

PAX Arena Almost Pro \$10k iRacing Open Official Tournament Rules

1. INTRODUCTION

The PAX Arena Almost Pro \$10k iRacing Open competition (the “**Tournament**”) is brought to you by Reed Exhibitions, a division of RELX Inc. (“**RX**”) (RX and any entity involved in supplying or fulfilling prizes, and any other entity involved in implementing, producing or managing the Tournament, in whole or in part, collectively the “**Tournament Organizers**”). The Tournament is an open competition featuring “iRacing” (the “**Title Game**”), developed and published by iRacing.com Motorsport Simulations (“**Publisher**”), who shall also be considered a Tournament Organizer for the purposes of these Official Rules. As set forth more fully in Section 3, entitled “Tournament Format”, the Tournament consists of the following series of Games and Matches (as defined herein) to be played over a seven (7) day period. Six (6) days of qualifying and one (1) day of Finals.

These Official Tournament Rules (“**Official Rules**”) govern the Tournament. These Official Rules are in addition to the rules that govern how the Title Game is played (the “**Game Play Rules**”). The Game Play Rules are set forth in Section 8, entitled “Game Play Rules”.

Each person who participates in the Tournament is referred to as a “**Player**” and must meet the eligibility requirements as described in Section 4 herein. Each Player unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions that the Tournament Organizers make about the Tournament, including without limitation decisions regarding the interpretation and implementation of these Official Rules and the administration of the Tournament. All such decisions made by the Tournament Organizers shall be final and binding in all respects and not subject to challenge or appeal. Tournament Organizers reserve the exclusive right to address and resolve any aspects of the Tournament or incidents that affect the Tournament that may not be expressly outlined in these Official Rules, and any such decisions shall be final and binding and not subject to challenge or appeal.

These Official Rules are subject to change, as determined by the Tournament Organizers in their sole discretion. The most recent version of these Official Rules will be available at <https://www.iracing.com/paxalmostpro/> (the “**Tournament Website**”), and/or may be made available at www.paxsite.com, www.reedexpo.com, or other related websites owned and/or managed by RX (the “**RX Websites**”). The Tournament Organizers may use other means to communicate with those Players who have registered for the Tournament using the contact information associated with their account or provided during registration. If a change would affect a Player’s place or standing in the Tournament if applied retroactively, that change will be applied only prospectively unless the Tournament Organizers determine in their sole discretion that such changes must be applied retroactively to ensure the integrity of game play or for legal or other reasons. Entry into the Tournament does not constitute entry into any other tournament, competition, contest or sweepstakes.

2. CERTAIN DEFINITIONS

Game – a single Title Game competition between two Teams

Match: Tournament play between two (2) Teams that may involve multiple Games.

Team: a group of not more than five (5) Players who compete in the Tournament together as a unit.

Tournament Entities – Tournament Organizers, any official sponsors of the Tournament, and each of their respective parent, subsidiary and affiliated entities, vendors, agents, and representatives, and the officers, directors and employees of all of the foregoing.

Winner or Winning Player – any Player that is officially declared a Winner as set forth in Section 10, entitled “General Prize Restrictions”.

3. TOURNAMENT FORMAT AND SCHEDULE

1. Format

Team Size: [One (1)]

Track:
[Charlotte Roval Speedway – Road Course]

Car:
[Mazda MX-5]

Setup:
[Fixed]

1a: Qualifier – Time Attack

- Drivers will utilize the Time Attack feature on iRacing to compete for fastest lap times.
- Incident-free laps are automatically registered and scored against the rest of the competition.
- Drivers can join the Time Attack session at any time throughout the qualifying period and attempt to post lap times.
- The forty (40) fastest times logged by unique, eligible competitors will qualify for the final event.

1b: Final Event – Heat Race

- The top forty (40) eligible drivers from Time Attack will be invited to a League Roster for the final event.
- Drivers must accept their League Invitation before the start of the event, or else they will be disqualified from the competition.

Race Format:

- (2x) 20-car, 15-minute Heat Race – Top 8 from each move on to Feature.
- (1x) 24-car, 15-minute Last Chance Qualifier (LCQ) – Top 8 move on to Feature.
- (1x) 24-car, 30-minute Feature Race

3.2 Schedule

The Tournament will take place from September 11, 2020 through September 19, 2020 specific times to be announced by the Tournament Organizers during or after Player registration. Players are expected to be in the online lobby at least thirty minutes prior to the start of such Player's Match start time, as further described in Section 5.3.1.

All start times are estimated (all local times):

Almost Pro Time Attack Qualifying- Thursday, September 10, 2020: 20:00 ET Start
Almost Pro Time Attack Qualifying - Wednesday, September 16, 2020: 19:59 ET End
Almost Pro Feature Race – Saturday, September 19, 2020: 14:00 ET Start

3.3 Reporting Scores

Tournament admins will manage all score reporting.

