

# DiRT Rally 2.0 World Series 2019/2020 – Terms and Conditions of Competition

## Introduction

- 1) The following terms and conditions apply to the DiRT Rally 2.0 World Series 2019/2020 (the “Competition”) operated by Motorsport Gaming US LLC, a Florida limited liability company with its principal office located at 5972 NE 4th Avenue, Miami FL, 33137, and its subsidiaries (“Motorsport Games”, “Our”, “Us” and “We”). The competition takes place on the DiRT Rally 2.0 video game (“Game”) as published and developed by The Codemasters Software Company Limited (“Codemasters”).
- 2) These Terms and Conditions of Competition (“Terms and Conditions”) are in addition to the DiRT Rally 2.0 World Series Sporting Regulations (the “Regulations”) located at <https://www.codemasters.com/dirt-world-series-sporting-regulations-2019>, the Motorsport Network privacy policy available at <https://accounts.motorsportnetwork.com/legal/privacy-policy> and Codemasters’ privacy policy available at <https://terms.codemasters.com/>. These policies govern how We and Codemasters may use the data We and Codemasters collect from you.
- 3) Please read these Terms and Conditions carefully. These Terms and Conditions set out who can enter the Competition, how the Competition will be run and the circumstances in which We may withhold all or part of the Prizes and/or disqualify you. By submitting an entry for a Competition, you agree to be bound by these Terms and Conditions and agree that you will grant to Us the right to use your name in Our publicity assets.
- 4) We reserve the right to cancel or amend these Terms and Conditions and/or the Competition at any time without prior notice to the extent that it is reasonably necessary. When you enter a Competition you (the “Driver”) are deemed to accept the Terms and Conditions presented to you at the time of entry. Any amendments to these Terms and Conditions will be posted on the Competition Website.
- 5) These Terms and Conditions are subject and in addition to any local laws and/or regulations controlling competitions, contests or other programs of this nature. In the event the local laws of the jurisdiction where you are located should conflict with these Terms and Conditions, the local laws and/or regulations shall control and supersede.
- 6) We reserve the right to disqualify you if We have reasonable grounds to believe that you have breached any of these Terms and Conditions.
- 7) We reserve the rights to alter, amend or supplement these DiRT Rally 2.0 World Series Rules

## **Eligibility**

8) The DiRT Rally 2.0 World Series is open to residents of all countries where the Game and/or the DiRT Rally 2.0 World Series is not prohibited or unlawful (each Driver to satisfy themselves as to whether this condition is met) except:

- a) persons who are under the age of eighteen (18) years as at 10th September 2019 (being the date on which Online Qualification opens);
- b) employees and agents of Motorsport Games, Codemasters and its groups and affiliated companies;
- c) anyone involved in or connected to the organisation and running of the DiRT Rally 2.0 World Series and/or the Game in any way; and
- d) the immediate family members of any of the persons set forth in (b) or (c) above.

9) A Driver is only eligible to participate in the Online Qualification if they have:

- a) an Xbox One, Xbox One S, Xbox One X, PS4, PS4 Pro or suitable Windows PC;
- b) Xbox Live Gold Membership or PSN Membership (or such other online membership relevant to their platform and which is required for them to play online);
- c) the DiRT Rally 2.0 game (updated to the latest version of the Game publicly available on the relevant platform at the time they participate in Online Qualification); and
- d) an Internet connection.

10) Drivers are responsible for their own hardware and internet connection (which is recommended to be a minimum of 3 MB/s download and 0.5MB/s upload). Any online event held in the DiRT Rally 2.0 World Series will not be rescheduled due to technical issues, and We are not responsible for any impact on any Driver's standings in the Championship resulting from such technical issues.

11) In participating in the DiRT Rally 2.0 World Series each Driver confirms that he/she:

- a) is eligible to do so and eligible to claim any prize that he/she may win;
- b) fully and unconditionally agrees to and undertakes to comply with these Terms and Conditions and the Regulations as described in Clause 2 above, as well as any further instruction of Motorsport Games, Codemasters (and/or its nominee(s)) in relation to the Game and/or DiRT Rally 2.0 World Series 2019; and
- c) accept that decisions of Motorsport Games regarding all matters relating to the DiRT Rally 2.0 World Series and/or Game are final and binding.

12) You can only enter the Competition once. Any multiple entries will be disqualified. No third-party entries, bulk entries or entries submitted by agents will be accepted.

