

Newmar Sweepstakes Official Rules (“Rules”)

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

THE FOLLOWING RULES ARE VOID WHERE PROHIBITED.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR AFFILIATED WITH INSTAGRAM OR FACEBOOK.

1. Eligibility: Newmar’s NASCAR Sweepstakes (the “Sweepstakes”) is open only to legal residents of the United States, not including Arizona and Rhode Island who are age 21 or older (“Participants”). Participants must be available to attend the Daytona 500 race on February 16, 2025. The sponsor of the Sweepstakes is Newmar Corporation, an Indiana corporation located at 1952 Cheyenne St., Nappanee, IN 46550 (the “Sponsor”). The following persons are not eligible for the Sweepstakes: (a) the Sponsor and its parents, subsidiaries, affiliates and advertising, promotion, or production agencies associated with the Sponsor and/or the Sweepstakes and each of their respective employees, managers, members, shareholders, officers, directors, advisors and representatives (each, a “Sponsor Party” and collectively, the “Sponsor Parties”); and (b) IRS dependents, immediate family members and individuals residing in the same household as any of the persons described in the foregoing clause (a). All applicable federal, state, and local laws apply to the Sweepstakes. The Sponsor reserves the right to disqualify Participants who tamper with or abuse any aspect of the Entry Form or website connected with the Sweepstakes, as determined by the Sponsor in its sole discretion.

2. Entry Period: July 6, 2024, at 9:00:01 a.m. Eastern Time through November 10, 2024, at 11:59:59 p.m. Eastern Time (the “Sweepstakes Period”).

3. How to Enter: During the Sweepstakes Period, entries will be collected via (1) online entry form (the “Entry Form”) provided via QR code in race-day programs at NASCAR races. The Sponsor will immediately disqualify and void all incomplete Entry Forms or Entry Forms that are submitted through the use of any macro, automatic, programmed, robotic, or like entry methods.

Participants may only submit one (1) Entry Form (the “Entry Limit”). Any attempt to exceed the Entry Limit by using multiple identities, email addresses, or by any other means, may result in disqualification.

The Sponsor’s database computer is the official timekeeping device for the Sweepstakes. An Entry Form will be deemed to be submitted by the Authorized Account Holder of the email account provided on the Entry Form. The “Authorized Account Holder” means the natural person to whom the email address is assigned by an internet service provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Documented proof that an Entry Form was successfully transmitted does not constitute receipt of the Entry Form by the Sponsor.

4. Selection of Winner: One (1) winner of the Sweepstakes (the “Winner”) will be selected in a random drawing which will occur on November 11, 2024. The Winner will be notified via email using the email address supplied by the Winner on its Entry Form (the “Initial Notification”). In

order for the Winner to be eligible for the Prize (as defined in Section 5, below), the Winner must, (a) within five (5) days of the Initial Notification, respond to the Initial Notification and (b) within ten (10) days of the Initial Notification, (i) sign an affidavit of eligibility, (ii) sign a liability release, (iii) complete an IRS Form W-9, and (iv) provide the Sponsor with proof of identification, age, eligibility, and acceptance of these Rules. If the Winner is deemed ineligible by Sponsor, fails to comply with these Rules, or declines the Prize for any reason, such Winner will be disqualified and an alternate winner may be selected. Once the Winner is qualified as eligible by the Sponsor (the "Eligible Winner"), the Sponsor will contact the Eligible Winner via phone or email using the contact information supplied by the Eligible Winner on the Entry Form to redeem the Prize (as defined in Section 5 below) (the "Formal Notification"). The Eligible Winner shall claim the Prize by contacting Sponsor via the same method that the Eligible Winner was notified on the date of Formal Notification or thereafter within seven (7) days of receiving the Formal Notification. Failure to redeem the Prize in accordance with the terms herein may result in the Eligible Winner being deemed ineligible for the Prize

