

# Seasonal Employee Policy Statement & Acknowledgement

As a seasonal employee of International Speedway Corporation (ISC) you play an important role in our mission to provide all of our guests with a thrilling experience on event day. Your presence, efforts and contributions have a lasting effect on our guests.

As a seasonal employee of ISC, you are required to review and abide by the following employment policy requirements. Should you have any questions about the information outlined in this document, or other employment practices used by the company, please contact a member of the Human Resources team. Thanks for being a valuable member of our team!

## **Nature of Employment**

Employment with the Company is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, the Company may terminate the employment relationship at will at any time with or without notice or cause.

## **Equal Employment Opportunity**

In order to provide equal employment opportunities to all individuals, employment decisions at the Company will be based on merit, qualifications, and abilities. The Company does not discriminate in employment opportunities or practices on the basis of age, race, color, religion, gender, national origin, disability, or any other characteristic protected by law. This policy governs all aspects of employment.

Any employees with questions about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their supervisor or Human Resources. Anyone found to be engaging in any type of unlawful discrimination will be subject to corrective action, up to and including termination of employment.

### **Anti Harassment**

The Company is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Any employee who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to his or her supervisor or the head of their department or Business Unit. If these members of management are unavailable or the employee believes it would be inappropriate to contact any of these people, the employee should immediately contact the Human Resources Department. Employees can raise concerns and make reports without fear of reprisal. There will be a fair and discreet investigation, and an employee can also, at his or her discretion, contact the Company's Ethics Hotline at 1-877-888-0002 to report concerns anonymously.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment should promptly advise the Human Resources Department who will handle the matter in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to corrective action, up to and including termination of employment.

## **Drug Testing**

The Company is committed to providing a safe, efficient and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. To help ensure a safe and healthful working environment, employees may be asked to provide body substance samples (such as urine and/or blood and/or hair) to determine the illicit or illegal use of drugs and alcohol. Refusal to submit to testing may result in corrective action, up to and including termination of employment.

#### **Drug and Alcohol Use**

It is the Company's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. While on Company premises and while conducting business-related activities off Company premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to corrective action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences. Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or Human Resources Director without fear of reprisal.

## **Employee Behavior and Work Rules**

To ensure orderly operations and provide the best possible work environment, the Company expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions that may result in corrective action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records or expense reports
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination (refusing to follow instructions) or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from work station during the workday
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct

## **Violence in the Workplace Prevention**

It is the intent of this policy to ensure that everyone associated with the Company, including employees, event guests, other customers and visitors, never feels threatened by any employee's actions or conduct. The Company has a policy of zero tolerance for violence. Acts and/or threats of violence including intimidation, coercion and/or harassment which involve or affect Company employees, customers and visitors will not be tolerated. Violations of this policy may lead to termination, arrest and/or prosecution.

Workplace is defined as all racetrack properties and business offices of ISC and each of its business units. It should be recognized that during events held at the Company's facilities that specific provisions of this policy may not apply and event-related activities would be governed by local, state and federal laws, track policy and other provisions.

The Company specifically prohibits all persons who enter Company property from carrying a handgun, firearm or other prohibited weapon onto the property regardless of whether the person is licensed to carry the weapon or not. Prohibited weapons include firearms, knives and other sharp objects not related to the performance of one's duties (other than small pocket knives), explosives and other items with the potential to inflict harm. If you have a question about whether an item is covered by this policy, please contact Human Resources. This ban includes keeping or transporting a weapon in a vehicle in any Company owned or leased parking areas. Employees are also prohibited from carrying prohibited weapons while performing Company services off the Company's premises. Appropriate disciplinary action, up to and including termination, will be taken against any employee who violates this policy.

It is every employee's responsibility to prevent violence in the workplace. You can help by reporting what you witness in the workplace that could indicate that a threatening environment may exist. Any potentially dangerous situation must be reported immediately to a supervisor or the Human Resources Department. Reports can also be made anonymously via the Company's Ethics Hotline (877-888-0002). Reports will be investigated and all information will be handled in a professional and discreet manner, to the extent possible.

#### **Personal Appearance**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the Company presents to race guests and other customers. While on duty, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions.

#### **Alternative Dispute Resolution**

The Company's employees are entitled to legal rights, and the Company recognizes that, at some time before, during, or after the employment relationship, an employee may have a claim, dispute, or controversy against the Company regarding those rights. In order to limit the time and expense associated with litigation, and with the understanding that employment with the Company, or continued employment by the Company, is conditioned upon signing this acknowledgement, the employee and the Company agree to be bound by the provisions of the Dispute Resolution Policy (DRP). Under no circumstances will any employee be retaliated against in any way for invoking the DRP in a good faith effort to seek resolution of a dispute. The employee understands, and acknowledges by his/her signature that he/she and the Company are hereby waiving the right to a jury trial in any action, proceeding or counterclaim or claims as a representative or members of class or collective action with respect to certain "Covered Rights" as defined herein.