3.4 Bugs and Glitches

In the event any bug or glitch affects the gameplay or performance of a Match, the participating Player should continue to play out the complete Match and any Player who requests a rematch must provide evidence of such bug or glitch to the Tournament Organizers. All replays shall be granted at the sole discretion of the Tournament Organizers.

4. GENERAL ELIGIBILITY AND PLAYER EQUIPMENT REQUIREMENTS

4.1 Eligibility

The Tournament is open to Players who are legal residents of the United States (including the District of Columbia) or Canada and thirteen (13) years of age or older as of the respective start date of the Tournament (or such other age, if greater, as may be required by a Player's jurisdiction of residence). If a Player is under eighteen (18) years of age or has not reached the age of majority as defined by such Player's jurisdiction of residence (a "**Minor**"), the Minor's parent or legal guardian will be required to provide written consent for the Minor's participation in the Tournament prior to the start of the Tournament in a form provided by the Tournament Organizers. Officers, directors and employees of the Tournament Organizers, and each of their respective immediate family members (spouses and siblings, parents and children and their spouses) are not eligible to participate in the Tournament without express written permission from the Tournament Organizers.

All Players must be able to provide proof of identification and eligibility if requested by Tournament Organizers. (If Player is a Minor, Minor's parent or legal guardian must provide proof of identification and eligibility if requested by Tournament Organizers.) Potential Winners may be required to execute and deliver Winner Forms (as defined herein), including but not limited to proof of identification and eligibility and tax information, before they are officially declared Winners. Please see Section 10, entitled "General Prize Restrictions," for additional information.

Please note that non-U.S. Players may be subject to laws or regulations within their respective jurisdictions of residence that may restrict or limit their ability to participate in the Tournament and/or to receive or accept prizes. Non-U.S. Players whose jurisdiction of residence prohibits its residents from participating in contests/games of skill in the U.S. are not eligible. By registering for the Tournament, non-U.S. Players acknowledge that they have reviewed the applicable laws and regulations of their respective jurisdictions of residence, if any, that may restrict or limit their ability to participate in the Tournament, and have consulted with legal counsel as necessary. Non-U.S. Players further acknowledge that they are solely responsible for ensuring that their participation in the Tournament complies with all laws and regulations of their respective jurisdictions of residence.

Each Player will be known publicly by his or her real name, or gamertag or other name they use in the Title Game or otherwise choose a user name (in either instance, the "**User Name**"). Each Player represents and warrants that their User Name and logo will not violate or infringe upon the trademark, copyright, publicity rights or other intellectual property or other rights of any other person or entity and will otherwise comply with the Code of Conduct described in Section 7.

In the event that a Player is determined to be ineligible at any time and for any reason, Tournament Organizers reserve the right to disqualify the Player from the Tournament and any future events sponsored

by Tournament Organizers, and any such ineligible Player acknowledges that he or she forfeits any prizes or rights to same.

4.2 Player Equipment Requirements

In addition to the eligibility requirements described in Section 4.1 above, each Player is solely responsible for all incidentals or expenses needed to participate in the Tournament, including, but not limited to a legal, working copy of the Title Game suitable for use in the Tournament, an active membership in good standing at iRacing.com, a working personal computer or console capable of playing the Title Game, working Player Equipment (as defined below), and an Internet connection. All such costs thereof shall be borne solely by the Player, and the Tournament Entities will not be held liable for any technical difficulties arising as a result of Player's own Player Equipment and/or technology, and will not be held liable for any costs associated with a Player's participation in the Tournament.

During Tournament play, all standard equipment, including, without limitation, headsets, earbuds, microphones, monitors, consoles, controllers, cables or other equipment (collectively, "**Player Equipment**") are permitted. Macro functions (e.g. turbo buttons) are expressly not permitted. At their sole discretion, Tournament Organizers may disallow the use of any individual piece or model of Player Equipment for reasons related to Tournament security, operational efficiency, or effectiveness, or for any other reason that may affect the integrity or intended fair play of the Tournament. Please see Section 7, Code of Conduct, for additional restrictions regarding equipment usage.

5. REGISTRATION INFORMATION

All Players (or, if Minors, the parents/legal guardians of such Players) are required to register with the Tournament Organizers by providing the required information via the Tournament Website and filling out a waiver (and parental/guardian consent, if applicable) (each as provided by the Tournament Organizers), at any time prior to [WEDNESDAY, September 16, 2020, 7:59pm EST All Players are required to register prior to [Wednesday, September 16, 2020, 7:59pm EST]. Individuals that do not register or complete these forms during this period are not eligible to participate in the Tournament. The Tournament Organizers reserve the right to refuse an eligible participant's registration in the Tournament for any or no reason.

