



OFFICIAL RULES

eNASCAR Heat Pro League Draft Rules

NO PURCHASE NECESSARY TO ENTER OR WIN (EXCEPT THE GAME, AS DEFINED BELOW, IF NOT ALREADY OWNED BY ENTRANT). VOID WHERE PROHIBITED. VALID IN THE 48 CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The eNASCAR Heat Pro League Draft (the “eNASCAR Heat Pro League Draft online race”, “Pro League Draft Event(s)” or “Draft”) is a contest where entrants (“Entrant(s)”, “Player(s)”, “player(s)”, “Driver(s)”, “driver(s)”, or “you” or “your”) will compete in daily online esports racing events against other Entrants from December 6, 2018 through January 15, 2019 (the “Draft Window”). During and after the Draft Window, up to 16 different esports race teams (“Teams”) will review Entrants’ racing performance results to select players for interview and draft as potential esports drivers for their Teams.

- 1. Binding Agreement:** In order to enter the Draft, you must agree to these Rules. Please read these Rules prior to entry to ensure you understand and agree. You agree that entering in the Draft constitutes your agreement to these Rules. These Rules form a binding legal agreement between you and 704Games with respect to the Draft.
- 2. Eligibility:** Entrants must meet all requirements in this section in their entirety to be eligible to participate in the Draft. Any Entrant who does not meet such requirements shall be deemed ineligible and will be removed from the Draft until 704Games, in its sole discretion, is satisfied that all eligibility criteria has been met. Entrants agree that 704Games can investigate and take such other action as it may reasonably require in determining eligibility. To be eligible to enter the Draft, an Entrant must:
 - a. be a U.S. citizen or permanent legal U.S. resident;
 - b. be sixteen (16) years of age or older;
 - c. if under the age of eighteen (18), have the prior written consent of a parent or legal guardian, submitted to 704Games, Attn: “eNASCAR Pro League Draft”, at the address set forth in Section 3 below or sent via email to: ParentalConsent@704games.com ;
 - d. not be an employee or agent of 704Games and its respective parent, subsidiary and affiliated companies, and each of their respective advertising/promotion agencies;
 - e. not be anyone involved in or connected to the organization and running of the Draft in any way; and
 - f. not be an immediate family member of any of the persons set forth in subsections d or e above (for the purposes of this Draft, “immediate family members” means: parents, step-parents, children, step-children, siblings or spouses).

In addition, in order to participate Entrants must:

- g. have a PS4, PS4 Pro, Xbox One, Xbox One S, or Xbox One X;
- h. have a PSN Membership or Xbox Live Gold Membership (or such other online membership relevant to their platform and which is required for them to play online);
- i. have a copy of 704Games’ NASCAR Heat 3 game (the “Game”) (updated to the latest version of the Game publicly available on the relevant platform at the time of participation in the Draft).
- j. agree to the Rules on eNASCARHeatProLeague.com that acknowledge Entrants’ unconditional acceptance of these Rules; and
- k. an Internet connection.
- l. Entrants are responsible for their own hardware and internet connection (which is recommended to be a minimum of 3 MB/s download, a ping of at least 150 and 0.5MB/s upload). Any event held during the Draft will not be rescheduled due to technical issues.

- 3. Sponsor:** The Draft is sponsored by 704Games Company (“704Games” or “Sponsor”), a Delaware corporation with a principal place of business at 301 Camp Road, Suite 104, Charlotte, NC 28206.
- 4. How to Enter:** No purchase is necessary to enter or win (unless you do not have a copy of the Game, in which case you will need to purchase the Game in order to participate). Only entries received in accordance with these Rules will be accepted. In addition, Entrants must:
 - a. register online at eNASCARHeatProLeague.com where you will create an account, and link your PlayStation and/or Xbox gamertag;
 - b. read and accept the Rules on eNASCARHeatProLeague.com by which you acknowledge that they have read and unconditionally accept these Rules;
 - c. after accepting the Rules, the you will be able to race in the Game’s eNASCAR Heat esports online races during the Draft Window as further described in Section 5 below.
- 5. eNASCAR Heat Pro League Draft Online Race Structure.** The Draft will work as follows:
 - a. Once registered, you will have access to the eNASCAR Pro League lobbies in the esports section of the Game where other registered players will also be competing. Once you have joined any of the lobbies and complete a race, your racing data will be collected for the Draft.
 - b. Each day during the Draft Window, Sponsor will change the track that players race on in order to expose players to every race track and every race series in the Game.
 - c. There are no minimum or maximum number of races required. You are strongly encouraged to complete as many races as possible during the Draft Window. The more racing data recorded, the more data the Teams will have to assess your performance.
 - d. In order for your data to be recorded for any given esports race, you must complete that race.
 - e. During and after the Draft Window, Teams will be evaluating players’ race data to determine who they may want to select to join their Team to race in 2019 in the eNASCAR Heat Pro League.
 - f. At the end of the Draft Window, the Teams will contact the players they are interested in interviewing and possibly drafting as drivers for their respective Team.
- 6. Qualifications of Teams.** The Teams will be comprised of NASCAR racing experts.
- 7. Driver Selection Process and Notification.**
 - a. There will be up to 16 different race Teams evaluating Draft race data.
 - b. Each race Team will have 1 or more employees of the Team evaluating the data from the Draft races.
 - c. Each Team will be reviewing all the data for each driver.
 - d. Each Team will have its own subjective criteria for drafting drivers (for example, but without limitation, some Teams might want aggressive drivers, others fast drivers, others might prefer drivers who race a lot).
 - e. Teams will contact drivers they are interested in interviewing via the email provided by drivers during the registration process.
- 8. General.** All federal, state and local laws and regulations apply. 704Games reserves the right to disqualify any Entrant from the Draft if, in 704Games’ sole discretion, it reasonably believes Entrant has attempted to undermine the legitimate operation of the Draft by cheating, deception, or other unfair playing practices or annoyances, abuses, threatens or harasses any other Entrants 704Games or its representatives.
- 9. Intellectual Property Rights.** As between 704Games and Entrant, 704Games retains all rights in 704Games’ and its licensor’s, as applicable, products and services and entry into this Draft will in no case serve to transfer any 704Games or its licensor’s, as applicable, intellectual property rights to Entrant. Once submitted, entries