Any legal claim, dispute or controversy between the Company and an employee, past, present, or future, whether or not arising from employment or the termination of employment that the Company may have against the employee or the employee may have against the Company, over Covered Rights, must be resolved by confidential binding arbitration as the sole remedy. An employee may file a charge of discrimination with the U.S. Equal Employment Opportunity Commission (EEOC), or any other State or Federal agency. If an employee

files an EEOC claim or a claim with any other State or Federal agency that arises out of his/her employment with the Company, the employee may be limited to non-monetary relief. Once the charge has been handled by the agency, an employee is required to resolve the dispute pursuant to the terms of the DRP, and cannot file a lawsuit in State or Federal court, unless that agency decides to sue on behalf of the employee.

The term "Covered Rights" includes legally protected rights arising out of any claims, disputes or controversies between the Company and an employee, past, present, or future, whether or not arising from employment (or its termination) that the Company may have against an employee or that an employee may have against the Company, and includes disputes alleging a violation of statutory or common law rights, including but not limited to: Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 et seq.; the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq. (except such rights as may be vested under any retirement plan sponsored by the Company); the Civil Rights Act of 1866, as amended, 42 U.S.C. § 1981 et seq.; the Civil Rights Act of 1871, as amended, 42 U.S.C. §§ 1983 and 1985, Executive Order 11246; the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 700 et seq.; the Equal Pay Act, as amended, 29 U.S.C. § 206(d); the Pregnancy Discrimination Act, as amended, 42 U.S.C. § 2000e(k); the Family and Medical Leave Act, 29 U.S.C. § 2601, et seq.; the Consolidated Omnibus Budget Reconciliation Act, as amended, 29 U.S.C. § 1161, et seg.; the Occupational Safety and Health Act, as amended, 29 U.S.C. § 651, et seg.; the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. Section 201 et seq.; or any claims for wrongful discharge, discrimination, retaliation, harassment, breach of contract, intentional or negligent infliction of emotional distress, defamation, interference with contract, or any other cause of action based on federal, state, or local law or the common law, whether in tort or in contract. The term "Covered Rights" shall not include disputes regarding unemployment and workers' compensation benefits, or claims filed in small claims court or collection actions or any other complaints or claims that are not listed above.

Any claim, dispute or controversy involving a Covered Right that the employee or the Company wishes to pursue must be brought within the time period provided by the statute for initiating such claims in a court of law, or with the appropriate regulatory agency, such as the EEOC. The employee shall initiate the dispute resolution process under this DRP by completing a claim statement form describing the nature of the dispute and submitting it to the Managing Director, Human Resources at the following address: Managing Director, Human Resources; International Speedway Corporation; 1801 W. International Speedway Boulevard; Daytona Beach, Florida 32114. For questions, the Managing Director, Human Resources may be contacted by telephone at 386-681-6808. A copy of the claim statement form can be obtained through the office of the Managing Director, Human Resources or on the Company's internet site. In the event the Company has a dispute with an employee, the Company shall initiate the dispute resolution process by submitting a written claim statement form describing the nature of the dispute to the employee at the employee's last known address.

Resolving disputes subject to this DRP involves three steps: (1) informal resolution conference; (2) non-binding mediation; and (3) binding arbitration. All disputes subject to this DRP must first be submitted to an informal resolution conference. Once a written claim statement is received by Human Resources or by the employee, every attempt will be made for an informal resolution conference to be scheduled and conducted within forty-five (45) calendar days of such receipt. If a dispute cannot be resolved through the informal resolution conference, then the dispute will be referred to non-binding mediation, unless both parties agree to bypass non-binding mediation. If a party is not satisfied with the result of the informal resolution conference, that party shall notify the other party within thirty (30) calendar days of the informal resolution conference requesting non-binding mediation. If a dispute is not resolved through non-binding mediation, or both parties agree to bypass non-binding mediation, the dispute may be submitted to binding arbitration. If a party is not satisfied with the result of the non-binding mediation, that party shall notify the other party within thirty (30) calendar days of the end of the non-binding mediation session(s) of its intent to request arbitration. Arbitration will be initiated and conducted pursuant to American Arbitration Association (AAA) rules. All decisions of the arbitrator

are final and binding upon both the Company and the employee. The time periods in this Section may be extended by mutual agreement.

