

2021 Smoky Mountain Adventures Sweepstakes

Official Rules

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER FOR A CHANCE WIN.
A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.**

The 2021 Smoky Mountain Adventure Sweepstakes (the "Sweepstakes") starts on December 1, 2020 at 8:00am Eastern Time ("EST") and ends on January 12, 2021 at 11:59pm EST ("Sweepstakes Period"). Administrator's computer is the official time-keeping device for this Promotion.

ELIGIBILITY: Sweepstakes is open to legal residents of the United States and the District of Columbia who are 25 years of age or older as of date of entry. Employees of Kyle Busch Group, LLC (the "Sponsor"), Visit Sevierville (VS) ("Prize Provider"), Cross Over Marketing, LLC ("Administrator"), their respective subsidiaries, distributors, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Sweepstakes is subject to all applicable federal, state and local laws. Participation constitutes an entrant's full and unconditional agreement to these Official Rules and Sponsor, Prize Provider, and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER: During the Sweepstakes Period, there is one (1) way to enter:

Website: visit the landing page at www.visitsevierville.com/2021Adventure.aspx the "Website" and follow the directions provided to complete and submit the registration form to receive one (1) entry (each, an "Entry"). Entries must be received by January 12, 2021 at 11:59pm PST in order to be eligible. Entries generated by script, macro or other automated means and Entries by any means which subvert the entry process are void.

Limit one (1) Entry per person per day for the duration of the Sweepstakes Period, regardless of method of entry. You may only use one (1) email address to enter the Sweepstakes. Multiple Entries received from any person or email address in excess of the daily limitation stated above will be void. All Entries become the sole property of the Sponsors and will not be returned. In the event of a dispute as to any

registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

Information collected in this Sweepstakes will be administered by Sponsors in accordance with the Privacy Policy, located at <https://crossovermkt.com/privacypolicy/>

RANDOM DRAWING: One (1) potential Grand Prize winner will be selected in a random drawing on or about January 15, 2021 from among all eligible entries received throughout the Sweepstakes Period. Odds of winning depend on the number of eligible entries received throughout the Sweepstakes Period. Random drawing will be conducted by Administrator. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT’S ELIGIBILITY, AND THE POTENTIAL SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. Any play that occurs after the system has failed for any reason is deemed a defective play, is void and will not be honored.

WINNER NOTIFICATION: Sponsor or Administrator decisions are final and binding on all matters relating to this Sweepstakes. Potential winner will be notified by mail, phone, and/or e-mail. Potential Grand Prize winner will be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within five (5) days of date of issuance. If such documents are not returned within the specified time period, prize notification is returned as undeliverable, Sponsor or Administrator are unable to contact a potential winner or a potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor or Administrators’ sole discretion, an alternate winner may be selected for the applicable prize. The Grand Prize Winner will be issued form 1099 for tax purposes and must submit his/her social security number. In the event that a potential winner of a prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible Sweepstakes entries received. There will be three (3) alternate drawings after which the prize will remain unawarded.

GRAND PRIZE (1): Prize package includes the following items (an approximate retail value of \$2,000):

- \$500 Gift Certificate for a stay at The Ridge Outdoor Resort (winner's choice of campsite, tiny home, or glamping tent)
- \$100 Gift certificate to forge your own knife at Uncle Hank's Knives
- A zipline tour for four and admission for four to Foxfire Mountain Adventure Park
- A guided waterfall hike for four with A Walk in the Woods
- A guided ATV trail ride for four adults with Bluff Mountain Adventures
- A whitewater rafting trip for four with Smoky Mountain Outdoors
- \$100 Gift card to Food City
- \$50 gas card from Kenjo Markets
- \$50 Gift card to Tanger Outlets Sevierville
- Zoom Call with Kyle Busch
- Passes to 2021 NASCAR race (closest to winner)
- Rowdy Energy swag and product
- Autographed Kyle Busch gear

Any difference between stated value and actual value will not be awarded. Trip must be taken within twelve (12) months from date of prize acceptance or prize will be forfeited and Sponsor and Prize Providers will have no further obligation to such winner. Sponsors reserve rights to change dates. Winner and guest(s) must travel together on the same itinerary. Adult guest must be of legal age of majority in his/her jurisdiction of residence (and at least 25) and must sign a liability/publicity release prior to issuance of travel documents. Minor guest(s) must be a child or legal ward of winner or guest and winner or guest must sign and return release on behalf of such child or legal ward. All expenses and incidental travel costs not expressly stated in the package description above, 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.