5. Prize: One (1) Prize will be issued to the Eligible Winner. The Prize includes for the Eligible Winner: two (2) tickets to attend the Daytona 500 on February 16, 2025 and other accompaniments as available and determined in Sponsor's sole discretion, which may include but is not limited to, food vouchers, infield access, and parking. Any and all expenses not specified in these Rules, including, but not limited to, travel costs to and from the event detailed in the Prize as well as fees, costs, or expenses incurred by Sponsor in connection with any violation of the Rules by the Eligible Winner, are the sole responsibility of the Eligible Winner. Notwithstanding the foregoing, Sponsor may cover some or all of the Itinerary Change Fees as determined in the sole and absolute discretion of the Sponsor, and subject in all respects to the Eligible Winner and his/her Guest obtaining approval and making any such Itinerary Changes through the Sponsor. The total Approximate Retail Value of the Prize is up to \$4,000 ("ARV"). The Prize will be subject to availability and any other restrictions as determined in the sole discretion of the Sponsor. The Prize is not transferable and the Eligible Winner may not substitute the Prize for another promotion or prize that is offered by the Sponsor Parties. In addition, no other promotions or prizes offered by the Sponsor Parties may be used simultaneously with the Prize or combined with the Prize. The Eligible Winner is responsible for any and all federal, state, local, and foreign taxes associated with the Prize and will receive a Form 1099 from the Sponsor in connection therewith. In the event the Prize becomes unavailable for any reason, the Sponsor reserves the right to substitute the Prize for something of equal or greater value. Any difference between the advertised value of the Prize and the ARV will not be awarded to the Eligible Winner.

6. Odds: The odds of winning the Prize will depend on the number of eligible Participants.

7. Prize Conditions: The Sponsor may conduct and the Participant hereby agrees to submit to a background check as part of the Sponsor's determination of the Winner's eligibility and compliance with these Rules. Upon submission of an Entry Form, the Participant agrees to reasonably cooperate with and submit to any such background check. Failure to cooperate may result in disqualification and the selection of an alternate winner. If a background check reveals that the Winner has engaged in conduct that could damage the reputation or business of the Sponsor Parties, as determined by the Sponsor in its sole discretion, the Winner may be

disqualified and the Prize may be awarded to an alternate winner. The Eligible Winner must comply with the Sponsor's Rules including with respect to eligibility, entry, booking, and usage of the Prize. In addition, the Eligible Winner and his/her Guest must comply with Sponsor's Rules throughout the duration of the Prize event and any inappropriate behavior or any other non-compliance by the Eligible Winner and his/her Guest during the Prize event, as determined by the Sponsor in its sole discretion, may result in the immediate forfeiture of the Prize. The Eligible Winner hereby agrees to submit any social media content related to and/or mentioning the Sweepstakes to the Sponsor prior to posting for content approval. The Eligible Winner hereby agrees to provide rights for the Sponsor to leverage any content (i.e. photos, videos, drone footage, etc.) captured throughout the duration of the Prize event across all marketing channels, including paid social and advertising, in perpetuity.

8. Indemnification: Each Participant shall indemnify, defend, and hold harmless the Sponsor Parties from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, and the costs ("Losses") of enforcing any right to indemnification under these Rules and the costs of pursuing any insurance providers arising out of, resulting from or in connection with direct or third party claims alleging: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting in whole or in part, directly or indirectly, from a Participant's or the Guest's participation in the Sweepstakes, (b) a Participant's or Guest's breach of any obligation under the Rules or any other agreement between a Participant and a Sponsor Party; and/or (c) any action or inaction of a Participant or a Guest.

The indemnification rights herein are independent of and in addition to such rights and remedies as the Sponsor Parties may have at law or in equity including, without limitation, the right to seek specific performance, rescission or restitution, none of which rights or remedies shall be affected or diminished hereby.

9. Release: Each Participant fully and unconditionally releases and forever discharges the Sponsor Parties, Instagram, and Facebook (each a "Released Party" and collectively, the "Released Parties") from any and all Losses that may result from Participant's participation in the Sweepstakes including such Participant's Guest(s), including but not limited to: (a) the Prize, (b) the submission of illegible, lost, late, damaged, inaccurate, incomplete, misdirected, or stolen Entry Forms including Entry Forms that were not successfully transmitted due to technical malfunctions, failures, difficulties or other errors of any kind or nature, whether caused by Participant, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes; (c) Initial Notifications or Formal Notifications that are lost, intercepted or not received by Winner for any reason including technical malfunctions, failures, difficulties or other errors of any kind or nature; or (d) the Released Parties' failure to fulfill their obligations under these Rules due to causes beyond a Released Party's reasonable control or because of any: (i) act of God; (ii) accident to equipment or machinery, any fire, flood, hurricane, tornado, storm or other weather condition; (iii) war, act of war, act of public enemy, terrorist act, sabotage, riot, civil disorder, act or decree of any governmental body; (iv) failure of communications lines, transportation, light, electricity or power; (v) earthquake, civil disturbance, commotion, lockout, strike or other labor or industrial disturbance; (vi) illness, epidemic (including the events connected with the 2019 Novel Coronavirus (COVID-19)), quarantine, death; or (vii) other natural or artificial disaster. Notwithstanding the foregoing, if any aspect of the entry process

was, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other technical difficulties, Sponsor reserves the right, in its sole discretion to suspend, modify or terminate the Sweepstakes or disqualify any or all of the Participants.

10. Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL A SPONSOR PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE RULES, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT THE SPONSOR PARTY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL A SPONSOR PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE RULES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF (A) ACTUAL OUT-OF-POCKET COSTS (BUT EXCLUDING ATTORNEY'S FEES) INCURRED BY A PARTICIPANT, INCLUDING THE GUEST OF A PARTICIPANT AND (B) \$100.

11. Governing Law and Forum: These Rules shall be governed by and construed under the laws of the State of Indiana. The courts sitting in Elkhart County, Indiana shall have exclusive jurisdiction over all controversies that may arise out of or in connection with these Rules, and the Participant hereby waives any other venue to which they might be entitled by virtue of domicile or otherwise. Should the Participant initiate or bring a suit or action before any other courts, it is agreed that upon application any such suit or action shall be dismissed, without prejudice, and may be filed in accordance with this provision.

12. Severability: If any provision of these Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Rules and shall not affect the validity and enforceability of the remaining provisions. Headings and captions are used in these Rules solely for convenience of reference and shall not be deemed to affect in any manner the meaning or intent of these Rules or any provision thereof.

13. Waiver of Jury Trial and Class Action: THE PARTICIPANT AND THE SPONSOR ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY THAT MAY ARISE UNDER THESE RULES, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, THE PARTICIPANT AND THE SPONSOR IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE RULES. THE PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THESE RULES, SHALL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION. THE PARTICIPANT AND THE SPONSOR CERTIFY AND ACKNOWLEDGE THAT: (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY, OR OTHERWISE, THAT SUCH

OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY; AND (D) SUCH PARTY HAS BEEN INDUCED TO AGREE TO THESE RULES BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION.

14. Arbitration of Disputes: All disputes and controversies between the Participant and the Sponsor (each a “Party” and collectively the “Parties”), shall be settled by arbitration in accordance with expedited commercial rules of the American Arbitration Association (“AAA”). Arbitration proceedings conducted pursuant to this Section 13 shall be held in Middlebury, Indiana and each Party does hereby agree and submit to personal jurisdiction in Middlebury, Indiana in connection with any arbitration proceeding and waives any and all objection thereto. Arbitrations shall be conducted by one (1) arbitrator jointly selected by the Parties from a list of arbitrators maintained in the office of AAA in Middlebury, Indiana (the “Arbitrator”). If the Parties cannot agree on an Arbitrator, the Arbitrator shall be selected by the AAA. The Arbitrator must be a person experienced in commercial disputes involving Sweepstakes and must have served as an arbitrator in not less than three (3) prior commercial arbitrations conducted under the AAA rules. Any remedy that would be available from a court of law shall be available from the Arbitrator to the Parties pending arbitration subject in all respects to Section 10 of these Rules. The Arbitrator’s award shall be made in writing, but shall not make any findings of fact or conclusions of law. Judgment on any arbitration award may be entered by the Arbitrator or by any party in any court having jurisdiction thereof. No Party or Arbitrator may disclose the existence, content, or results of any arbitration or arbitration award without the prior written consent of both Parties except to the extent necessary to enter and enforce a judgment based upon such award. Unless otherwise required by applicable law, in the absence of manifest error, the award and decision of the Arbitrator shall be final and not subject to appeal. The provisions of this Section 13 shall survive termination or expiration of the Prize. The Parties are barred from bringing a class action claim in any arbitration proceeding.

15. Data Collection/Privacy: The Sponsor collects information from each Participant upon submission of an Entry Form. Submitting an Entry Form constitutes each Participant’s permission to Sponsor to collect and maintain the data. The information collected is subject to the Sponsor’s Privacy Policy located at <https://www.newmarcorp.com/privacy-policy/>.