

## MEDIA CONSENT AND RELEASE

**You agree to allow Nationwide Mutual Insurance Company, its subsidiaries, affiliates, and respective agents, employees and officers, and associated advertising and promotion agencies ("Nationwide") the right to use your name, likeness, image and contents in association with the Nationwide #MyDaleStory Promotion ("Promotion") and for any commercial, advertising and any promotional purposes at Nationwide's sole discretion, without any further notification, authorization or compensation from Nationwide.**

You acknowledge that any photo that contains any of the following may not be an eligible entry at the sole discretion of Nationwide:

- Presence of alcohol, drugs, tobacco;
- Obscenity or profanity;
- Brand names, trademarks, or any other intellectual property, including copyrighted works;
- Images or artwork not created by you;
- The image, likeness, or other identifying information of any person or group which has not given the express permission for the photo to be published in any media;
- Material that is unlawful, in violation of or contrary to the laws or regulations in any state where the photo is created;
- Disparaging or offensive comments about Dale Earnhardt Jr., Nationwide, or NASCAR
- Any other material deemed inappropriate in Nationwide's sole discretion, including but not limited to material that is indecent, hateful, tortuous, defamatory, slanderous or libelous;

All of the foregoing collectively referred to as "Photo/Video Entry Guidelines".

Nationwide is under no obligation to use any contents submitted and reserves the right to reject and/or remove your photo at any time if, in Nationwide's sole discretion, it deems the content inappropriate for the Promotion.

By submitting your photo and/or video, you acknowledge that you have read and agree to be bound by the Official Rules of the Promotion.

### OFFICIAL RULES –Nationwide #MyDaleStory Promotion

These are the Official Rules for the Nationwide #MyDaleStory promotion ("Promotion"). The Promotion is sponsored by Nationwide Mutual Insurance Company 1 Nationwide Plaza Columbus, Ohio 43215 ("Nationwide").

**NO PURCHASE OR INSURANCE QUOTE IS NECESSARY TO ENTER OR WIN. PURCHASING OR OBTAINING A QUOTE WILL NOT INCREASE THE ODDS OF WINNING.**

#### **ELIGIBILITY**

The Promotion is open to legal residents of the fifty United States and the District of Columbia, excluding New Hampshire and except where prohibited, who: (a) are 18 years of age or have reached the age of majority in their jurisdiction of residence at the time of entry, whichever is greater, and (b) are legally able to work in the United States. No purchase is necessary.

Employees and agents of Nationwide and the National Association for Stock Car Auto Racing Inc. (NASCAR) \\\, and each of their respective subsidiaries, affiliates, owners, shareholders, officers, directors, agents, representatives and employees, their advertising and promotion agencies, and any entity involved in the development, production, implementation, administration or fulfillment of the Promotion (all of the foregoing, excluding NASCAR,

collectively referred to as "Promotion Entities") and their immediate family members and/or those living in the same household of such persons, whether related or not, are not eligible to enter the Promotion.

#### **HOW TO ENTER**

The Promotion begins July 14, 2015 at 10:00 a.m. Eastern Standard Time ("EST") and ends August 7, 2015 at 12:00 p.m. EST (the "Promotion Period").

To enter, during the Promotion Period post a photo or video on Instagram, Twitter or Facebook sharing your Dale Earnhardt Jr. story, and include #MyDaleStory in the post. Entries must comply with the Photo/Video Entry Guidelines above. Private profiles and handles are ineligible. All entries in the Prize drawing have an equal chance of winning. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period.

Limit (1) entry in the Prize drawing, per person during the Promotion Period. Multiple entries will not be accepted. Anyone found to use multiple Twitter, Instagram and/or Facebook accounts to enter Promotion will be ineligible.

Entry constitutes consent to participate in Promotion and for Nationwide to obtain, use, and transfer the entrant's name, address, Twitter handle, Instagram and/or Facebook username, photograph, voice and/or other likeness and prize

information for advertising, trade and promotional purposes without compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Nationwide will not be responsible for lost, incomplete, illegible, late, misdirected, stolen, or mutilated entries; technical or mechanical malfunctions; errors in the Official Rules, in any related ads or materials; or processing error. Nationwide can void the entry of any entrant who it believes has attempted to tamper with or impair Promotion administration, security, fairness, or proper play.