become the sole property of 704Games. The Entrant agrees to give 704Games the right to display the entry on both the In-Game and Game website leaderboards.

10. Privacy. Entrant agrees and acknowledges that personal data submitted with an entry (including name, mailing address, phone number, and email address) may be collected, processed, stored and otherwise used by 704Games for the purposes of promoting the Draft in any media (including, without limitation, on 704Games' and its partners' social media pages), and for conducting and administering the Draft. Entrant further understands and agrees that personal data submitted may be shared with the NASCAR Teams and organizations involved in any 704Games esports series. All personal information that is collected from Entrants or from parents or guardians on behalf of Entrants is subject to 704Games Privacy Policy found at <https://nascarheat.com/privacy-policy/>. Individuals submitting personal information in connection with the Draft have the right to request access, review, rectification or deletion of any personal data held by 704Games in connection with the Draft by writing to 704Games at the address set forth in Section 3 above.

11. Publicity. By entering the Draft, Entrant agrees to participate in any media or promotional activity resulting from the Draft as reasonably requested by 704Games at 704Games' expense and Entrant agrees and consents to the use of their name and/or likeness by 704Games. 704Games will contact Entrants in advance of any 704Games-sponsored media request for interviews. 704Games reserves the right to publish the name and likeness of Entrant with the top scores, finalists and winner on its website or through other media for publicity purposes.

12. Representations and Warranty. Entrant represents and warrants that she or he:

- a. is eligible to participate in the Draft and eligible to claim any prize that she or he may win;
- b. fully and unconditionally agrees to and undertakes to comply with these Rules (and all other agreements, rules and policies referred to in these Rules) and any instruction of 704Games (and/or its nominee) in relation to the Game and the Draft; and
- c. accept that decisions of 704Games regarding all matters relating to the Draft are final and binding.

13. Indemnity. To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant or a breach of any representation or warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonably attorney's fees) arising out of or accruing from: (i) any misrepresentation made by Entrant in connection with the Draft; (ii) any defamation of any person or violation of any person's rights of privacy or publicity; (iii) any non-compliance by Entrant with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or relating to Entrant's involvement with the Draft; (v) acceptance, possession, misuse or use of any prize or participation in any Draft-related activity or participation in the Draft; (vi) any error in the collection, procession, or retention of entry information in relation to the entry and participation in the Draft by Entrant; (vii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Draft by Entrant.

14. Elimination. Any false information provided within the context of the Draft by Entrant concerning identity, mailing address, telephone number, email address, or non-compliance with these Rules may result in the immediate elimination of Entrant from the Draft, in 704Games' sole discretion.

15. Internet and Disclaimer. Neither 704Games nor any of its employees, agents or representatives shall be responsible for:

- a. any entries which are delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
- b. lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected entries, which will be disqualified.
- d. 704Games is not responsible for the policies, actions or inactions of others, which might prevent Entrant from entering, participating, or claiming a prize in the Draft .
- e. 704Games failure to enforce any term of these Rules will not constitute a waiver of that or any other provision.
- f. 704Games reserves the right to disqualify Entrants who violate these Rules or interfere with the Draft in any manner.
- g. If an Entrant is disqualified, Sponsor reserves the right to terminate that Entrant's eligibility to participate in the Draft.

16. Right to Cancel, Modify or Disqualify. If for any reason the Draft is not capable of running as planned, including infection by computer virus bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which might corrupt or affect the administration, security fairness, integrity, or proper conduct of the Draft, 704 Games reserves the right to, in its sole discretion, cancel, terminate, modify or suspend the Draft or any part thereof. 704Games further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Draft. Any attempt by an Entrant to undermine the legitimate operation of the Draft is a violation of criminal and civil laws and should such an attempt be made, 704Games reserves the right to seek damages from any such Entrant to the fullest extent of applicable law.

17. Forum and Recourse. These Rules shall be governed by, subject to and construed in accordance with the laws of the State of North Carolina, excluding all conflict of law rules. If any provision of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.