

## Shift Your Taste Buds Contest - OFFICIAL RULES

NO PURCHASE OR ONLINE ACCESS NECESSARY TO ENTER OR WIN.

**ELIGIBILITY:** The Contest is open to legal residents of Ohio, Pennsylvania, Indiana and Michigan. Void where prohibited by law. Employees, temporary employees, independent contractors and interns of Toft Dairy, Summit Motorsports Park, their respective subsidiaries, parents, partners, other contest sponsors, advertising and promotional agencies (hereinafter "Contest Providers") and the immediate family members of each, are not eligible to win prizes.

**HOW TO ENTER:** You may enter four (4) ways: (1) Online: Follow all instructions listed at <http://www.SummitMotorsportsPark.com> and <http://www.toftdairy.com> observing all posted deadlines (see DEADLINES below), (2) Summit Motorsports Park in Norwalk, Ohio: Follow all instructions posted at the various entry boxes located throughout the park during events, (3) by Mail: Follow all instructions listed in the Toft's Shift Your Taste Buds to High Gear Sunday, April 27, 2008 free-standing insert published by NewsAmerica Marketing and distributed in select Sunday newspapers, (4) by Mail: by mailing your name, age, address, and daytime phone to 120 10th Street, Toledo, Ohio 43604. Indicate "Shift Your Taste Buds" on the outside of the envelope. All mail entries must be postmarked by the posted deadlines. (see Deadlines below). No mechanically reproduced mail-in entries will be accepted. Enter as many times as you like.

**DEADLINES:** The contest begins at 12 AM on April 27, 2008 and ends at 11:59 PM on June 27th, 2008.

Mail-in entries must be postmarked by the stated deadline. No submissions will be accepted after the deadline for any reason. The sole determinant of time for the purposes of the on-line Contest will be the Summit Motorsports Park and Toft Dairy server machine(s) located in the Eastern Standard Time (EST) zone. Contestants entering close to the posted deadline do so with this information in mind.

No responsibility is assumed by Toft's or Summit Motorsports Park, their respective subsidiaries, parents, partners, or other contest sponsors for lost, late, misdirected, or illegible entries or for any computer, online, telephone or technical malfunctions that may occur. Entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All entries become the property of Contest Providers and will not be returned to the Contestant. All e-mail entries must be submitted from a valid e-mail account that may be identified with a natural person by appropriate independent means, including, without limitation, reverse domain name search. Potential winner may be requested to provide Contest Providers with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry.

**PRIZES:** The following prize(s) will be awarded: GRAND PRIZE. 1 winner. Eight (8) Gate Admission/Reserved Seats to the NIGHT UNDER FIRE, August 2, 2008. VIP Parking. Eight (8) Food vouchers plus eight (8) ice cream vouchers. 1 Summit Motorsports Park Hat. 1 Summit Motorsports Park T-shirt. Winner named Honorary Starter, plus other on-track activities. One (1) visit from Summit Motorsports Park Mascot during the race.

**ODDS OF WINNING:** Odds of winning depend on the number of eligible entries received.

Total: \$525. SECOND PLACE PRIZES. Five (5) winners. Each second place winner will receive: One (1) \$50.00 gift certificate to the Quarter-Mile Clothing Company (merchandise store) at

Summit Motorsports Park. Four (4) - Coupons for any Toft's half gallon cartons (\$5.89 max value/each) good at any participating retailer. Two (2) - Toft's T-shirts two (2) - Toft's caps. Total: \$415. RUNNER-UP PRIZES. Five (5) winners. Each runner-up winner will receive: One (1) Summit Motorsports Park T-Shirt. Four (4) - Coupons for any Toft's half gallon cartons (\$5.89 max value/each) good at any participating retailer. One (1) Toft's T-Shirt. One (1) Toft's Cap. Total: \$255.

Prizes are non-transferable and may not be redeemed for cash; substitutions may not be requested. By participating in contest and accepting a prize, participants and winner will be deemed to agree to these Rules. Travel is not included unless specifically stated. Winner is responsible for all applicable federal, state, and local income and any other taxes, fees and surcharges. An IRS Form 1099 will be issued for all prizes with a retail value in excess of \$600. Contest Providers reserve the right to substitute a prize of equal or greater value.