Additionally, prior to registering for the Tournament, all Players are required to have an account in good standing for the Title Game as well as an account in good standing iRacing.com. By participating in the Tournament and playing the Title Game, all Players acknowledge and agree to the Publisher's terms of service and privacy policy (the "**Publisher's Policies**") and the iRacing.com terms of service and privacy policy (the "**iRacing.com Policies**"), each of which are separate and apart from these Official Rules, and are made available by the Publisher or by iRacing.com respectively. Any information submitted in connection with the Title Game shall be processed in connection with the Publisher's Policies. Any information submitted in connection with iRacing.com shall be processed in connection with the iRacing.com Policies.

Each Player's registration information will be collected and used by (1) RX in accordance with the Privacy Policy (the "**RX Privacy Policy**") posted on <https://privacy.reedexpo.com/en-us.html>, and (2) Publisher in accordance with the Privacy Policy (the "**Publisher Privacy Policy**") posted on <https://www.iracing.com/privacy-policy/>, each of which are incorporated herein by this reference. The RX Privacy Policy and the Publisher Privacy Policy shall collectively be the "**Privacy Policy**." By registering for the Tournament, a Player agrees and acknowledges that he or she has read, understood and agree to be bound by (i) these Official Rules; and (ii) the Privacy Policy, each as may be amended. A Player is expected to review the Privacy Policy carefully before participating in the Tournament and acknowledges that, in the event of a conflict or inconsistency between the terms of these Official Rules and the terms of the Privacy Policy, the terms of the Privacy Policy shall prevail, govern and control. Notwithstanding anything to the contrary in the Privacy Policy, the Tournament Organizers may share Player information with other

Tournament Entities, who will use such information to the extent needed to perform their duties and functions in connection with the Tournament or otherwise in accordance with their own independent privacy practices. In addition, the Tournament Organizers may engage third party vendors to administer certain aspects of the Tournament, including without limitation, the collection of Player information at Tournament registration.

By registering for the Tournament, each Player (or, if a Minor, such Player's parent/legal guardian) shall be deemed to have made and entered into all of the representations, warranties and agreements contained herein and shall be obligated and bound thereby. Except as otherwise expressly set forth herein, all of the Tournament Organizers' rights pursuant to these Official Rules relate to and are exercisable against the Players as a whole and against each individual Player. Any Player who elects to end his or her participation in the Tournament, and/or is disqualified from the Tournament, will not be permitted to "re-register" to participate in the Tournament in any capacity.

6. PLAYER APPEARANCE RELEASE

By registering for the Tournament, each Player hereby irrevocably grants the Tournament Entities and each of their respective licensees, successors and assigns, permission to stream, film, photograph and record the Player's performance in the Tournament itself and in other Tournament-related activities, including the Player's name, User Name, logo, avatar, gamertag or equivalent, voice, statements, game play statistics, likeness and/or other personal characteristics, information and so-called publicity rights as they appear therein in connection with the Tournament (collectively, the "**Appearance**") and the right, but not the obligation, to distribute, exploit or otherwise use such Appearance, in whole or in part, in any and all media, now known or hereafter devised, throughout the Universe in perpetuity for any purpose, including but not limited to, to advertise, market and promote the Tournament and future related events hosted by RX, the RX Websites, the Tournament Website, the Title Game, the Tournament Entities and future tournaments.

The Tournament Entities shall have the right, in their sole discretion, to edit, composite, morph, scan, dub, duplicate, fictionalize or otherwise alter an Appearance for any purpose which the Tournament Entities deem necessary or desirable. To the fullest extent allowable under any applicable law, each Player hereby irrevocably waives any and all so-called moral rights or "droit moral" rights (which shall include, without limitation, any similar or analogous rights under applicable laws of any country in the world) he or she may have in the Appearance, and agrees that he or she will make no claim of any kind against the Tournament Entities as a result of any of the uses described above, and irrevocably and unconditionally waives and releases the Tournament Entities from any and all claims, demands, and liabilities of any kind or nature whatsoever arising out of or in connection with such use including, without limitation, any and all claims, demands, or liabilities for invasion of privacy, infringement of the right of publicity, defamation (including libel and slander) and any other personal and/or property rights. Each Player expressly acknowledges that the Tournament Entities and other Players will contribute to the Appearance and other works that will embody all or part of the Appearance. Accordingly, if under any applicable law, the above waiver or assignment by a Player of "moral rights" or "droit moral" is not effective, then each such Player agrees to exercise such rights in a manner which recognizes the contribution of such other parties and which will not have a material adverse effect upon such other parties.

The Tournament Entities each shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. The Tournament Entities shall retain the rights granted in the Appearance even if the Player is disqualified or fails to meet the eligibility requirements.

