

# NASCAR Rivals Championship Tournament

## SPORTING REGULATIONS

### INTRODUCTION

The NASCAR Rivals Championship Tournament is a competitive racing esports league held on the NASCAR Rivals game franchise created and published by and Motorsport Games (“MSG”). The NASCAR Rivals Championship Tournament will consist of five (5) total events, with the final event being considered the “Championship Race”.

For the regular Hot lap Qualification sessions at events 1-4, competitors will have 5 minutes within which to set their best lap time. These qualifications will take place at the same track that the activation is taking place (i.e., the Talladega activation will see the competition take place at Talladega Superspeedway in-game). The top 8 Drivers will then participate in a series of “Head-to-Head” races to find the overall winner at each track. This winner will be invited to Phoenix Raceway for the Championship Race with flights and accommodation being provided for them and a guest.

The Championship Race will be held on 6<sup>th</sup> November 2022 and will feature the 4 qualifying drivers from events 1-4 plus a further 4 hot lap qualifiers on-site battling it out during a 4% race (22 laps). The winner will take home \$10,000 in cash, 2 x VIP 2023 Daytona 500 passes, a custom diecast of the #78 NASCAR Rivals Ford as driven by BJ McLeod and an advance copy of the 2023 NASCAR Console game (when available).

This document outlines the rules and procedures that will be in effect during the NASCAR Rivals Championship Tournament, it does not replace the full terms and conditions of entry into the competition (“Terms and Conditions”), as well as Motorsport Games’ official privacy policy (referred to herein as the “Privacy Policy”), copies of which can be downloaded from [www.motorsportgames.com/privacy-policy](http://www.motorsportgames.com/privacy-policy). By competing in NASCAR Rivals Championship Tournament, you fully accept the Terms and Conditions, Privacy Policy, and these Sporting Regulations.

### QUALIFIER EVENT HOT LAP SCHEDULE

Round	Open Period	Event Type	Car Class	Track
1	9/30/22 – 10/1/22	Hot lap Onsite	Cup Series	Talledega Superspeedway
2	10/7/22 – 10/8/22	Hot lap Onsite	Cup Series	Charlotte Motor Speedway Roval
3	10/21/22 – 10/22/22	Hot lap Onsite	Cup Series	Homestead-Miami Speedway
4	10/28/22 – 10/29/22	Hot lap Onsite	Cup Series	Martinsville Speedway
5	11/4/22 – 11/5/22	Hot lap Onsite	Cup Series	Phoenix Raceway

\*The NASCAR Rivals Switch experience may be open outside of publicized dates and times but hot lap entries will not be counted for the purposes of the competition.

\*\* The times that the hot lap qualifying will open varies from event to event and competitors are encouraged to follow @NASCARRivals on social media channels for the latest information

## NASCAR RIVALS CHAMPIONSHIP TOURNAMENT RACE DATES

Round	Race Date	Event Type	Car Class	Track
1	10/2/22	Head-to-Head Onsite	Cup Series	Talledega Superspeedway
2	10/9/22	Head-to-Head Onsite	Cup Series	Charlotte Motor Speedway Roval
3	10/23/22	Head-to-Head Onsite	Cup Series	Homestead-Miami Speedway
4	10/30/22	Head-to-Head Onsite	Cup Series	Martinsville Speedway
Championship	11/6/22	4% Race Onsite	Cup Series	Phoenix Raceway