**Informal Resolution Conference** - When the DRP process is initiated, the first step toward resolving the dispute shall be an informal resolution conference. The employee, a member of the Company management, and a member of the Company's Human Resources staff shall participate in the informal resolution conference. The informal resolution conference may be conducted in person or by telephone and each party will be given an opportunity to describe the nature of the dispute and any proposed resolution(s). If the dispute is not satisfactorily resolved at the informal resolution conference, the employee or the Company can initiate the second step of the DRP process: non-binding mediation.

**Non-binding Mediation** - When a dispute is not resolved at the informal resolution conference, the employee and the Company shall submit the dispute to non-binding mediation. The non-binding mediation shall be conducted by a neutral, third-party mediator to be selected by mutual agreement of the parties. Parties may mutually agree to bypass mediation, and go directly to binding arbitration. In event the parties cannot mutually agree on a mediator, the mediation shall be conducted by the AAA under its Employment Mediation Procedures in effect at the time request for mediation is made. A copy of the AAA rules and information about the mediation process are available at AAA's website, www.adr.org, or by calling AAA toll free at 800-778-7879 or by contacting Human Resources.

**Binding Arbitration** - In the event a dispute subject to this DRP cannot be settled at the informal resolution conference or through non-binding mediation, then the dispute shall be submitted to binding arbitration. The aggrieved party is responsible for initiating the arbitration process by submitting a Complaint requesting arbitration to the AAA, with a copy served on the opposing party. The Complaint requesting arbitration is considered submitted as of the day the AAA receives the Complaint. A copy of the AAA rules and information about the arbitration process are available at AAA's website, www.adr.org, or by calling AAA toll free at 800-778-7879 or by contacting Human Resources.

Final resolution of any dispute through arbitration may include any remedy or relief which the arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes. At the conclusion of the arbitration, the arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the arbitrator's award or decision is based.

Unless otherwise required by law, the mediator's fees and expenses, the costs of the hearing facilities, plus any costs owed to the AAA or the arbitrator shall be shared equally by both the employee and the Company (unless waived by the AAA upon a showing of hardship). However, the employee shall not be required to pay more than the equivalent of one (1) week's salary in his/her current position, or the last position held with the Company. Any amount over this limit shall be paid by the Company. The employee's amount due shall be paid by the employee to the Company prior to the date the total fee is due to AAA. Neither party shall be required to pay the other party's legal expenses should they desire representation during mediation or arbitration. However, the arbitrator, as part of a final decision, is empowered to award any relief, including the payment of attorneys' fees, only to the extent such relief would be permitted under applicable state or federal law.

The Federal Arbitration Act (FAA) shall govern the construction, interpretation and enforceability of this DRP. Should it be determined that the FAA does not apply, then the state law of the state in which the employee works shall apply. This DRP shall survive the employment relationship between the employee and the Company. This DRP can be modified or revoked only by writing signed by both parties that references this DRP and specifically states an intent to modify or revoke this DRP. If any provision of this DRP is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the DRP. This DRP shall be interpreted and construed without regard to any presumption or other rule requiring

construction against the party who caused the DRP to be drafted. Any inconsistency between AAA rules and this DRP must be resolved in favor of the DRP. This is the complete understanding between the parties on the subject of disputes over Covered Rights, except for any arbitration provision that may be contained in any pension or other welfare benefit plan. This DRP supersedes any other agreement or understanding on the subject. By executing the Acknowledgment set forth below, the employee acknowledges that he/she is not relying on any representation, oral or written, as to the effect, enforceability or meaning of the DRP, except as may be specifically set forth herein.

The employee and the Company agree to keep all information related to or learned during the informal resolution conference, the non-binding mediation, and the binding arbitration processes strictly confidential and will not disclose any such information to any person not directly involved in the informal resolution conference, the non-binding mediation or the binding arbitration.

(Please see Acknowledgment on following page)

## **Seasonal Employee Policy Statement**

#### Acknowledgement

The document describes important information about ISC and I understand that I should consult the Human Resources Department regarding any questions not answered in this document. I have entered into my employment relationship with ISC voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or ISC can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information described herein is subject to change, I acknowledge that revisions to these policies may occur, except to ISC's policy of employment-at-will and except to ISC's Dispute Resolution Policy. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies.

I acknowledge that I have read and understand the Dispute Resolution Policy, and that I agree to be bound by its terms. I also agree that any claims, disputes or controversies between myself and the Company shall be submitted to and determined exclusively by binding arbitration in accordance with the Dispute Resolution Policy. I understand that by agreeing to the binding arbitration provisions of the Dispute Resolution Policy, both I and the Company give up rights to trial by jury.

Furthermore, I acknowledge that this document is not a contract of employment. I understand that it is my responsibility to read and comply with the policies contained in this document and any revisions made to it.

EMPLOYEE'S NAME (printed):	
EMPLOYEE'S SIGNATURE:	 Date: