

# LE MANS VIRTUAL SERIES & 24 HOURS OF LE MANS VIRTUAL

## 2022/23

### COMPETITION TERMS & CONDITIONS

#### INTRODUCTION

- 1) The following terms and conditions apply to the Le Mans Virtual Series (LMVS) 2022/23 (the "Competition") operated by Motorsport Games Inc, 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 rFactor 2 video game ("Game") as published and developed by Studio 397.
- 2) These Terms and Conditions of Competition ("Terms and Conditions") are in addition to the LMVS Sporting Regulations (the "Regulations") and the Motorsport Games privacy policy available at <https://motorsportgames.com/privacy-policy/>. These policies govern how We, the Automobile Club de l'Ouest and FIA World Endurance Championship may use the data We, the Automobile Club de l'Ouest and FIA World Endurance Championship 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 "Competitor") 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 LMVS Rules at any time in Our sole discretion.

#### ELIGIBILITY

- 8) The selection of the Competitors is carried out at the sole discretion of a Selection Committee of six members, put together by the "LMVS" organising committee.
- 9) Entry into the Series is per Team and per Car, not per Competitor.
- 10) The LMVS is open to residents of all countries where the Game and/or the LMVS is not prohibited or unlawful (each Competitor to satisfy themselves as to whether this condition is met) except, and unless waived by Motorsport Games in its sole discretion:
  - a) persons who are under the age of sixteen (16) years as at 1<sup>ST</sup> September 2022. Except with the express permission of the selection committee is given.
  - b) employees and agents of Motorsport Games, the Automobile Club de l'Ouest and FIA World Endurance Championship and its groups and affiliated companies.
  - c) anyone involved in or connected to the organisation and running of the LMVS 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.
- 11) Entry in the Championship is for the season, which concerns all the Competitions registered on the calendar

- of the said Championship and is limited to a maximum of two cars per category.
- 12) The transfer of an entry to a third party is formally prohibited.
  - 13) Any withdrawal from the Championship or from participating in a Competition must be notified to the organisers ("LMVS") in writing, by registered letter with acknowledgement of receipt.
  - 14) During an official session ("Practice, Qualifying or Race"), Competitors 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 LMVS will not be rescheduled due to technical issues, and We are not responsible for any impact on any Competitor's standings in the Championship resulting from such technical issues.
  - 15) In participating in the LMVS each Competitor 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 two (2) above, as well as any further instruction of Motorsport Games, Automobile Club de l'Ouest and FIA World Endurance Championship (and/or its nominee(s)) in relation to the Game and/or LMVS; and
    - c) accept that decisions of Motorsport Games regarding all matters relating to the LMVS and/or Game are final and binding.

## LICENCES

- 16) For the regular LMVS series (round 1-4) each participating team must include at least one (1) FIA minimum Bronze graded real-world professional driver.
- 17) For 24 Hours of Le Mans Virtual each participating team must include at least one (1) FIA Bronze graded real-world professional driver and one (1) FIA minimum Silver Licensed driver.
- 18) Their licence must be valid for the duration of the competition.
- 19) These drivers will be asked to prove they have a valid license and will only be granted entry once approved.

## SPECIFICITIES OF 24 HOURS OF LE MANS VIRTUAL

- 20) The regulations and entry procedure for entry in the 24 Hours of Le Mans (including all the financial procedures) is governed exclusively by the Supplementary Regulations of the Competition
- 21) All full-season LMVS entries are permitted to take part in Le Mans 24 Hours Virtual. However, the organising committee reserves the right to not allow entry under specific circumstances such as misconduct, unsporting behaviour or poor performance.
- 22) A Selection Committee specific to the 24 Hours of Le Mans will meet to determine the final entry list.

## TERMS OF ENTRY

- 23) By entering the LMVS each Team and Competitor accepts the following:
  - a) These Terms and Conditions
  - b) The Sporting Regulations
  - c) The Privacy Policy of Motorsport Games, which is available at <https://motorsportgames.com/privacy-policy/>
- 24) In the event that the Regulations, privacy policies or terms of use should conflict with these Terms and Conditions on any point, these Terms and Conditions shall control and supersede.

## PRIZES

- 25) There are separate prize funds for the LMVS and Le Mans 24 Hours Virtual (Series Final).
- 26) The LMVS has a \$125,000 prize pool, with \$125,000 in additional prize money available at the Le Mans Virtual Series Final ("Le Mans 24 Hours Virtual").
- 27) The prize money split will be confirmed in the Sporting Regulations documents.
- 28) An unclaimed Prize may not be awarded. There are no Prize substitutions or cash alternatives, and the Prize

is not transferable.

- 29) 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.
- 30) 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.

## LIABILITY

- 31) 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.
- a. 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.
  - b. Nothing in this clause shall limit or exclude liability for death or personal injury as a result of Our negligence.
  - c. 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, pandemic, 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.
  - d. 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.
  - e. Nothing contained in these Terms and Conditions shall affect any statutory rights to which you may be entitled as a consumer.

## MISCELLANEOUS

- 32) 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 Games Inc 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 Games Inc on the Competition Website, shall constitute the entire agreement between you and Motorsport Games Inc 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 this 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 Games Inc 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 GAMES INC 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.