### THE ABOVE SCHEDULES ARE PROVISIONAL AND SUBJECT TO CHANGE

### ELIGIBILITY

1. To be eligible to compete in the NASCAR Rivals Championship Tournament, the competitor must satisfy all the requirements in these Sporting Regulations in addition to the Terms and Conditions and Privacy Policy.
2. A Driver must register with their name, email address and cell phone to participate in the competition.
3. Competitors are ineligible to compete if they match any of the following criteria:
  - a. Persons who are under the age of fifteen (15) years as of the day they register to participate in the NASCAR Rivals Championship Tournament and/or Persons that do not reside in the United States or Canada
  - b. Employees, former employees and agents of the NASCAR Rivals Championship Tournament, Motorsport Games, Motorsports Network, NASCAR and/or their respective parent, subsidiary and affiliated companies, and each of their respective advertising/promotion agencies
  - c. Anyone involved in and/or connected to the organization and running of the NASCAR Rivals Championship Tournament and/or the Game in any way; and
  - d. Immediate family members of any of the persons set forth in 2(b) & 2(c) above (and for these purposes "immediate family members" shall mean parents, stepparents, children, stepchildren, siblings or spouses).
4. If a Driver is under the age of 18 (a "Minor") at the time of his/her registration, he or she must obtain written parental or guardian consent to register for participation in the NASCAR Rivals Championship Tournament and claim any prize. The NASCAR Rivals Championship Tournament officials may ask any Driver to provide proof of age and/or any relevant consent or other documentation at any time.
  - a. In providing parental or guardian consent in accordance with these Sporting Regulations and/or any other written agreement relating to MSG, such parent or guardian acknowledges that he or she has read and agreed to these Sporting Regulations and any and all supplemental rules and other NASCAR Rivals Championship Tournament agreements, including without limitation the Terms and Conditions and Privacy Policy.
5. In registering to participate in the NASCAR Rivals Championship Tournament, each Driver confirms that he/she:
  - a. Is eligible to do so and eligible to claim any applicable prize that he/she may win;
  - b. Fully and unconditionally agrees to and undertakes to comply with these Sporting Regulations and all other agreements, rules and policies referred to in this document, including without limitation any supplemental rules, and any instruction of MSG officials (and/or its nominee) in relation to the competition; and
  - c. Accepts that decisions of the MSG officials regarding all matters relating to the NASCAR

Rivals Championship Tournament and/or competition are final and binding.

6. Gamertags may not include obscene or suggestive language, any material which infringes a third party's rights, or which NASCAR Rivals Championship Tournament officials feels may cause confusion during gameplay.
7. MSG reserves the right to restrict or change Driver names and/or gamertags for any reason. Drivers could be referred to by their full names.

## PRIZE POOL

8. The winner from each qualifier event (Talladega through Martinsville) will receive:
  - a. BJ McLeod signed helmet
  - b. Nintendo Switch and a copy of NASCAR Rivals
  - c. Meet & greet with BJ McLeod and Matt Tift
  - d. Flights, accommodations, and VIP passes for two (2) for Phoenix Championship Weekend
9. Second-Place from each qualifier event (Talladega through Martinsville) will receive:
  - a. Nintendo Switch and a copy of NASCAR Rivals
  - b. Meet & greet with BJ McLeod and Matt Tift
  - c. Signed BJ McLeod hero card
10. Championship Winner receives:
  - a. Two (2) VIP passes to the 2023 Daytona 500
  - b. \$10,000
  - c. Custom diecast trophy of the No. 78 NASCAR Rivals Ford driven by BJ McLeod
  - d. An advance copy of NASCAR 23 console game (when available)
11. NASCAR Rivals Championship Tournament officials reserve the right to change the prize pool payouts for the NASCAR Rivals Championship Tournament finale at their discretion.
12. A Driver's prize fund winnings or item(s) will be distributed directly to that Driver within 90 days of the race concluding and the results being verified by the MSG race officials. Drivers must provide their banking information in a timely manner in order to receive their prize or it will be forfeited.

## QUALIFIER EVENTS - HOT LAPS

13. Qualifier Events are open to all participants that meet the eligibility requirements outlined in the Terms and Conditions and this document.
14. A Driver is not required to participate in all Qualification Events, however, is free to do so in order to maximize his or her chances of qualification.
15. A Driver may be required to queue in an orderly fashion to enter the Qualifier Event hot lap qualifying depending upon the number of participants waiting to participate.
16. Each Driver shall be able (but is under no obligation) to participate in one or more hot lap qualifying sessions at their discretion.
17. The NASCAR Rivals Switch experience may be open outside of publicized dates and times but hot lap entries will not be counted for the purposes of the competition.
18. The times that the hot lap qualifying will open varies from event to event and competitors are encouraged to follow @NASCARRivals on social media channels for the latest information.
19. Each Driver will run a five-minute timed session and their fastest lap time will be recorded.
20. The Top 8 Drivers, selected by their lap time, will be selected to compete in the Head-to-Head portion of Qualifier Events 1-4
21. Qualifier Event 5, held at Phoenix Raceway will see the top 4 Drivers proceed immediately to the Championship Race.
22. No prizes are available for the hot lap portion of Qualifier Event 5.

