



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: 1. Competition; Sponsor: avsimracing.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 avsimracing.com breaks into license classes ranging in order from rookie, D, C, B, A, Pro and World Championship level, and there are typically no tangible prizes for the winners. In addition to these standard races and series, avsimracing.com may from time to time offer special or elite races or series of races, which typically are for only the highest ranked drivers in the avsimracing.com service. These elite championship series (“ECS”) are often, but not always, at the World Championship License Level. These races and racing series are separate simulated racing competitions (each, a “Competition”) hosted by avsimracing.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, avsimracing.com’s detailed racing guides for each series, which can be found at <https://www.avsimracing.com/members> (the “Guides”), and the decisions of avsimracing.com, which shall be final and binding. avsimracing.com reserves the right to suspend or cancel any Competition for any reason and at any time. In addition, avsimracing.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 avsimracing.com in its sole discretion determines that the individual’s participation in the Competition is in any way detrimental to the Competition, avsimracing.com, or other participants in the Competition or users of avsimracing.com, including without limitation due to an individual’s unsportsmanlike conduct, cheating, or use of obscene or offensive language. 2. Eligibility: 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. avsimracing.com reserves the right to deny or restrict any individual’s participation in the Competition for any lawful reason and at any time and further reserves the right to withhold Competition prizes to any individual if avsimracing.com in its sole discretion 2 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, Florida, Indiana, Iowa, Louisiana, Maine, Maryland, Montana, Tennessee, Utah and Vermont 1 . 3. Competition Period: The Competitions are typically annual series with multiple races and will begin and end at the times stated in the official schedule published by avsimracing.com for each Competition. 4. Entry; Rules: The rules for entering, competing and winning a Competition are described in avsimracing.com Guides and the avsimracing.com Sporting Code, which can be found on the avsimracing.com member site or can be obtained by emailing [contact@avsimracing.com](mailto:contact@avsimracing.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 avsimracing.com Sporting Code, and the avsimracing.com GRID14 LLC Terms of Use, End User License Agreement and Privacy Policy, which can be found at <https://www.avsimracing.com/members> which collectively constitute the entire agreement between the Contestant and avsimracing.com concerning the Competitions. In the event of a



conflict between any these Rules and any of the Guides, codes, terms of use, or policies listed above, the one that is the most protective of avsimracing.com (as determined by avsimracing.com) shall govern and control. Contestants may be required to confirm this acceptance of the Rules, Guides, and avsimracing.com 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. Prizes; Chance of Winning: Some Competitions may have prize awards, including cash, avsimracing.com game credits and/or certificates (each, a "Prize"), based on the final racing standings (winner, second place, third place, etc.) or other metrics. For certain premier series, including each ECS series, Prizes may be awarded to Contestants as specified in the Prizes section of the Guides. Your chances of winning depend on the number of Contestants competing and their skill levels. Prizes may be, but are not always, awarded for each placement in specified Competitions. Typically, first place is awarded the highest Prize, second place the next highest Prize, etc. For a more complete description of which Competitions award Prizes and how Contestants can move through participating Competitions to win Prizes, please see the avsimracing.com Sporting Code, and each series' specific competition documents (including the relevant series Guide and any supplemental contest rules for such series). 6. Claiming Prizes: Each Prize winner will receive confirmation of his/her win and Prize, with instructions on how to claim the Prize, via email sent to the email address associated with his/ her membership within ten (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 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. 3 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. In certain special or elite races, including any series, a Contestant may be employed by a racing team and race under the team's logo. Upon request by a team that employs a Prize winner, and with the consent of the Prize winner, avsimracing.com will pay Prize money directly to such team but only if the team (a) provides documentary evidence to avsimracing.com that the Prize winner has unambiguously authorized payment to the team, (b) indemnifies, defends and holds harmless avsimracing.com from competing claims for Prizes, (c) submits the affidavit of eligibility and other documentation specified above within ten (10) days of the date of winning notification, and (d) provides the tax documentation specified in Section 9 below. 7. Publicity: Future Use: Except where prohibited by law, by participating in a Competition or accepting a Prize (either directly, or through a team) each Contestant grants avsimracing.com, each of avsimracing.com' sponsors and their respective affiliates, streaming partners, assigns and licensees an unrestricted right and license to publicize, broadcast, display and/or otherwise use the Contestant's name, image, photograph, likeness, animation, autograph, voice, audiovisual recording 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. The foregoing rights and licenses include the right to grant one or more sublicenses through multiple tiers. Each Contestant acknowledges and agrees that all Competition performances, streams and recordings, and all data and statistics collected during a Competition, are the