### **DRAWING**

One (1) winner of the Prize will be selected in a random drawing on September 10, 2015, from all eligible Prize drawing entries received during the Promotion Period.

Winners will be notified via a Twitter, Facebook or Instagram direct or public message. If a Prize winner is not eligible to win, or if Nationwide is unable to contact the winner after a good faith effort, the prize will be forfeited and an alternate winner may be selected. Odds of winning depend on number of eligible entries received.

### **PRIZES**

One (1) Grand Prize (“Grand Prize”) winner will receive:

One VIP trip for two (2) to the Charlotte NASCAR race on October 10, 2015 at 7:00 PM EST. Prize includes:

- Round trip, coach-class air transportation for two (2) from a major airport near winner’s home, within the continental United States (determined by Nationwide in its sole discretion) to Charlotte NC. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Nationwide will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Nationwide’s airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the Official Rules, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Travel restrictions, conditions and limitations may apply. If in the judgment of Nationwide air travel is not required due to winner’s proximity to prize location, ground transportation will be substituted for round trip air travel at Nationwide’s sole discretion. Nationwide will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.
- One (1) room for Two (2) Nights at the Hilton Charlotte University Place for the nights of October 9<sup>th</sup> and October 10<sup>th</sup>
- One (1) \$250 VISA Gift Card
- Two (2) Race Hot Passes
- Meet and Greet with Dale. Time and location will be facilitated by Nationwide.

Estimated value of the prize is \$5,050.

Prize winners are responsible for any expenses incurred in connection with the prizes. No substitution or transfer of prizes is permitted, except that the Promotion Entities reserve the right to substitute a prize of equal or greater value, in the event that an offered prize is unavailable. All federal, state and local taxes on prizes are the sole responsibility of the winner. Prize details not set forth herein are the sole discretion of the Promotion Entities.

If requested, winners must execute and return an Affidavit of Eligibility, Liability Release and (where legal) Publicity Release within three days of notification. Failure to do so may result in disqualification, forfeiture, or award to alternate winner.

### **RELEASE**

By entering this Promotion you agree to release and hold harmless Nationwide, the NASCAR Entities, Instagram, Twitter, Facebook and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company’s shareholders, officers, directors, employees, members, assigns and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook or Twitter.

### **GENERAL RULES**

Promotion is governed by and subject to the laws of the United States and the state of Ohio.

All federal, state and local laws and regulations apply. Void where prohibited by law. Prize Winner may receive an IRS 1099 form for the value of their prizes. By participating in a Promotion and/or accepting any prize, entrants grant the Promotion Entities permission to use their name, likenesses, image, Twitter handle or username in connection with the Promotion for purposes of advertising, publicity and promotion purposes, without further compensation to the entrant, unless prohibited by law. Entrants agree to be bound by the Official Rules and the decisions of the judges, which are final and binding on all matters relating to the Promotion. The Promotion Entities are not responsible for any typographical or other errors in the printing of the offer, administration of the Promotion or the announcement of the prizes, or for lost, late, misdirected, damaged, incomplete or illegal entries.

The Promotion Entities reserve the right at their sole discretion to disqualify any entrant found to be (a) tampering or attempting to tamper with the entry process or (b) violating the Official Rules.

### **DISPUTES/GOVERNING LAW**

Except where prohibited, as a condition of participating in the Promotion, entrant agrees that any and all disputes that cannot be resolved between the parties, and all claims and causes of action arising out of or connected with the Promotion or any prize awarded, or the determination of winner shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and entrant further waives all rights to have damages multiplied or increased.

All issues and questions rights and obligations of entrant in connection with the Promotion shall be governed by, and construed in accordance with, the laws of Ohio, without giving effect to the conflict of laws rules thereof.

### **PRIVACY**

By entering the Contest, you agree to Nationwide's use of your personal information, as described in the Nationwide Privacy Policy, located at:

<http://www.nationwide.com/privacy-security.jsp>

**Your information will be shared for marketing purposes by Nationwide and Affiliated Companies.**

### **WINNER LIST**

For the name of the Prize Winners, please email [mktpromo@nationwide.com](mailto:mktpromo@nationwide.com). Requests received two (2) weeks after the Promotion Period will not be honored.

\* The NASCAR Entities have no liability or responsibility for any claim arising in connection with participation in this sweepstakes or any prize awarded. The NASCAR Entities have not offered or sponsored this sweepstakes in any way.