Each Player may also be required to execute a separate waiver and appearance release prior to the start of the Tournament, as determined in the Tournament Entities' sole discretion. To the extent the terms of any such waiver and appearance release conflict with the terms of these Official Rules, the terms of the waiver and appearance release shall control.

7. CODE OF CONDUCT

All Players are expected to exhibit good sportsmanship and maintain respect for one another and for all Tournament Organizers and spectators. Players must follow all instructions of the Tournament Organizers. Players are expected

to play to the best of their abilities at all times within the Tournament and to avoid any behavior inconsistent with the principles of good sportsmanship, honesty, or fair play. Any Player not competing in compliance with these Official Rules (including the Game Play Rules) or behaving inappropriately or in a manner inconsistent with the fair and honest play contemplated by these Official Rules, as determined by the Tournament Organizers in their sole and absolute discretion and even if such conduct may not be expressly prohibited by these Official Rules, may be immediately disqualified from the Tournament and thereby forfeit all prizes or rights to same. Further, the Tournament Organizers reserve the right, in their sole discretion, to ban disqualified Players from any future tournament or event organized by Tournament Organizers.

Behavior that is considered to be inappropriate and in violation of the Code of Conduct includes, but is not limited to, the following:

- Interfering with the operation of the Tournament, or the RX Websites, or the Tournament Website;
- Acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Tournament, or to annoy, abuse, threaten or harass any other person;
- Engaging in collusion (e.g., any agreement between two (2) or more Players to pre-determine the outcome of a Game or Match);
- Cheating of any sort through any means;
- Intentionally delaying or slowing gameplay or tampering with gameplay in any other known or unknown manner;
- Offensive, vulgar or obscene User Names, Player names, avatars, logos, branding or gamertags;
- Sexism, ageism, racism or any other form of prejudice or bigotry;
- Engaging in violence or any activity which is deemed in the sole and absolute judgment of the Tournament Organizers to be immoral, unethical, disgraceful, or contrary to common standards of decency;
- Engaging in any activity that is illegal in the jurisdiction where the affected Player is located;
- Offering any gift, reward, or anything else of value to a Player, Tournament Organizer, or any other person that is intended to provide a competitive advantage to the person offering the gift or reward or that is intended to impose a competitive disadvantage on any opponent;
- Betting or gambling on one's own performance or the results of the Tournament or any phase of the Tournament;
- Making any modification to the Title Game that has not been disclosed to and authorized by the Tournament Organizers;
- Intentionally using any in-game bugs, so-called "hacks," or any other illegitimate technique to seek an undue advantage;
- Using any language or wearing any clothing or apparel that is obscene, foul, vulgar, insulting, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable, or promotes or incites hatred or discriminatory conduct;
- Using any Tournament facilities, services or equipment provided or made available by the Tournament Entities to post, transmit, disseminate or otherwise make available any communications prohibited by this Code of Conduct;
- Taking any action or performing any gesture directed at an opposing Player, official or spectator, or inciting any other individuals to do the same, which is insulting, mocking, disruptive or unsportsmanlike;
- Touching or otherwise interfering with or obstructing lights, cameras or other studio equipment;
- Engaging in any other type of behavior or conduct deemed inappropriate by the Tournament Organizers in their sole and absolute discretion;
- Violating or failing to comply with any applicable law; or
- Otherwise violating these Official Rules.

Drugs & Alcohol: The use or possession of alcohol or illegal drugs during the Tournament is prohibited. A player believed to be under the influence of alcohol or illegal drugs at any time during the Tournament may be removed and prevented from taking part in any future events sponsored by the Tournament Organizers.

The unauthorized use or possession of prescription drugs by a Player is also strictly prohibited. Prescription drugs may be used only by the person to whom they are prescribed, and in the manner, combination, and quantity as prescribed.

Illegal Gambling: Any Player that the Tournament Organizers, in their sole and absolute discretion, determine may be directly or indirectly owned or controlled by a person or entity that operates sports (including sports) gambling, wagering, bookmaking, or betting sites or platforms are not eligible to participate in the Tournament and will be disqualified from the Tournament at the sole and absolute discretion of the Tournament Organizers.

Any Player who violates the Code of Conduct may be disciplined as deemed appropriate by the Tournament Organizers, including but not limited to disqualification from the Tournament, and the Tournament Organizers reserve the right to seek damages and other remedies from any such Player to the fullest extent permitted by law.

For clarification and the removal of doubt, these Official Rules do not govern relationships between the individual Players. Disputes between Players, however, may be grounds for disqualifying the applicable Players, as determined by the Tournament Organizers in their sole and absolute discretion.