PRIZE CONDITIONS: Exact accommodations to be determined by Sponsor or Prize Provider, in their sole discretion. All award certificates/reservations must be surrendered at time of redemption. Award certificate/reservations are subject to certain terms and conditions specified by Sponsors. Award certificates/reservations expire on date specified on each respective document. Award certificates/reservations may not be used online or in conjunction with any other offer or discount. Valid only in the U.S.A. and are void where prohibited. All federal, state and local taxes and all other costs

associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the winner. Prize awarded "as is" with no warranty or guarantee, either express or implied by Sponsors. Winner may not substitute any prize. No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor or Prize Provider's sole discretion. Sponsor and/or Prize Provider reserve the right, at their sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. All prize details are at Sponsor and Prize Providers sole discretion.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and Prize Provider, which shall be final and binding in all respects relating to this Sweepstakes; (b) to release, discharge and hold harmless Sponsor, Visit Sevierville, Cross Over Marketing, LLC., and their respective parents, affiliates, subsidiaries, distributors, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Sweepstakes or any Sweepstakes-related activity or the acceptance, possession, use or misuse of the prize (including any travel/activity related thereto); and (c) to the use of his/her name, voice, performance, photograph, caption, entry, and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsors and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Sweepstakes without the prior consent of the Sponsors, which they may withhold in their sole discretion.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in

connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Entries, the announcement of the prize, or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsors, will be disqualified and all associated entries will be void. Should any portion of the Sweepstakes be, in Sponsors sole opinion, compromised for any reason, including virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsors, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsors reserve the right at their sole discretion to suspend, modify or terminate the Sweepstakes (or portion thereof) and, if terminated, at their discretion, select the potential winner from among all non-suspect, eligible Entries received prior to action taken.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. The Released Parties' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of any conflict with any promotional details contained in these Official Rules and the promotion details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, or any other promotional media), the details of the promotion as set forth in these Official Rules shall prevail.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Sweepstakes, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances

will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor, Prize Provider, and/or Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Pennsylvania, USA.

REQUEST FOR WINNER'S NAME: For the name of the winner (available after January 25, 2021) send an email by January 13, 2021, to: info@crossovermkt.com

SPONSOR:

Rowdy Energy 138 Cayuga Dr., Suite C Mooresville, NC 28117

PRIVACY POLICY

Effective date: February 1, 2019

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions.

Definitions

Service

Service means the websites used for the sweepstakes.

Personal Data

Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

Usage Data

Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Cookies

Cookies are small pieces of data stored on your device (computer or mobile device).

Data Controller

Data Controller means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal information are, or are to be, processed.

For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data.

Data Processors (or Service Providers)

Data Processor (or Service Provider) means any natural or legal person who processes the data on behalf of the Data Controller.

We may use the services of various Service Providers in order to process your data more effectively.

Data Subject (or User)

Data Subject is any living individual who is using our Service and is the subject of Personal Data.

Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected

Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Address
- Date of Birth
- Age
- Phone number
- Cookies and Usage Data

Usage Data

We may also collect information that your browser sends whenever you visit our Service or when you access the Service by or through a mobile device ("Usage Data").

This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When you access the Service by or through a mobile device, this Usage Data may include information such as the type of mobile device you use, your mobile device unique ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browser you use, unique device identifiers and other diagnostic data.

Tracking Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information.

Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- Session Cookies. We use Session Cookies to operate our Service.
- Preference Cookies. We use Preference Cookies to remember your preferences and various settings.
- Security Cookies. We use Security Cookies for security purposes.

Use of Data

The collected data can be used for various purposes:

- To provide and maintain our Service
- To notify you about changes to our Service

- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve our Service
- To monitor the usage of our Service
- To detect, prevent and address technical issues

Legal Basis for Processing Personal Data Under General Data Protection Regulation (GDPR)

If you are from the European Economic Area (EEA), Cross over Marketing, LLC legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Data we collect and the specific context in which we collect it.

Cross Over Marketing, LLC. may process your Personal Data because:

- We need to perform a contract with you
- You have given us permission to do so
- The processing is in our legitimate interests and it's not overridden by your rights
- To comply with the law

Retention of Data

Cross Over Marketing, LLC. will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies. Cross Over Marketing, LLC. will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

Transfer of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Cross Over Marketing, LLC will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Disclosure of Data

Disclosure for Law Enforcement

Under certain circumstances, Cross Over Marketing, LLC may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Legal Requirements

Cross Over Marketing, LLC. may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of Cross Over Marketing, LLC.
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

Security of Data

The security of your data is important to us but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

"Do Not Track" Signals

We do not support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

Your Data Protection Rights Under General Data Protection Regulation (GDPR)

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. Cross Over Marketing, LLC. aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please contact us.

In certain circumstances, you have the following data protection rights:

The right to access, update or to delete the information we have on you.

Whenever made possible, you can access, update or request deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you.

The right of rectification.

You have the right to have your information rectified if that information is inaccurate or incomplete.

The right to object.

You have the right to object to our processing of your Personal Data.

The right of restriction.

You have the right to request that we restrict the processing of your personal information.

The right to data portability.

You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.

The right to withdraw consent.

You also have the right to withdraw your consent at any time where Retail Sports Marketing Inc. relied on your consent to process your personal information.

Please note that we may ask you to verify your identity before responding to such requests.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <http://www.google.com/intl/en/policies/privacy/>

Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Children's Privacy

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Children has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, please contact us:

- By email: info@crossovermkt.com