## QUALIFIER EVENTS – HEAD-TO-HEAD

23. The time for arrival of the selected drivers will be directly communicated to the drivers ahead of the

Head-to-Head sessions.

24. The races will be held according to the following schedule:

Round	Driver 1	Driver 2
1 (A)	1 <sup>st</sup> in Hot laps	8 <sup>th</sup> in Hot laps
1 (B)	2 <sup>nd</sup> in Hot laps	7 <sup>th</sup> in Hot laps
1 (C)	3 <sup>rd</sup> in Hot laps	6 <sup>th</sup> in Hot laps
1 (D)	4 <sup>th</sup> in Hot laps	5 <sup>th</sup> in Hot laps
2 (A)	Winner of 1A	Winner of 1C
2 (B)	Winner of 1B	Winner of 1D
Final	Winner of 2A	Winner of 2B

25. Starting positions will be determined by a qualifying session prior to the race.  
26. Each race held will be a 4% race  
27. The applicable prizes will be allocated as according to the PRIZE POOL section of these regulations.

## CHAMPIONSHIP RACE

28. The four winners from the from the Qualifier Head-to-Head events plus the top four hot lap qualifiers from Phoenix will take part in the Championship Race.  
29. The time for arrival of the selected drivers will be directly communicated to the drivers ahead of the event.  
30. To determine the grid order, there will be a qualifying session using a 2022 Cup Series car and Phoenix Raceway.  
31. The participant with the lowest time will start on pole position and the highest time will start in last place.  
32. Throughout the qualifying session, NASCAR Rivals Championship Tournament officials will be monitoring the participants. If a participant's actions are deemed to be against these Sporting Regulations or the spirit of the competition, the Race Director may choose to penalize that competitor.  
33. Should a competitor fail to set a time during a qualifying session for any reason, their lap time will be set to 10 minutes (600 seconds) for the purpose of calculating the starting grid.  
34. If more than one competitor fails to set a time, this portion of the grid will be randomly allocated by the Race Director.  
35. Should two competitors end the session with the exact same time, priority will be given to the competitor that set the lap time first.  
36. The championship race held will be a 4% race with 22 laps around Phoenix Raceway.  
37. The applicable prizes will be allocated as according to the PRIZE POOL section of these regulations.

## OFFICIALS AND BRIEFINGS

38. MSG will appoint officials to oversee each event.  
39. In any interpretation of the rules, the final decision is that of the Race Director.  
40. No appeals on decisions by MSG Officials or Organizers are permitted.  
41. In the absence of the Race Director for whatever reason, their assistant takes this role and responsibility for decision making.  
42. By participating in the NASCAR Rivals Championship Tournament, competitors agree to MSG officials' sole jurisdiction in sporting matters.  
43. Should competitors choose to become disruptive following a decision made by the event officials they will be referred to the section "CODE OF CONDUCT" which outlines the consequences of these actions.  
44. It is imperative that all drivers are present at the briefings conducted by the Organizers ahead of the Race Events.

## EQUIPMENT AND SETUP

45. Competitors will use provided equipment from the Organizers.
46. Notwithstanding the above and anything in these Sporting Regulations to the contrary, the NASCAR Rivals Championship Tournament may make reasonable accommodations for competitors pursuant to the Americans with Disabilities Act (as amended) (the "**ADA**"). The decision as to whether such accommodations are necessary in each instance under the ADA, and/or whether such accommodations would adversely affect league play, shall be determined by MSG officials in its sole discretion.
47. Competitors are permitted to adjust controller settings and car setups.
48. Should there be an issue with the equipment provided, please refer to the "EQUIPMENT FAILURE AND TECHNICAL ISSUES" section of these Sporting Regulations.