CAUTION: ANY DELIBERATE ATTEMPT TO DAMAGE ANY WEBSITE OR EQUIPMENT USED IN CONNECTION WITH THE TOURNAMENT, TO TAMPER WITH THE TITLE GAME OR THE TOURNAMENT FORMAT, OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF A TOURNAMENT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD ANY PLAYER ATTEMPT TO DO THE SAME, THE TOURNAMENT ORGANIZERS RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH PLAYER(S) AND TO PURSUE ALL REMEDIES AVAILABLE TO THEM TO THE FULLEST EXTENT PERMITTED IN EQUITY OR UNDER THE LAW.

8. GAME PLAY RULES

These are the “**Game Play Rules**” governing how the Title Game is played during the Tournament.

8.1. Hardware

All Player Equipment shall be the sole responsibility of each individual Player. No equipment shall be provided by the Tournament Organizers.

8.2. Broadcasting and Observers

Players and teams may broadcast their Matches during the group stage on player or team channels. Players and teams may not broadcast their matches during playoffs, the finals, or the feature race. All Players must title their livestream as “Almost Pro \$10k iRacing Open Powered By Intel”.

8.3. Match Setup and Scoring

Tournament Organizers will coordinate with successfully registered Players via an official iRacing.com League email that contains a link to the in-game session for the Feature Race. Players that have qualified for the Feature Race will be required to click on the iRacing.com League email link and join the session at least 30 minutes prior to the start on Saturday, September 19, 2020, 14:00 ET.

8.4. Match Disruptions

8.4.1. Server Crash

In the event of a full server crash or Internet outages, Tournament Organizers may issue a replay of that particular Game, at their sole and absolute discretion.

8.4.2. Restarts

The Tournament Organizers may order a Game or Match restart due to exceptional circumstances, such as if a bug significantly affects a Player's ability to play or the Game or Match is disrupted by a Force Majeure or other event as determined appropriate by Tournament Organizers in their sole and absolute discretion.

8.5. Cheating

Any cheating, as determined by the Tournament Organizers in their sole and absolute discretion, will result in an immediate forfeiture and additional penalties depending on the severity of the infraction.

8.6. Names, Logos, Avatars and Branding Restrictions

The Tournament Organizers reserve the right to reject, in their sole and absolute discretion, names, logos, avatars or branding that violate the Code of Conduct, including without limitation, any that:

- Infringe upon the rights of any third party without explicit written permission
- Are identical to or resemble a brand or trademark
- Are identical to or resemble another identity or person
- Are identical to or resemble the name or persona of any of the Tournament Entities or other Players
- Are determined to be, in the Tournament Organizers' sole and absolute discretion, obscene, foul, vulgar, insulting, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable, or that promote or incite hatred, racial/sexual animus, or discriminatory conduct.

8.7. Sponsorships; Other Content

Players have the ability to acquire sponsorships. However, sponsors or content falling under the following categories may not be displayed during official Tournament play:

- Brands in categories that have been granted exclusive sponsorship rights for the Tournament by the Tournament Organizers
- Religious programming, political matters
- 900 numbers
- Habit-forming drugs, drug-related paraphernalia
- Herbal remedies or "miracle cure" products
- Tobacco products
- Any adult-oriented products or services (including adult-oriented pay per view programs and male enhancement products)
- Salacious products or services or other material which would generally be considered obscene or indecent
- Content that a reasonable person would deem objectionable, indecent, vulgar or offensive
- Content which promotes discrimination, hate, violence, the use of illegal substances, illegal activity, mail fraud, pyramid schemes, or investment opportunities or advice not permitted by applicable law
- Content which is unlawful, pornographic, libelous, defamatory, or violates a third party's privacy or publicity rights
- Content which constitutes hate speech
- Content which discriminates, ridicules, advocates against, harasses, or attacks an individual or group on the basis of age, color, national origin, race, religion, sex, sexual orientation, gender identity, or disability
- Any other content or activity that contravenes any applicable laws or regulations (including poker, lotteries, gambling products or other wagering activity)

9. PRIZES

Ten Thousand U.S. dollars (\$10,000.00 USD) in prizes are available in the Tournament in accordance with the chart below. Payments will be made either in United States dollars or in American Express® Gift Cards, at the Tournament Organizer's sole discretion. The approximate value of non-cash prizes is based on the value in United States dollars.

Placement	Per Place
1st Place	\$3,000
2nd Place	\$2,000
3 rd Place	\$1,500
4 th Place	\$1,000
5 th Place	\$750
6 th Place	\$600
7 th Place	\$500
8 th Place	\$350
9 th Place	\$200
10 th Place	\$100
TOTAL	\$10,000

A total of forty (40) Players will qualify for the Feature Race and each shall receive a merchandise pack with an estimated retail value of \$78USD, which shall include one (1) \$50 USD Steam Gift Card.

