

# "ATOMIC HOT" WING EATING CONTEST

## Entry Form and Waiver Release

### Submit application by mail or fax to:

Charlotte Motor Speedway  
Marketing Dept - Wing Eating Contest  
5555 Concord Parkway S.  
Charlotte, NC 28027  
(704) 455-2547 Fax

\*\*\*\*\*Applications are due by October 5, 2011 at 11:59 pm. \*\*\*\*\*

The first 12 eligible persons to enter shall comprise the initial field of contestants; each of the original 12 shall be replaced as necessary by eligible substitutes in order of receipt of their completed entry form.

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID IN PUERTO RICO, RHODE ISLAND, HAWAII, ALASKA, ALL U.S. TERRITORIES AND POSSESSIONS AND ALL OVERSEAS MILITARY INSTALLATIONS, AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

### PLEASE PRINT CLEARLY

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

- By checking the box to the left, you declare, promise and represent that you are in good physical health and have no food allergies or other health condition that in light of your participation in this Wing-Eating contest would jeopardize your health and well-being.**
- By checking the box to the left, you indicate that your participation is completely voluntary.**

*I hereby release, indemnify and hold harmless Charlotte Motor Speedway, LLC, Speedway Motorsports, Inc., Speedway Children's Charities and each of their subsidiary and affiliate companies and each of their respective managers, officers, employees, agents and assigns from any and all liability, damage, claim of any nature whatsoever arising out of or in any way related to my participating in this "Atomic Hot" Wing Eating contest (the "Contest"). By participating in this activity, I accept the risks of participating in an eating contest with extremely spicy-hot food, and I assume the risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself. I assume all risks related to the activities. In case of an emergency, I do hereby authorize a representative of Charlotte Motor Speedway to consent to any medical treatment or care deemed advisable on my behalf.*

*I have read and agree to comply with the official rules of the Contest.*

*My signature below indicates that I have read, understand and freely signed this agreement. I expressly agree that this agreement shall be construed and enforced in accordance with North Carolina law, and I consent to the jurisdiction of North Carolina in the event of any dispute arising in connection with my participation in the Contest. I agree that this waiver and release is intended to be as broad and inclusive as permitted under North Carolina law so that if any portion hereof is held invalid, the balance shall continue in full legal force and effect.*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**"ATOMIC HOT" WING EATING CONTEST**

## Official Contest Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID IN PUERTO RICO, RHODE ISLAND, HAWAII, ALASKA, ALL U.S. TERRITORIES AND POSSESSIONS AND ALL OVERSEAS MILITARY INSTALLATIONS, AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

1. **Entry:** The “Atomic Hot” Wing Eating Contest (the “Contest”) sponsored by Charlotte Motor Speedway, LLC (the “Sponsor”) begins at 12:00 p.m. E.T. on September 27, 2011 and ends at 12:00 p.m. E.T. on October 16, 2011 (the “Contest Period”). During the Contest Period, enter by submitting your completed entry form as instructed on the related Entry Form. The decisions of the Sponsor are final with respect to whether or not an individual qualifies to participate in this Contest. Limit one entry per person. Once submitted, entries become the exclusive property of Sponsor and will not be returned. For a copy of these Official Rules print them from the website [www.charlottemotorspeedway.com](http://www.charlottemotorspeedway.com).

2. **Eligibility:** This Contest is only open to legal U.S. residents of the continental United States or Washington, D.C. (excluding Rhode Island, Alaska, Hawaii, U.S. Territories and Puerto Rico) who, as of the time of entry as well as the date of the prize award, are 18 years of age or older. The first 12 eligible entrants will comprise the field of contestants (the “Contestants”). Sponsor shall notify the Contestants of the time and location of the Contest. In addition, Sponsor shall replace with eligible substitutes any of the Contestants as necessary due to their absence or disqualification. Sponsor will keep a list of all entrants in the order received for the purpose of maintaining a field of 12 for the Contest. Charlotte Restaurant Ventures, LLC, Charlotte Motor Speedway, LLC, Speedway Motorsports, Inc., Speedway Children’s Charities and each of their respective affiliates, officers, employees, agencies, and prize suppliers, and any of their immediate family members and persons residing in the same household of such employees are not eligible to enter or win.

3. **Judging and Judging Criteria:** A panel of judges appointed by Sponsor will observe and officiate the contest and will determine the winner based on which Contestant eats the most “Atomic Hot” chicken wings in the allotted time of 5 minutes. All Contestants will begin with a plate containing an equal amount by weight or number of chicken wings. Contestants must wait for the starting signal to begin eating and may not touch any atomic wing prior to the starting signal. Contestants may eat either sitting or standing in their designated area using their hands. Contestants will be allowed to use and/or drink only the water provided during the competition. Contestants must complete eating one atomic wing before proceeding to the next atomic wing. Contestants must stop eating and must promptly place their hands down on the table or at their side at the ending signal. Contestants may not put additional atomic wings in their mouths after the ending signal, but will be allowed 15 seconds to swallow any atomic wings already in mouth. If a contestant throws up or regurgitates, he or she will automatically be disqualified. Judges will be on hand to assure adherence to contest rules, weigh the amount of atomic wings eaten, monitor the “no throwing up or regurgitating” rule, and to disqualify contestants who fail to adhere to the rules. Winners will be determined by counting the eaten atomic wings. In the event of a tie, after a brief interval, 1 minute and 30 second eat-offs will take place until a winner is selected.