## RACING CONDUCT, RULES AND ETIQUETTE

49. Drivers must not force others off the track.
50. Competitors are not permitted to "wall ride"; intentionally hitting the wall in order to change the car's direction and alleviating the car's need to brake for a corner
51. Competitor must not intentionally block pit road.
52. If a competitor is re-joining the circuit or recovering following an incident, regardless of blame/fault, it is imperative that they do so safely. They should re-join where possible perpendicular to the circuit, in a safe and controlled manner in order to prevent further incidents. Failure to do so may result in a warning or penalty.
53. The use of the pit lane for any other reason than fixing damage, refueling, changing tires or serving a penalty is strictly prohibited.
54. Competitors may not deliberately cause a wreck to create a caution period, any competitor found doing so will receive a minimum of a five-second time penalty.
55. All decisions made by the Race Director or their Assistant are final.

## PENALTIES

There are several types of penalties issued in this competition. It is important that the competitors are aware of differences between them and how to act when each type of penalty is received.

56. Reprimand – The Race Director or their assistant may warn a competitor prior to additional sanctions at their discretion. These warnings will be officially recorded and may be used when deciding subsequent penalties.
57. Post-Race Penalty – This penalty is applied by the Race Director or their assistant at any point following the conclusion of the race. The penalty may be of any length and added on to the total time from the previously verified results. Post-race penalties may also include race bans or exclusion from the official results.
58. Loss of Prize Pool Winnings – This penalty is applied by the Race Director or their assistant following the conclusion of the race if deemed appropriate. If a driver is issued this penalty, their portion of the prize pool will be evenly distributed amongst the other competitors on that console in that event.
59. Race Ban – In extreme circumstances the race officials may find the actions, attitude or behavior of a competitor to be contrary to the spirit of the competitions and find that this is worthy a ban for length determined by the officials.

## STARTING PROCEDURE

60. Each competitor will be assigned a car number and paint scheme to use for each event. It is the

competitor's responsibility to ensure they are in the correct car when joining the event lobby – failure to do so will result in a penalty.

61. Prior to the start of a race, the officials will inform the competitors that the race sequence is about to begin.
62. Once the transition to the start of the race has begun there is no longer an opportunity for the to check the performance of equipment. Therefore, subsequent equipment performance will be considered unfortunate for that competitor but there will be no further opportunity to rectify the problems without affecting the race.
63. Should the transition to race fail for a competitor, all competitors will be asked to leave the lobby and the race start procedure will start again.
64. In the case of consistent failures for competitor(s) to connect to the race, the race officials may determine at their discretion to proceed without the competitor(s).

## EQUIPMENT FAILURE AND TECHNICAL ISSUES

Despite the considerable resources and experience committed to running the NASCAR Rivals Championship Tournament in the most efficient manner, MSG recognizes that sometimes issues occur outside of its control.

65. As outlined in the starting procedure above, the competitors are responsible for checking the working order of their equipment prior to the start of the race.
66. Technical issues during the race may be treated as unfortunate.
67. Should a technical issue force retirement from a race that competitor/team shall count as "retired."
68. If there is a catastrophic network failure which affects the lobby host or the race broadcast is dropped, the following procedure will be followed.
  - a. If a failure happens within the first 10% of the race, the race will be red flagged and restarted from the beginning, with competitors taking their initial grid starting position.
  - b. If a failure happens within 10-90% of the race, the race will be red flagged, and the race will restart with the competitors taking their positions at the start of the lap prior to when the failure occurred. The race will run for the length of the remaining laps.
  - c. If a failure occurs in the final 10% of the race, the race will be red flagged, the result will stand as of the last lap completed.

## MEDIA, FILMING AND CLOTHING

69. MSG reserves the right to broadcast any session or race of the NASCAR Rivals Championship Tournament. Drivers cannot refuse broadcasts authorized by the NASCAR Rivals Championship Tournament. Each participant acknowledges that MSG shall be entitled to use any such footage in its discretion.
70. MSG reserves the right to reschedule any qualifying session or race of the NASCAR Rivals Championship Tournament to accommodate a specific broadcast time. Drivers must abide by any rescheduling as determined by MSG, and a Driver's inability or refusal to participate in a rescheduled race event or qualifying session may result in a penalty.
71. As part of their acceptance to enter the NASCAR Rivals Championship Tournament, competitors will be required to be available for filming and media purposes. Failure to meet these requirements may result in penalties for the individual driver and/or their team.
72. The entirety of the NASCAR Rivals Championship Tournament events are intended to be captured by a video team and utilized in game marketing efforts.
73. Drivers are encouraged to utilize their personal social media accounts to promote their activities but are reminded that comments against the spirit of the competition or that are derogatory in nature towards the NASCAR Rivals Championship Tournament, NASCAR Rivals, NASCAR or MSG

may result in negative consequences for a competitor.

