

Online Racing Competitions and Contests

Official Contest Rules (the "Rules")

THESE COMPETITIONS ARE OPEN TO U.S. AND FOREIGN RESIDENTS FROM AROUND THE WORLD, EXCEPT AS NOTED OR WHERE PROHIBITED.

Eligibility, Rules & Restrictions:

Competition: Sponsor: iRacing.com is an online racing software service which features over 1,500 standard official online races per week. These standard races take place at various skill levels, which iRacing.com breaks into license classes ranging in order from rookie, D, C, B, A, Pro and World Championship level, and there are no tangible prizes for the winners. In addition to these standard races and series, iRacing.com from time to time has special or elite races or an entire racing series which typically are only for the highest ranked drivers in the iRacing.com service who have earned their way through direct competition into the special or elite on-line racing series. Examples of these races and racing series include the NASCAR iRacing.com Pro Series ("NiPS"), the iRacing.com Pro Series Road Racing ("iPS"), the NASCAR iRacing.com Series World Championship ("NiWCS"), and the iRacing. com World Championship Series Road Racing ("iWCS"). These races and racing series are separate simulated racing competitions (each, a "Competition") sponsored by iRacing.com. The Competitions are subject to all governmental laws and regulations that apply to contests of this sort. By participating in a Competition, each driver (a "Contestant") accepts and agrees to comply with and abide by these Rules, iRacing.com's detailed racing guides for each series, which can be found at http://members. iracing.com/membersite/member/instruction.isp (the "Guides"), and the decisions of iRacing.com, which shall be final and binding. iRacing.com reserves the right to suspend or cancel any Competition for any reason and at any time. In addition, iRacing.com reserves the right to suspend or terminate any individual's participation in any Competition, or otherwise penalize any individual (including without limitation by deducting points and/or laps), if iRacing.com in its sole discretion determines that the individual's participation in the Competition is in any way detrimental to the Competition, iRacing.com, or other participants in the Competition or users of iRacing.com, including without limitation due to an individual's unsportsmanlike conduct, cheating, or use of obscene or offensive language.

2. <u>Eligibility:</u> Only members age 13 or older who maintain their membership, and the appropriate License level, throughout the Competition are eligible to participate. Residents of Cuba, Iran, Syria, North Korea, Myanmar (formerly Burma) and Sudan are ineligible to participate. The Competition is void in these countries and VOID WHERE PROHIBITED OR RESTRICTED BY LAW. iRacing.com reserves the right to deny or restrict any individual's participation in the Competition for any reason and at any time and further reserves the right to withhold Competition prizes to any individual if iRacing. com in its sole discretion determines that the awarding of such prizes may violate any applicable U.S., state or foreign law, rule, regulation or directive. Without limiting the foregoing, contestants in the following locations may not be eligible to win cash prizes: Alaska, Arizona, Arkansas, Connecticut, Delaware, Florida, Illinois, Iowa, Louisiana, Maryland, Missouri, Montana, South Carolina, South Dakota,

Tennessee and Vermont¹.

3. <u>Competition Period</u>: The Competitions are typically annual series with multiple races and will begin and end at the times stated in the official schedule published by iRacing.com for each Competition.

4. <u>Entry: Rules:</u> The rules for entering, competing and winning a Competition are described in iRacing.com's Guides and the iRacing.com FIRST Sporting Code, which can be found on the iRacing.com member site or can be obtained by e-mailing iwdc@iRacing.com. By participating in a Competition, each Contestant represents and warrants that he/she has read, understood and agrees to be bound by these official Rules, the Guides, the iRacing.com FIRST Sporting Code, and the iRacing.com Motorsport Simulation Experience Terms of Use and End User License Agreement, which can be found at <u>http://members.iracing.com/membersite/termsofuse.jsp</u> which collectively constitute the entire agreement between the Contestant and iRacing.com concerning the Competitions. If there are inconsistencies between the Guides and these Rules, the Rules supersede. Contestants may be required to confirm this acceptance of the Rules, Guides, and iRacing.com FIRST Sporting Code in writing. *Anyone under the age of majority in their jurisdiction must have a parent or adult guardian co-sign all required documents.*

5. <u>Prizes; Chance of Winning:</u> There are multiple prizes that are outlined in the Guides for each series based on the final racing standings (winner, second place, third place, etc.) including trophies and certificates (each, a "Prize"). For certain premier series like the NiWCS. iIIPS and iWCS, Contestants could win additional cash and/or Prizes and iRacing.com credit, and for others like the NiPS and iPS, winners could win additional iRacing.com credit, in the amounts specified in the Prizes section of the Guides. Your chances of winning depend on the number of Contestants competing and their skill levels: for reference, approximately 25,000 subscribers compete for 50-100 slots in each series and for prizes for up to twelfth place for any Competition. For a fuller description of how Contestants move through each Competition to win Prizes, please see the iRacing.com FIRST Sporting Code.