**WINNER SELECTION:** Winner selection shall take place on or about July 2, 2008 at 120 10th Street, Toledo, OH 43604. The winners will be selected by a random drawing from all qualified entries postmarked by the deadline. Winner selection will be made by Contest Providers, whose decision shall be final. Winners will be notified by e-mail, phone, U.S. mail and/or overnight courier on or near date specified. If a winner is unreachable after two (2) business days, an alternate winner will be selected by a random drawing from the remaining qualified entries. In order to be named a winner, potential winners may be required to execute and return an Affidavit of Eligibility/Prize Acceptance Form/Release of liability upon accepting a prize. Noncompliance will result in disqualification and an alternate winner will be selected.

**USE OF CONTEST INFORMATION:** Notwithstanding any contrary provision in any of Contest Providers' respective privacy policies, Contestants grant to Contest Providers, and Contest Providers reserve, the right to use any and all information related to the Contest, including information provided by Contestants in connection with the Contest, for marketing purposes or any other purpose, unless prohibited by law. Contestants may be required to sign a release, which grants to Contest Providers the right to use and publish their proper name and state of residence online or in any other media in connection with the Contest. By accepting a prize, winner(s) may be required to sign a release that grants permission to Contest Providers to use his or her name, photograph, likeness, voice, prize information and/or biographical information for publicity and promotional purposes without future compensation unless prohibited by law. By entering, participants release and hold harmless Contest Providers, their respective parents, subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability for any injuries, loss or damages of any kind arising from or in connection with the Contest or any prize won. Restrictions, conditions and limitations apply.

**CONDUCT:** By entering the Contest, you agree to be bound by these Official Rules. The Official Rules will be posted at <http://www.toftdairy.com> throughout the Contest. Contestants further agree to be bound by the decisions of the Contest Providers, which shall be final and binding in all respects. Contest Providers reserve the right at their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Web site; or to be acting in violation of the Official Rules.

You agree that in your participation in the Contest you will not use obscene, libelous or slanderous language, or language that infringes upon a third party's trademark, trade name or other intellectual property right or right of privacy. You agree to indemnify and hold harmless Toft Dairy, Summit Motorsports Park, their respective subsidiaries, parents, partners, or other contest sponsors, officers, consultants, agents, and employees against and from all claims, damages liabilities, costs and expenses asserted by third parties alleging that the Contest includes obscenity, libel, slander, or infringes upon the third party's intellectual property or privacy rights, as a direct result

of your actions in connection with the Contest. You further agree to not knowingly damage or cause interruption of the Contest or to prevent others' participation in the Contest.

**CAUTION:** ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE SUMMIT Motorsports PARK OR TOFT DAIRY SITES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, CONTEST PROVIDERS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH CONTESTANT TO THE FULLEST EXTENT PERMITTED BY LAW.

**LIMITATIONS OF LIABILITY:** Winners assume liability for losses or injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize. Contest Providers are not responsible: (i) for any lost, late, illegible, incomplete, postage-due, misdirected or mutilated mail; or (ii) for any incorrect or inaccurate information, in the Contest or by any technical or human error that may occur in the processing of submissions in the Contest. Contest Providers assume no responsibility for an error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of authorized access to, or alteration of, entries. Contest Providers are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet or at any Web site or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in the Contest. If the Contest is not capable of running as planned for any reason, including legal restrictions, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Contest Providers that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Contest Providers reserve the right to cancel, terminate, modify or suspend the Contest.

**RULES / WINNERS LIST:** Official Rules and the name of the winner may be obtained by sending a self-addressed, stamped #10 envelope to: 120 10th Street, Toledo, Ohio 43604. Indicate "Shift Your Taste Buds" on the outside of the envelope. Limit one (1) request per envelope. The request must include the name of the contest. Winners List will be available 5 days after the winners are confirmed. Questions regarding this contest may be addressed to: 120 10th Street, Toledo, Ohio 43604. Indicate "Shift Your Taste Buds" on the outside of the envelope.

**INTELLECTUAL PROPERTY:** The Contest and all of the related pages, contents and code are copyright Toft Dairy, Summit Motorsports Park and/or their sponsors. The names, logos, and icons identifying the products and services of Contest Providers are proprietary marks of Toft Dairy and Summit Motorsports Park. Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of its owner is strictly prohibited.

**GENERAL CONDITIONS:** This Contest is subject to all federal, state, and local laws and regulations and is void where prohibited by law.