13) We reserve the right to verify the eligibility of entrants. We may request such information as We consider reasonably necessary for the purpose of verifying the eligibility of an entrant and Prizes may be withheld until and unless We are satisfied with the verification.

## Terms of Entry

14) By entering the DiRT Rally 2.0 World Series each Driver accepts the following :

- a) these Terms and Conditions
- b) the Regulations, which can be found at <https://www.codemasters.com/dirt-world-series-sporting-regulations-2019>
- c) the Privacy Policy of Motorsport Network LLC, which is available at <https://accounts.motorsportnetwork.com/legal/privacy-policy>
- d) the terms of use and the privacy policy of Codemasters as updated from time to time, which are available at <https://terms.codemasters.com/>.

In the event that the Regulations, privacy policies or Codemasters' terms of use should conflict with these Terms and Conditions on any point, these Terms and Conditions shall control and supersede.

## Prizes

15) Drivers within the top 2 of their platform following the Semi-Finals in both Rally and Rallycross disciplines will be invited to the Grand Final ("Grand Final") held at Autosport International Show in Birmingham, United Kingdom on 11th and 12th January 2020.

- a) Competitors will be eligible to receive 1 x ticket to the Autosport International Show
- b) Travel arrangements, within reason, will be made for the eligible competitors to attend the Grand Final, limited to airfares and accommodation

16) The prizes for the final are to be selected in Our sole and absolute discretion. Prizes will be announced on the Competition website once selected.

17) Prizes will be delivered to the address provided by you at the time of entry

18) There are no Prize substitutions or cash alternatives and the Prize is not transferable.

19) Where for reasons outside of Our reasonable control We are unable to deliver to Winner the whole or any part of the Prize We shall have the right but not the obligation to substitute all or part of the Prize offered for an alternative prize which We reasonably nominate.

20) The winner will be solely responsible for his or her own expenses. We assume no responsibility and are not liable for any costs, charges, expenses or taxes (including normal postage costs) which any Winner may be required to pay at any time in connection with the Prize. Winners shall at all times be subject to all applicable ticket terms and conditions and venue rules.

21) An unclaimed Prize may not be awarded. The Prize is strictly non-transferable and no cash alternative is offered.

## **Liability**

22) We cannot be held responsible for any costs incurred by you in entering a Competition (whether or not such entry is successful) or in relation to you taking part in a Competition.

23) We will not be liable to you, in contract, tort (including, without limitation, negligence) or otherwise in connection with the Competitions for:

- a) loss of revenues, profits, contracts, business or anticipated savings or loss of data; or
- b) any loss of goodwill or reputation; or (c) any special or indirect or consequential losses; however caused.

24) Nothing in this clause shall limit or exclude liability for death or personal injury as a result of Our negligence.

25) We will not be liable for any damages or losses as a result of failure by Us to deliver any Competition, the Prize or any other prizes as a result of any circumstances outside of Our direct and reasonable control including, but not limited to, as a result of a server failure (including but not limited to access delays or interruptions, data non-delivery or mis-delivery), any act(s) of God, war or terrorism, breaches of security or unauthorised use of personal data arising from hacking and/or failure or lack of reception of telephone or mobile telephone networks.

26) You agree to fully indemnify Us in respect of all liabilities, damages, claims, actions, expenses (including reasonable legal fees), demands or costs incurred by Us as a result of any breach by You of these Terms and Conditions.

27) Nothing contained in these Terms and Conditions shall affect any statutory rights to which you may be entitled as a consumer.

## **Miscellaneous**

28) These Terms and Conditions shall be governed by the internal substantive laws of the State of Florida, without respect to its conflict of laws principles. Any claim or dispute between you and Motorsport Gaming US LLC that arises in whole or in part from the Competition shall be decided exclusively by a court of competent jurisdiction located in Miami-Dade County, Florida. These Terms and Conditions, together with the other documents referenced herein and any other legal notices published by Motorsport Gaming US LLC on the Competition Website, shall constitute the entire agreement between you and Motorsport Gaming US LLC concerning the Competition. If any provision of these Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term, and Our failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision. Motorsport Gaming US LLC reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. Your entry into any Competition Event following the amendment of these Terms of Use will signify your assent to and acceptance of its revised terms. YOU AND MOTORSPORT GAMING US LLC AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE

COMPETITION WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.