## CODE OF CONDUCT

74. By participating in the NASCAR Rivals Championship Tournament, all competitors agree to be bound by Sporting Regulations, the Terms and Conditions, the Privacy Policy, and any other written agreement between the competitors and MSG. Any conduct that is deemed to be in violation of this Code of Conduct is punishable at the sole discretion of the organizers and may result in disqualification from the NASCAR Rivals Championship Tournament and/or additional events.
75. All participants are expected to conduct themselves in a manner that reflects positively on the NASCAR Rivals Championship Tournament, MSG, press, attendees, and other participants and comply with all applicable law and regulation at all times.
76. Participants shall not engage in conduct which MSG deems to be harmful to the business, reputation or relationships of the NASCAR Rivals Championship Tournament Parties or their partners.
77. No forms of cheating, unfair gameplay, gamesmanship or gaining an unfair advantage in any way will be tolerated. This includes, but is not limited to:
  - a. Hardware modification - Any modification made to a piece of hardware allowing it to function in a way the manufacturer did not intend. This includes adding or inserting anything not originally on the hardware configured by the organizers.
  - b. Hacking - Any modification made to the game or other software by any person other than by way of standard software patches or updates.
  - c. Exploiting game glitches - Intentionally using any in-game bug to seek an advantage. Exploiting is defined as utilizing any game function that, in the sole determination of the organizers, is not functioning as intended.
  - d. Impersonation (including playing under another driver's account) - to be understood as playing under another driver's account or soliciting, inducing, encouraging or directing someone else to play under another driver's account.
  - e. Collusion - Any agreement among two (2) or more participants and/or other persons to affect any competition or race and/or opposing drivers.
78. Any other behavior as determined to be cheating, unfair gameplay, gamesmanship or gaining an unfair advantage in any way by organizers.
79. Participants are responsible to notify the organizers at the earliest opportunity of any form of cheating, unfair gameplay, gamesmanship or gaining an unfair advantage by any other participant that they know of.
80. Competitors must notify MSG of any unfair exploits that they become aware of. Any participant who is deemed, in the sole determination of MSG, to have cheated or behaved in any way as described above may be penalized, suspended and/or disqualified from the NASCAR Rivals Championship Tournament and/or additional events.
81. The use of drugs or alcohol may lead to disruptive behavior. Participants believed to be under the influence of drugs and/or alcohol at any given time during an event of the NASCAR Rivals Championship Tournament may be removed from the event and may be disqualified from taking part in any future MSG events.
  - a. For this purpose, "any given time during the event" covers 24 hours prior to a participant arriving at the event, to the conclusion of such event.
  - b. No participant should be under the influence of alcohol or drugs during an event, whether it be online or onsite.
  - c. The excessive drinking of alcohol and taking of any illegal or performance enhancing drugs is strictly forbidden at any time during an event of the NASCAR Rivals Championship Tournament.

