the Services. Moreover, if we change the minimum technical requirements after you initially register to access the Services such that your computer or device no longer satisfies the requirements, your exclusive remedy will be to request termination of your access to the Services

4. Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS." WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SERVICES, INCLUDING ANY PART THEREOF, OR ANY WEB SITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SERVICES. WE DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL (i) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (ii) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (iii) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE SERVICE, OR ANY PART THEREOF, (iv) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE, (v) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA, AND (vi) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY US OR ANY THIRD PARTY. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, THAT THE INFORMATION PROVIDED THROUGH THE SERVICES WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION. ANY INFORMATION ON THE SERVICES IS SUBJECT

TO CHANGE WITHOUT NOTICE, AND WE DISCLAIM ALL RESPONSIBILITY FOR THESE CHANGES, INCLUDING, BUT NOT LIMITED TO, CHANGES TO PRICES, DISCOUNTS, AND HOURS OF OPERATION.

5. Limitation of Liability

IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE, INCLUDING ANY AGENTS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS, OR ANY WEB SITE LINKED TO OR FROM THIS SERVICE, BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION, TRADING LOSSES, AND DAMAGES THAT RESULT FROM INACCURACY OF THE INFORMATION OR INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE SERVICE) ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICE, YOUR ACCESS, USE OR INABILITY TO USE THE SERVICES OR ANY WEB SITE LINKED TO OR FROM THE SERVICE, ANY CONTENT CONTAINED THEREIN, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE EVEN IF WE OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WE RESERVE THE RIGHT TO ALTER THE CONTENT OF THE SERVICES IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF SUCH CHANGES.

THE LIMITATIONS IN THIS SECTION APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION ARISING UNDER THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS (\$100.00).

ANY THIRD PARTIES INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE, INCLUDING ANY AGENTS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS SHALL BE DEEMED THIRD PARTY BENEFICIARIES FOR PURPOSES OF THIS SECTION.

6. Indemnification

You shall indemnify, defend, and hold harmless us, and our subsidiaries, affiliates, directors, officers, agents, licensors, co-branders or other partners and employees, from and against any and all claims, proceedings, damages, injuries, losses, costs and expenses (including reasonable attorneys' fees) relating to your use of the Services that leads to any claim against us by a third party, regardless of the nature of the cause of action or claim.

7. Legal Disputes, Choice of Law and Forum

Any disputes or claims not subject to the arbitration provision below will be resolved pursuant to the laws of the State of North Carolina, without regard to its conflict of laws rules. By accessing or using the Services you expressly agree and irrevocably submit to personal jurisdiction and exclusive venue in the state and federal courts located in Mecklenburg County, North Carolina. In the event of a conflict between any of the provisions below and any other arbitration agreement between you and us, if any, the terms of such other arbitration agreement shall govern and prevail in each instance.

If any dispute arises between you and us related to this Agreement (including without limitation the interpretation and scope of this arbitration provision (except as provided below) and the ability to arbitrate a claim or dispute) or the Services, then **BOTH PARTIES SHALL FIRST USE GOOD FAITH AND REASONABLE EFFORTS TO RESOLVE THE DISPUTE THROUGH MANDATORY MEDIATION** using a certified mediator at our expense. If the parties cannot agree on the mediator, one will be selected by the American Arbitration Association. **IF ANY DISPUTE IS NOT RESOLVED THROUGH SUCH MEDIATION, THEN YOU OR WE MAY ELECT TO HAVE SUCH DISPUTE DECIDED BY MANDATORY, BINDING ARBITRATION INSTEAD OF THROUGH LITIGATION (I.E., NO BENCH OR JURY TRIAL).** You hereby **WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER** on any class claim you may have against us, including without limitation any right to class arbitration or consolidation of individual arbitrations. **MATERIAL RIGHTS, INCLUDING WITHOUT LIMITATION DISCOVERY AND APPEAL RIGHTS, ARE MATERIALLY MORE LIMITED IN ARBITRATION THAN IN TRIALS.**

Arbitrations hereunder will be governed by the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) and not by any state law concerning arbitration, including without limitation whether a claim is subject to arbitration. If Federal law provides that a claim or dispute is not subject to binding arbitration, then this arbitration provision will not apply to such claim or dispute. The rules of the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 will apply, which rules are available at www.adr.org. You and we shall use the services of the American Arbitration Association. If the chosen arbitration or organization's rules conflict with this Agreement then this Agreement shall control. The arbitrator must be an attorney or retired judge selected pursuant to the designated rules who shall apply governing substantive law in making an award. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award will be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0, or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall pay the filing fee and other

arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any court having jurisdiction may enter judgment on the arbitrator's award. Either you or we may seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. If any part of this arbitration provision, other than waivers of class action rights, is unenforceable for any reason, the remainder remains enforceable. If a waiver of class action rights is unenforceable for any reason in a case in which class action allegations have been made, then the remainder of this arbitration provision will be unenforceable. Notwithstanding any other provision of this arbitration provision, the validity and scope of the waiver of class action rights is to be decided by the court and not by the arbitrator.

8. Termination

We reserve the right, in our sole discretion, to terminate this Agreement and your access to all or part of the Services, with or without notice and with or without cause. Termination of your access to the Services means the revocation of the limited and temporary license and permission to use the software and other resources of the Services we are granting to you under this Agreement. The provisions of this Agreement will survive the termination of your access to the Services and of this Agreement. In addition, termination of this Agreement does not terminate any license you may have granted us regarding your use of the Services.

We reserve the right to involve and cooperate with law enforcement agencies, and to pursue a civil lawsuit or criminal prosecution for any and all alleged or actual illegal activities involving the Services.

9. Severability and Integration

In the event any part of this Agreement is found to be unenforceable, the remainder shall continue in full force and effect. This Agreement and our Privacy Policy represent the entire agreement governing your use of the Services.

10. Notices

At our option, we may give notices to users of the Services by posting a message on the Service, by electronic or conventional mail or by any other means by which users obtain actual knowledge thereof.