6. <u>Claiming Prizes:</u> Each Prize winner will receive confirmation of his/her win and Prize, with instructions on how to claim the Prize, via e-mail sent to the e-mail address associated with his/ her membership within 10 days after the Competition ends. Winners may be required to sign and return an affidavit of eligibility, liability waiver and publicity/intellectual property release within ten (10) days of the date of winning notification. If a winner is found to have violated the Rules, is otherwise disqualified, cannot be reached, or fails to take all actions required to claim the Prize within the times specified, that winner will forfeit the Prize and an alternate winner may be selected (see below). Winners will be announced as soon as feasible after all winners have been qualified for that Competition.

7. <u>Publicity: Future Use:</u> Except where prohibited by law, by accepting a Prize each Contestant and Prize winner grants iRacing.com, NASCAR and their affiliates, legal representatives, assigns and licensees an unrestricted right and license to publicize, broadcast, display and/or otherwise use the Contestant's name and biographical data throughout the world in perpetuity, in any form or media now known or hereafter devised, for advertising and publicity purposes, without further compensation to or permission of the Contestant. All racing performances become the property of iRacing.com, who may copy, edit, perform, broadcast, re-post and otherwise use them however it chooses; and each Contestant hereby transfers and assigns any rights he or she may have in these performances and recordings to iRacing.com. Winners may be required to confirm these transfers and permissions in writing.

8. <u>Privacy</u>: The iRacing.com Privacy Policy applies to the NPS and NDWC. To review this policy, click here: http://members.iRacing.com/membersite/privacypolicy.jsp.

9. <u>Taxes and Expenses:</u> Taxes due on Prizes are the sole responsibility of the winners. Consult your tax advisor or other tax resource to learn about taxes in your location. iRacing.com reserves the right

¹ We're not happy about this either, but it's because of state law. If you're affected, contact your local representatives and tell them to make your state's laws more accepting of competitions like this.

to require a winner to submit specific documents and materials it deems needed or appropriate for iRacing.com to comply with all tax reporting and withholding requirements. Prizes will be net of any taxes withheld. All expenses incurred by a Contestant relating to the Competition are that person's responsibility: iRacing.com has no obligation except to award the Prizes in accordance with the Guides and these Rules.

10. Liability Waiver: ALL CONTESTANTS' ACTIVITIES RELATED TO THE COMPETITION ARE AT THEIR OWN RISK. Neither iRacing.com nor any other persons involved in the Competition or its promotion or operation shall have any responsibility for any loss or damage that results from a Contestant's participation in or attempt to participate in the Competition, or to download any information in connection with participating in the Competition. Without limiting the generality of this waiver, iRacing. com does not assume and shall not have any liability or responsibility for any of the following: faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers or hosts; equipment or software errors; garbled, jumbled or faulty data transmissions; lost, late, delayed or intercepted e-mail; inaccessibility of the iRacing.com website in whole or in part for any reason; traffic congestion on the Internet or any website; unauthorized intervention in the operation of the Competition, including without limitation, unauthorized tampering, hacking, theft, virus, bugs or worms; any loss, mismeasurement, misdirection, inaccessibility or unavailability of, or any violation of rules in, a Competition race or recording; typographical errors in the announcement of Prizes, these Rules or the Guides; or any personal injury, property damage, losses or expenses of any kind that may be suffered or sustained by any person in connection with this Competition or a Contestant's participation in races or receiving any Prize. By participating in the Competition, the Contestant thereby releases iRacing.com and other Contestants from any and all claims, damages or liabilities arising from or relating to participation in the Competition, except where prohibited by law. Contestants and winners may be required to confirm these agreements in writing.

11. Dispute Resolution: Each Contestant agrees that any and all disputes, claims, and causes of action arising out of or in connection with the Competition, or a Prize awarded or the determination of a winner, which cannot be resolved between the parties, shall be resolved individually, without resort to any form of class action, exclusively by arbitration in accordance with the Dispute Resolutions and Governing Law provisions of the iRacing.com Motorsport Simulation Experience Terms of Use and End User License Agreement, which can be found at <u>http://members.iracing.com/membersite/termsofuse</u>. isp Further, in any such dispute, under no circumstances will the Contestant be permitted to obtain awards for, and Contestant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, including attorneys' fees, other than Contestant's actual out-ofpocket expenses (i.e., costs associated with entering the Competition); and each Contestant also waives any all rights to have damages multiplied or otherwise increased. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules and the Guides, or the rights and obligations of Contestants, winners, and Sponsor in connection with the Competition shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., without giving effect to any choice of law or conflict of law rules or provisions (whether of Massachusetts or any other jurisdiction), that would cause application of the laws of any jurisdiction other than Massachusetts.

12. <u>Requests for Rules and Winners:</u> To obtain a copy of the Guides or these Rules, or for notification of the winners, send an email containing such request to <u>iwdc@iRacing.com</u>, or send a self-addressed stamped envelope to IWDC at 34 Crosby Drive, Bedford MA 01730. Requests for notification of winners must be received no later than three months after the end of the Competition's announcement of winners.

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