82. Each Driver will compete to the best of their ability at all times during the NASCAR Rivals Championship Tournament.
83. No betting or gambling by any participant or anyone connected to any participant, relating to or in connection with the NASCAR Rivals Championship Tournament is allowed under any circumstances. Moreover, no competitor or related person may benefit directly or indirectly from any betting or gambling in connection with the NASCAR Rivals Championship Tournament.
84. Participants shall not offer or accept any gift or reward to or from anyone for services promised, rendered, or to be rendered in connection with the NASCAR Rivals Championship Tournament.
85. Participants must be respectful of the staff involved in the NASCAR Rivals Championship Tournament, tournament organizers, sponsors, and/or partners at all times. Participants must not use obscene gestures, language, or offensive comments, including:
  - a. Hate speech or discriminatory behavior - Participants may not use language or physical gestures that is deemed by MSG to be obscene, foul, vulgar, insulting, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable; or promote or incite hatred or discriminatory conduct, in or near any racing area, at any time, off or on broadcast. Participants may not use any facilities, services or equipment provided or made available by MSG or its contractors to post, transmit, disseminate, or otherwise make available any such prohibited communications. Participants may not use this type of language on social media or during any public facing events such as streaming.
  - b. Violent or physical aggression or behavior - Abuse of the NASCAR Rivals Championship Tournament personnel, their respective affiliates, press, attendees, or other participants will not be tolerated. Participants must treat all individuals attending an event of the NASCAR Rivals Championship Tournament with respect.
  - c. Harassment of any kind - Harassment of any kind is strictly prohibited. Harassment is defined as systematic, hostile and repeated acts taking place over a considerable period of time, which are intended to isolate or ostracize a person and/or affect the dignity of the person.
  - d. Discriminatory words, phrases, or gestures - Offending the dignity or integrity of a private person, or group of people, a team, a brand, a sponsor, a country, through contemptuous or discriminatory words, physical gestures or actions on account of race, skin color, ethnic, national or social origin, gender, language, religion, political opinion or any other opinion, financial status, birth or any other status, sexual orientation or any other reason will not be tolerated.
  - e. Trolling - Any participant who posts inflammatory, extraneous, or off-topic messages in an online community, such as a forum, chat room, or blog, with the primary intent of provoking readers into an emotional response or of otherwise disrupting normal on-topic discussion.
86. Drivers posting negative, disruptive and brand damaging content on social media about the NASCAR Rivals Championship Tournament, the eNHPL Parties, NASCAR Heat 5, 704Games, NASCAR, Motorsport Network and their partners in general and/or any other participant, including but not limited to images and videos of game faults, may result in the participant (accordingly) being penalized, suspended and/or disqualified from the NASCAR Rivals Championship Tournament or any part of MSG competition. Positive and engaging content is highly encouraged, as long as the content is from areas permitted by MSG.
87. Rallying other Drivers to forfeit the competition - Any Drivers found to be instigating forfeits from other Drivers will be removed from NASCAR Rivals Championship Tournament competition. This includes creating group conversations on any platform asking other Drivers to retire/forfeit.
88. Driver management and personnel – no person associated with a Driver (for example, Driver’s managers or agents), other than such persons permitted by the NASCAR Rivals Championship Tournament, will be allowed on site during an event or to associate, engage or otherwise interfere with the NASCAR Rivals Championship Tournament officials or participants in any way.

## LIMITATION ON LIABILITY

89. MSG accepts no responsibility for any costs associated with any prizes or a participant's participation in the NASCAR Rivals Championship Tournament that are not expressly stated to be MSG's responsibility.
90. Additionally, each prize winner is solely responsible for all applicable federal, state and local taxes, including taxes imposed on their income.
91. MSG accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by a Driver as a result of participating in the NASCAR Rivals Championship Tournament or accepting any prize. MSG further disclaims any liability for any injury or damage to a Driver's or any other person's devices relating to or resulting from participation in or downloading any materials in connection with the NASCAR Rivals Championship Tournament, excluding (1) death or personal injury caused by MSG's gross negligence; (2) liability that arises from fraud or fraudulent misrepresentation knowingly committed by MSG; or (3) any other reason or cause which cannot be excluded by law.
92. MSG shall not be liable for any failure to comply with its obligations relating to the NASCAR Rivals Championship Tournament where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

## MISCELLANEOUS

93. All decisions by MSG in respect of Sporting Regulations, the Terms and Conditions, the Privacy Policy, and/or any applicable supplemental rules issued by MSG shall be final.
94. MSG reserves the right to modify these Sporting Regulations, the Terms and Conditions, the Privacy Policy, and/or any applicable supplemental rules at any time. This includes changes due to software updates or releases, and any other change deemed necessary by MSG.
95. These Sporting Regulations and any applicable supplemental rules will be applied by MSG in such a manner as to ensure the spirit of competition and fair play of the NASCAR Rivals Championship Tournament is upheld. Drivers should check all applicable rules and the Website prior to any race event to ensure they are in compliance with any and all rules at all times.

**WE RESERVE THE RIGHT TO CHANGE THE RULES AT ANY TIME**