Players who place in the top ten (10) will also receive one (1) Intel merchandise finalist package, with an estimated retail value of \$710 USD, which shall include (1) Intel i7 CPU processor, one (1) z490 motherboard, and one (1) \$100 USD Steam gift card.

10. GENERAL PRIZE RESTRICTIONS

Each Player that has been declared the winner of a prize in the Tournament will be an official winner (each such individual, a “Winner”) only upon his or her execution and delivery of an Affidavit of Eligibility, a Liability Release, and, where imposing such condition is legal, a Publicity Release, and any required payment information and/or tax forms (“Winner Forms”) requested by Tournament Organizers. If a Winner is a Minor, the Winner’s parent/legal guardian will be required to complete Winner Forms, and any prize will be provided to the Minor’s parent/legal guardian on the Minor’s behalf. If a Player fails or refuses to sign and return all the Winner Forms within ten (10) days (or a shorter time if required by exigencies) after receiving them, the Player may be disqualified. In the event a Player is disqualified, the Tournament Organizers reserve the right, but not the obligation, to award the affected prize to the Player that last lost to the disqualified Player. Within sixty (60) days of receiving an executed copy of the Winner Forms, the Tournament Organizers will deliver to Winner the applicable prize(s).

In the event: (a) a potential Winner cannot be reached for whatever reason after a reasonable effort has been exerted or the Winner Forms are returned as undeliverable; (b) a potential Winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the time periods stated herein; (d) a potential Winner is found to be ineligible to enter the Tournament or receive the prize, (e) a potential Winner cannot or does not comply with these Official Rules, or (f) a potential Winner fails to fulfill the Winner Forms-related obligations, the potential Winner shall be disqualified from the Tournament and an alternate potential Winner may be selected, at the Tournament Organizer’s sole and absolute discretion, from among the other eligible Players. Failure to take delivery of any prize may result in forfeiture, and such prize being awarded to an alternate Winner. Prizes may not be transferred or assigned until after a Winner has complied with all his or her obligations under these Official Rules. No substitutions may be made for prize(s), except by the Tournament Organizers, who reserve the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Tournament Organizers in their sole and absolute discretion. By participating in a

Tournament, Winner acknowledges that Tournament Entities have not and will not obtain or provide insurance of any kind relating to the prizes. Winner will be solely responsible for all taxes (including but not limited to federal, state, local and/or income) and transaction fees on any prize won and on the value of any items or value transferred to the Player by the Tournament Organizers, and will be required to provide his/her Social Security number, IRS Form W-8BEN, IRS Form W-9, or equivalent information for tax reporting purposes (at a time to be determined in the Tournament Organizers' sole discretion, and which may be prior to participation in a particular round or prior to receipt of any prize by Player). The Tournament Organizers will file an IRS Form 1099 or equivalent tax withholding documentation for the retail value of any prize or other items of value transferred to the Player by the Tournament Organizers in accordance with IRS requirements, and the Tournament Organizers may also share such documentation with a state or local government agency as required by law. Refusal or failure of a Winner to satisfy the requirements of all necessary and appropriate tax, withholding or other required compliance terms (including Social Security number, IRS Form W-8BEN, IRS Form W-9, or equivalent information), as determined by the Tournament Organizers in their sole and absolute discretion, will result in the Winner forfeiting the prize(s) and an alternate Winner being selected in accordance with these Official Rules. The Tournament Organizers will award prizes subject to any applicable withholding taxes on the gross amount of the prize, and the amount of the prize transferred, as reduced by any applicable withholding taxes and transaction fees, will constitute full payment of the prize. Winners who do not claim the prize or satisfy the information or documentation requirements within six (6) months of the close of the Tournament or such earlier time as designated by the Tournament Organizers, are disqualified, and the Tournament Organizers shall have no further liability or responsibility to such Player(s) in connection with the prizes.

In the event there is a discrepancy or inconsistency between the description of a prize contained in any such materials and the description of a prize contained in these Official Rules, these Official Rules shall prevail, govern and control. All details and other restrictions of any prize not specified in these Official Rules will be determined by the Tournament Organizers in their sole discretion. Any prizes that may be depicted in advertising, promotional and/or other Tournament materials are for illustrative purposes only. The actual prize may vary

The Tournament Organizers shall not have any obligation or responsibility, including any responsibility to award any prize, to Players with regard to: (a) Players that provide inaccurate information or do not comply with or violate these Official Rules; (b) Players whose Winner Forms are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind, including but not limited to, inactive email accounts, technical difficulties associated therewith or an entrant's failure to adequately monitor his/her email accounts; (c) Players who have committed fraud or deception in entering or participating in the Tournament or claiming the prizes; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winners to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Force Majeure; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this promotion or any promotion or prize related activities.