Grounds for disqualification include:

- False or incomplete entry form or liability waiver.
- Any health risks that could jeopardize the contestant’s health or wellbeing.
- Under the influence of any substance.
- Appearance (including, without limitation, attire and logos on clothing) that is deemed inappropriate or unattractive.
- Failure to register at the Information booth/registration table by the assigned time provided in advance to Contestants or failure to stay in designated waiting area after registration.
- Starting prior to the start signal.
- Continuing to eat after the ending signal.
- Failure to completely eat an atomic wing before beginning to eat another atomic wing.
- Throwing up or regurgitating.
- Any lewd, offensive, profane, obscene, illegal or inappropriate language or conduct.
- Any unsafe behavior.
- Any disparagement of any product, person or group or any racist innuendo as determined by Sponsor in Sponsor’s sole discretion.

4. **Prizes:** Contestant who eats the most atomic wings by weight or number as designated prior to the beginning of the Contest within the allotted time of 5 minutes will receive the Grand Prize of a \$500 gift card to Quaker Steak & Lube. All qualified participating contestants and alternates will receive either a t-shirt, a hat, or both. Except where prohibited by law, potential winner will be required to complete, sign and return an Affidavit of Eligibility/Ownership/Copyright License and Liability Release and Publicity Release (the "Affidavit") upon being designated as winner of the Contest. In the event of noncompliance with these requirements, the prize will be forfeited and an alternate winner may be selected. By entering this Contest, Contestant releases Charlotte Restaurant Ventures, LLC, Speedway Motorsports, Inc., Speedway Children's Charities and their respective affiliate and subsidiary companies and each of their shareholders, officers, employees, agents, and consultants, from any and all liability for any accident, loss, tax liability, damage of any kind, injury or death arising from Contestant's participation in this Contest, or resulting from acceptance, possession, use/misuse of any prize, or while traveling to and/or from a location to obtain or use a prize. No prize substitutions or cash equivalent of prize is permitted except at Sponsor's sole discretion, and then only for a prize of equal or greater value. Prize is non-transferable.

5. **Entrant Representations and Warranties.** By entering this Contest, Contestant represents and warrants that (a) he/she consents to Sponsors' use of his/her entry in this Contest in the manner set forth in these Official Rules; (b) he/she is in good physical health and has no food allergies or other health conditions that in light of his/her participation in this Contest will jeopardize his/her physical health and well-being.; and (c) Contestant will indemnify and hold Sponsor harmless for any breach of these representations or warranties and of these Official Rules.

6. **General:** By entering, each Contestant agrees: (a) to be bound by these Official Rules and the decisions of the judges, which are final and binding in all respects; and (b) that his/her participation cannot be used by Contestant (or others) for any commercial purpose other than to enter this Contest. Except where prohibited by law, acceptance of the prize constitutes and signifies winner's consent that Sponsor and/or its agents may post, use and publish winner's name, address (city and state only), prize information, and/or likeness for promotional purposes in any media now existing or hereinafter devised, without additional compensation. Subject to all federal, state and local laws and regulations. Sponsor reserves the right to: (i) disqualify from this or any Contest it sponsors, now or in the future, any person it finds, in its sole discretion, has intentionally violated these Official Rules, tampered with the entry process, or any other aspect of this Contest; and (ii) cancel or suspend the Contest in its entirety should tampering, unauthorized intervention, fraud, or other causes beyond Sponsor's control corrupt the administration, security, fairness, integrity, or proper play of the Contest. Neither Sponsor nor any of its employees, representatives or agencies, is responsible for: (A) lost, late, damaged, delayed, destroyed, misdirected, or incomplete entries; or (B) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alternation of, entries. This Contest will be governed by and interpreted under the laws of the State of North Carolina, without application of any conflicts or choice of law rules. Disputes between a winner and Sponsor related to this Contest shall be subject to the jurisdiction of the state and federal courts located in Mecklenburg County, North Carolina.

7. **Copyright License.** Contestant agrees to sign, upon Sponsor's request, any licenses, releases or other documents related to Contestant's participation in the Contest or that Sponsor may otherwise reasonably require in order to effectuate the purposes and intents of these Official Rules.

8. **WARNING.** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' AND EXPERTS' FEES) FROM ANY SUCH ENTRANT OR OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.

9. **Winners' List.** For winner's name, send a self-addressed, stamped envelope by December 31, 2011, to Winners' List, Charlotte Motor Speedway, Marketing Dept – Wing Eating Contest, 5555 Concord Parkway S., Charlotte, NC, 28027.