

CAPTAIN MORGAN Name that Drink Promotion

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. THIS SWEEPSTAKES IS ONLY OPEN TO ALL PERSONS WHO ARE 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID WHEREVER ELSE PROHIBITED OR RESTRICTED BY LAW.

1. **To Enter:** This sweepstakes begins on October 1, 2009 and ends on October 15, 2009.

To enter, complete this official sweepstakes form with all information requested. One entry per day. Sponsor assumes no responsibility for lost, late, damaged, misdirected, illegible, incomplete, incorrect or postage-due mail, entries or other sweepstakes materials, all of which are void. Facsimiles or mechanical reproductions will not be accepted. All entries become the property of the sponsor and will not be returned.

2. **Prizes:** Grand Prize: Two (2) Tickets to the NASCAR Sprint Cup Series "AMP Energy 500" event scheduled to held at Talladega Superspeedway®, in Talladega, Alabama on November 1, 2009 will be awarded. Approximate retail value of prizes is \$100.00.

3. **Winner Determination:** Winner will be determined by sponsor officials from Diageo North America, Inc. on or about October 15, 2009, by an organization whose decisions will be final in all matters relating to this sweepstakes. Odds of winning will be determined by the total number of eligible entries received. The winner will be notified on or about October 16, 2009, and will be required to sign an affidavit of eligibility and liability release within five (5) days of notification or prize will be forfeited and may be awarded to another winner at sponsor's sole discretion. In order to claim prize, additional releases and/or waivers of liability required by Talladega Superspeedway, LLC and/or any applicable sanctioning body shall also be required as appropriate. If winner cannot be located or does not respond within five (5) days, prize will automatically be forfeited and an alternate winner may be selected at Sponsor's sole discretion. Except where prohibited, acceptance of prize constitutes winner's consent to use of his/her name, likeness and biographical data for advertising and promotional purposes without additional compensation.

4. **Eligibility:** This sweepstakes is open only to all persons who are 21 years of age or older at time of entry. Void wherever prohibited or restricted by law. Employees of the following entities and members of their families or households are not eligible for participation under any circumstances: Talladega Superspeedway, LLC, Diageo North America, Inc., their parent, subsidiaries, limited liability and affiliate companies and assignees, and their respective affiliates, printers, advertising and promotion agencies, alcohol beverage suppliers, importers, wholesalers, distributors or retailers. All federal, state and local laws apply.

5. **General Conditions:** No substitution of prize or cash equivalent except at Sponsor's sole discretion. Cash equivalent may be less than the approximate retail value of the prize. Prize is non-transferable except at the sole discretion of the Sponsor. All federal, state and local taxes on the prize are winner's sole responsibility. By accepting the prize, winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking said prize. Sponsor reserves the right to conduct a background check of any criminal records of the prizewinners and guest. To the extent necessary and permitted by law, prizewinners and guest shall authorize this background check. Sponsor reserves the right, at its sole discretion, to disqualify prizewinners and/or guest from any prize element, based on the background check. Winner also accepts sole responsibility for all costs of any meals, local transportation, tips and any other miscellaneous costs relating to acceptance of this prize.

The value of the prize won by a participant under the contest may be taxable as income to its winner. Winner is solely responsible for any and all taxes and/or fees associated with the prize. Upon receipt of a prize, the winner shall be required to comply with any and all applicable federal, state and local law, rules and regulations.

In consideration of the undersigned's receipt of any prize, the winner for himself or herself and his or her heirs, personal representatives and assigns shall voluntarily and knowingly completely and forever release, waive and discharge from any and all claims, demands, causes of action or other liabilities, known or unknown, absolute or contingent, and whether or not fixed, which the undersigned ever had, now has or might in the future have against any of the other Sponsors resulting in any manner from and/or by reason of the winner's participation in the contest and/or receipt and use of any prize, including any future use of the prize.

By entering this contest and/or using any prize you agree to release Talladega Superspeedway, LLC, its parent, subsidiaries, limited liability and affiliate companies and their respective shareholders officers, directors, employees, members, agents and assigns from liability of any kind or nature for any loss, claims, damages, or injuries of any kind associated with participation in this contest or with acceptance and use of any prize.

Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the promotion without notice or further obligation.

6. **Winner's List:** For a list of winners, please send a self-addressed stamped envelope to Talladega Superspeedway. All requests for the winner's list must be postmarked by October 17, 2009 and received by October 19, 2009.

Sponsor: Diageo North America Inc.

Captain Morgan Rum Company Norwalk, CT

Drink Responsibly, Captains Orders®

Talladega Superspeedway, LLC is not a sponsor of this promotion. Talladega Superspeedway® and its logo are registered trademarks and are used with permission.