sole property of avsimracing.com, who may copy, edit, perform, broadcast, re-post and otherwise use them however it chooses; and each Contestant hereby irrevocably transfers and assigns any rights he or she may have or acquire in these performances, streams, recordings, data and statistics to avsimracing.com. Winners may be required to confirm these transfers, assignments and permissions in writing. 8. Privacy: The avsimracing.com Privacy Policy applies to each end user of avsimracing.com and each Contestant. To review this policy, click here: <https://www.avsimracing.com/members>. 9. Taxes and Expenses: Taxes due on Prizes are the sole responsibility of the winners or teams, as applicable. Consult your tax advisor or other tax resource to learn about taxes in your location. avsimracing.com reserves the right to require a winner or team to submit specific documents and materials it deems needed or appropriate for avsimracing.com to comply with all tax reporting and withholding requirements. For a winner or team located outside the United States, these documents may include an affidavit from such winner or team, as applicable, that confirms that such person is not a U.S. person and that such Prize is not related to any services or other activity conducted in the United States. Prizes will be net of any taxes withheld, and avsimracing.com has the right, in its sole discretion, to determine what federal, state and foreign taxes will be withheld. All expenses incurred by a Contestant relating to the Competition are that person's responsibility: avsimracing.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. Except as expressly provided in Section 11 below, neither avsimracing.com nor any other persons or entities 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, avsimracing.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 email; inaccessibility of the avsimracing.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 avsimracing.com, its sponsors and their respective affiliates, streaming partners, assigns and licensees, and each of the 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. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH CONTESTANT AGREES THAT THE LIABILITY OF avsimracing.com, ITS SPONSORS, STREAMING PARTNERS, ASSIGNS AND LICENSEES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE FOREGOING, COLLECTIVELY, THE "GRID14 LLC") TO CONTESTANT AND ANY PERSON



CLAIMING BY OR THROUGH CONTESTANT FOR ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE LIMITED TO CONTESTANT'S DIRECT DAMAGES NOT TO EXCEED US \$500.00, AND THIS SHALL BE CONTESTANT'S ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY IS USED TO DETERMINE THAT avsimracing.com OR ANY MEMBER OF THE iRACING GROUP WAS LIABLE FOR THE HARM, DAMAGES, INJURY OR LOSS. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE CONTESTANT BE PERMITTED TO OBTAIN AWARDS FOR, AND CONTESTANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY, AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN CONTESTANT'S ACTUAL OUT-OF-POCKET EXPENSES (I.E., COSTS ASSOCIATED WITH ENTERING THE COMPETITION); AND EACH CONTESTANT ALSO WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. THIS WAIVER APPLIES REGARDLESS OF WHETHER ANY SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT avsimracing.com OR A MEMBER OF THE iRACING GROUP WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 12. Relationship between avsimracing.com and Contestant: Each Contestant acknowledges and agrees that he or she is not an employee of avsimracing.com or any member of the avsimracing.com Group, and that nothing in these Rules or any other terms and conditions governing a 5 Competition may be construed or reasonably relied upon as evidence that avsimracing.com or a member of the avsimracing.com Group is an employer, joint-employer, and/or co-employer of the Contestant. 13. 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 avsimracing.com GRID14 LLC Terms of Use and End User License Agreement, which can be found at <https://www.avsimracing.com/members>. Contestant shall be limited to Contestant's remedies at law for damages, if any, and in no event shall Contestant be entitled to enjoin or restrain avsimracing.com from operating any Competition or conducting any related marketing activity. 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 avsimracing.com in connection with the Competition shall be governed by, and construed in accordance with the laws of the Commonwealth of Florida, U.S.A., without giving effect to any choice of law or conflict of law rules or provisions (whether of Florida or any other jurisdiction), that would cause application of the laws of any jurisdiction other than Florida. 14. Requests for Rules and Winners: To obtain a copy of the Guides or these Rules, or for notification of the winners, send an email containing such request to [contact@avsimracing.com](mailto:contact@avsimracing.com), or send a self-addressed stamped envelope to 530 Penta Ct, Weston FL 33327. Requests for notification of winners must be received no later than three months after the end of the Competition's announcement of winners. Updated 05/26/2022