11. DISCLAIMER OF WARRANTIES

The Tournament Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Tournament. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING AND WITHOUT ABROGATING THE PRIVACY POLICY OR THE END USER LICENSE AGREEMENT FOR THE TITLE GAME OR OTHER AGREEMENTS THAT APPLY TO THE TITLE GAME, THE TOURNAMENT ENTITIES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE TITLE GAME SOFTWARE, EQUIPMENT AND THE OPERATION OF THE TOURNAMENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND THEIR EQUIVALENTS, UNDER THE LAWS OF ANY JURISDICTION.

Although the Tournament Entities shall attempt to ensure the integrity of the Tournament, the Tournament Entities reserve the right to modify, suspend, extend or terminate the Tournament or any part thereof if the Tournament Entities determine, in their sole discretion, that the Tournament or any part thereof are delayed, disrupted, technically impaired, or corrupted by infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical problems, failures, malfunctions or other causes beyond the Tournament Entities' control which may have destroyed, corrupted or undermined the security, integrity or feasibility of the Tournament or any portion thereof as contemplated herein.

The Tournament Entities are not responsible for the actions of any Player in connection with the Tournament, including any Player's attempt to circumvent or otherwise interfere with the security, integrity, or proper conduct of the Tournament. Each Player's interactions with third parties, including other Players, in connection with the Tournament, are solely between Player and such third party. Each Player acknowledges and agrees that the Tournament Entities will not be responsible for any damages, losses, costs, expenses, or liabilities incurred as the result of such interactions.

12. IMPORTANT. PLEASE READ - GENERAL RELEASE AND LIMITATION ON LIABILITY

Each Player knowingly consents to participate in any or all Tournament activities under his or her own free will and without duress or undue influence of any third party.

BY ENTERING AND/OR OTHERWISE PARTICIPATING IN THE TOURNAMENT, EACH PLAYER, ON BEHALF OF HIMSELF OR HERSELF AND HIS OR HER HEIRS, HEREBY RELEASES, DISCHARGES AND HOLDS RX, PUBLISHER, INTEL, AND ANY OTHER TOURNAMENT ENTITIES, AND EACH OF THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, DIVISIONS, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL AND POTENTIAL, KNOWN OR UNKNOWN, SUSPECTED AND UNSUSPECTED CLAIMS, DEMANDS, CAUSES OF ACTION, COSTS, LOSSES, INJURIES, LIABILITIES AND DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION MENTAL AND/OR PHYSICAL INJURIES OR DEATH AND DAMAGES TO OR LOSS OF PERSONAL PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO PARTICIPATING IN THE TOURNAMENT, ATTENDING OR PARTICIPATING IN ANY TOURNAMENT-RELATED EVENT OR ACTIVITY AND/OR THE USE OR MISUSE OF ANY PRIZE.

The Tournament Organizers are not responsible for any incorrect or inaccurate information or other materials, on, associated with or utilized as part of the RX Websites or the Tournament Website, and the Tournament Organizers assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to the RX Websites or the Tournament Website or the field of play in the Title Game. Although the Tournament Organizers attempt to ensure the integrity of the Tournament, the Tournament Organizers are not responsible for the actions of Players in connection with the Tournament, including a Player's attempt to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Tournament. Without in any way limiting the generality of the foregoing, each Player agrees that the Tournament Entities shall not be responsible or liable for, and are hereby released from, any and all claims, costs, injuries, losses or damages of any kind, relating to any of the following:

- incomplete, lost, late, misdirected or illegible registrations or the failure to receive registrations due to any cause, including without limitation human or technical problems, failures, or malfunctions of any kind, whether originating with Player, the Tournament Organizers, or otherwise, that may prevent or limit a Player's ability to participate in the Tournament or send or receive messages requiring action or response by such Player;
- any computer system, gaming console, phone line, hardware, software or program malfunctions, or other errors, failures, hacks, unauthorized access, delayed computer transmissions or network connections which may result in alteration of Game play or affect Game results; and

- any problems or technical malfunction of any network or lines, servers or providers, equipment (including, but not limited to, Player Equipment), or software, including any injury or damage to Player Equipment resulting from participation in the Tournament.

13. **INDEMNIFICATION**

Each Player hereby agrees to indemnify, defend and hold each of the Tournament Entities and their respective officers, directors and employees (each an “**Indemnified Party**”) harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all third party damages, liabilities, costs and expenses, including reasonable outside legal fees and costs (collectively, “**Third Party Claims**”) relating to or arising out of any breach of any of the warranties, representations, covenants, obligations or agreements of the Player under these Official Rules.

The Indemnified Party shall promptly notify the Player of the existence of any Third Party Claim giving rise to indemnification under these Official Rules. In the event of a Third Party Claim, the Player shall have a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Indemnified Party shall at all times have the right to participate in such defense at its own expense. If, within a reasonable time after receipt of notice of a Third Party Claim the Player fails to undertake the defense, the Indemnified Party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) such Third Party Claim for the account and at the risk and expense of the Player. The Indemnified Party shall make available to the Player, at the Player’s expense, such information and assistance as the Player shall reasonably request in connection with the defense of such Third Party Claim. The Player will keep the Indemnified Party informed of the status of the Third Party Claim and will not settle such Third Party Claim without the Indemnified Party’s prior written consent unless the settlement includes a full and complete release of the Indemnified Party. The indemnification obligations hereunder shall survive the expiration or earlier termination of the Tournament.

14. **FORCE MAJEURE**

The Tournament Organizers reserve the right to modify, suspend, extend or terminate the Tournament or any part thereof if they determine, in their sole discretion, that the Tournament is technically impaired or corrupted or that fraud or technical problems, failures, malfunctions or other causes have destroyed, corrupted or undermined the administration, security, fairness, integrity, proper play or feasibility of the Tournament or any portion thereof as contemplated herein. In the event the Tournament Organizers are prevented from continuing with the Tournament by any event beyond its control, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the Tournament Organizers’ control (each a “**Force Majeure**” event or occurrence), the Tournament Organizers shall have the right to modify, suspend, extend or terminate the Tournament.

The Tournament Organizers, in their sole and absolute discretion, may require the replaying of any Game or Match, or declare any Game or Match or other phase of the Tournament null and void by reason of any of the foregoing. In the event the Tournament Organizers determine, in their sole discretion, that any individual Game or Match or other phase of the Tournament, has been tampered with or that the validity of any Game, Match or other phase of the Tournament has been compromised for any reason, it may eliminate that Game, Match or other phase of the Tournament, and may conduct the Tournament on the basis of the remaining Game, Match and/or other phases of the Tournament.

15. **DISPUTES**

These Official Rules shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without regard to rules or principles regarding conflict of laws. Except as otherwise provided herein, any legal suit, action or proceeding arising out of or relating to the validity, construction,

enforcement, or interpretation of these Official Rules, the operation of the Tournament, or other related matters (a “**Dispute**”), shall be resolved by first attempting a good faith informal resolution within ten (10) days of the event, act, or omission giving rise to the Claim. If such informal dispute resolution is unsuccessful, then either the Tournament Organizer or Player (collectively, the “**Parties**”) shall each be entitled to submit the dispute to binding arbitration conducted under the applicable American Arbitration Association rules then in effect. Any arbitration shall be administered by AAA and shall be conducted by a single arbitrator mutually agreed to by the Parties. In the event that the Parties cannot agree to such an arbitrator, the Parties agree to request the names of three (3) arbitrators from AAA and each Party shall be permitted to strike one (1) arbitrator from the list of arbitrators with the remaining arbitrator being selected to conduct the arbitration. Any arbitration shall be held in New York City, New York, unless another location is mutually agreed to by the parties. Any award issued pursuant to such arbitration under these Official Rules shall award attorneys’ fees and the costs of the arbitration to the prevailing Party and shall be a final judgment that may but need not be confirmed in any court having jurisdiction. Each Player, by registering for the Tournament, hereby consents to the arbitration of any Dispute, consents to the exclusive jurisdiction of and venue of such arbitration, agrees to accept service of process by mail, and waives any jurisdictional or venue defenses otherwise available to him or her (including but not limited to objections to arbitration). **By registering for the Tournament, each Player agrees that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action and that if for any reason a Dispute arising under or related to these Official Rules or the operation of the Tournament proceeds in a court of law or equity rather than in arbitration as described above, the Player hereby waives any right to a jury trial.**

16. WINNERS LIST

To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to:
Reed Exhibitions
201 Merritt 7 Corporate Park
Norwalk, CT 06851
Attn: Luke Thompson
Subject: PAX Arena – Almost Pro iRacing Open 2020

All such requests must be received within ninety (90) days after the end of the Tournament.

17. INVALIDITY/HEADINGS

These Official Rules and the other agreements referenced herein constitute the full and complete agreement and understanding between each Player and the Tournament Organizers in connection with the Tournament and replace and supersede all prior negotiations, agreements or understandings that may have been entered into between such Player and such Tournament Organizer with respect to the subject matter hereof. These Official Rules cannot be modified or amended in any way except by a written instrument signed by RX. The waiver of any term, condition, or breach of these Official Rules shall not be deemed to be a waiver of that breach or any other term or condition in the future. The invalidity or unenforceability of any provision in these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for convenience and ease of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

18. TOURNAMENT END DATE

This Tournament officially ends on September 19th, 2020 at 22:00 EDT.

19. SPONSOR

This Tournament is sponsored by Reed Exhibitions, a division of RELX Inc., 201 Merritt 7 Corporate Park, Norwalk, CT 06851.

