

The logo features the word "NASCAR" in a bold, italicized, white sans-serif font. To the left of the text is a stylized graphic element consisting of three horizontal bars: a yellow bar on top, a red bar in the middle, and a blue bar on the bottom, all slanted to the right.

**NASCAR™**

**HEAT**

**WORLD CHALLENGE**

OFFICIAL RULES

# “NASCAR Heat™ World Challenge” Presented by 704Games

## Contest Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING. VOID WHERE PROHIBITED. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.**

The “NASCAR Heat™ World Challenge” Presented by 704Games Contest (the “NASCAR Heat™ World Challenge online race”, “the World Challenge” or “Contest”) is a contest where entrants (“Entrant(s)”, Player(s)”, “player(s)”, or “you” or “your”) will compete in weekly online esports tournament racing events against other Entrants. 704Games judges will determine the winning entries, and prizes will be awarded all in accordance with these official Contest rules (the “Rules”).

- 1. Binding Agreement:** In order to enter the Contest, 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 Contest constitutes your agreement to these Rules. These Rules form a binding legal agreement between you and 704Games with respect to the Contest.
  
- 2. Eligibility:** Entrants must meet all requirements in this section in their entirety to be eligible to participate in the Contest. Any Entrant who does not meet such requirements shall be deemed ineligible and will be removed from the Contest 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 Contest, an Entrant must:
  - a. be thirteen (13) years of age or older;
  - b. if under the age of eighteen (18), have the prior written consent of a parent or legal guardian, submitted via email to: [ParentalConsent@704games.com](mailto:ParentalConsent@704games.com) ;
  - c. must submit a complete and valid registration at [www.nascarheat.com/world-challenge](http://www.nascarheat.com/world-challenge) ;
  - d. not be an employee or agent of 704Games, NASCAR or their respective parent, subsidiary and affiliated companies, and each of their respective advertising/promotion agencies;
  - e. not be a driver participating in the eNASCAR Heat Pro League;
  - f. not be anyone involved in or connected to the organization and running of the Contest in any way; and
  - g. not be an immediate family member of any of the persons set forth in subsections d or e above (for the purposes of this Contest, “immediate family members” means: parents, step-parents, children, step-children, siblings or spouses).

In addition, in order to participate Entrants must:

- h. have access to a PS4, PS4 Pro, Xbox One, Xbox One S, or Xbox One X;
- i. have a PSN Membership or Xbox Live Gold Membership (or such other online membership relevant to the respective platform and which is required to play online);

- j. own or have access to 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 Contest).
- k. agree to the in-Game Rules Acceptance Pop-up that acknowledges Entrants' unconditional acceptance of these Rules; and
- l. an Internet connection.
- m. 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 Contest will not be rescheduled due to technical issues.

**3. Sponsor:** The Contest is sponsored by 704Games Company ("704Games" or "Sponsor"), a Delaware corporation with a principal place of business at 1000 NC Music Factory Blvd, Charlotte, NC 28206.

**4. How to Enter:** Only entries received in accordance with these Rules will be accepted.

Entrants must:

- a. read and accept the Rules Acceptance Pop-up in the Game by which they acknowledge that they have read and unconditionally accept these Rules;
- b. after accepting the Rules Acceptance Popup in the Game, the Entrant must race in a NASCAR Heat™ 3 NASCAR Heat™ World Challenge online race and complete it by April 14, 2019.
- c. To successfully "enter" and "compete" in a Contest event the user must:
  - (1) create or enter a NASCAR Heat™ World Challenge online race during the weekly event window;
  - (2) complete the NASCAR Heat™ World Challenge online race that you have entered and post a total race time for that race to the NASCAR Heat™ World Challenge online race leaderboard (the "Leaderboard"). Note: you are free to compete in as many NASCAR Heat™ World Challenge online races as possible in order to try to post the best total race time possible, but you can only be selected as a winning entrant one (1) time, as further explained in Section 8 below.
  - (3) be "placed" on the Leaderboard based on your total race time for the event in comparison to all other Entrants who have posted total race times for the same event during that week. Only your top/best total race time for the weekly event is posted to the Leaderboard. If you run in a race and beat your previously recorded total race time, your new (better) total race time will then appear on the Leaderboard with an updated overall position on the Leaderboard.
  - (4). Once you have successfully completed a NASCAR Heat™ World Challenge online race and posted a total race time to the Leaderboard, you are deemed "entered" into the Contest.

**5. Limit one (1) entry per Entrant.** Subsequent entries will be disqualified. To be considered for the Contest, entries must be complete, as determined by 704Games, by April 14, 2019. Any Entrant not meeting the aforementioned criteria will be disqualified. All entries will be deemed made by the Entrant submitted at the time of entry.

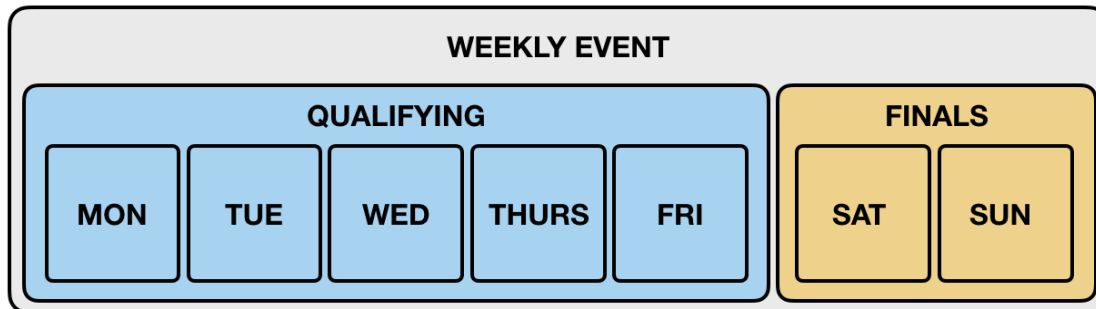
**6. Contest Period/Calendar of Events:**

<u>Week:</u>	<u>Dates:</u>	<u>Track:</u>	<u>League:</u>
Week 1	March 18th - March 24th	Daytona	Cup
Week 2	March 25th - March 31st	Eldora	Xtreme Dirt Tour

Week 3	April 1st - April 7th	Watkins Glen	Xfinity
Week 4	April 8th - April 14th	Homestead	Truck
Championship	May 5th	Charlotte	Cup

**7. The World Challenge Contest Structure.** The Contest will work as follows:

- a. The Contest will consist of a total of 4 weeks of competition. The 4 weeks of the Contest will consist of 1 week-long online “events”
- b. Each week, the Contest events will take place on both the Xbox One or the PlayStation 4.
- c. Each weekly event in the World Challenge Event will be as follows:
  - (1) All events will take place according to the schedule as further described in Section 6 above.
  - (2) Each weekly event will be 7 days long. Starting on Monday and ending on Sunday.
  - (3) Each weekly event will take place at a unique track. See the Calendar of Events in Section 6 above for the corresponding track for each week’s event.



- d. During each event week of the World Challenge Event, Entrants will set up the lobbies for each of the races that take place.
- e. The following race settings **will be locked** for each NASCAR Heat World Challenge online race that gets created by users during the World Challenge Event.
  - (1) League = See the Calendar of Events section above for the corresponding track for each week’s event.
  - (2) Track = See the Calendar of Events section above for the corresponding track for each week’s event.
  - (3) Race Length = 3%
  - (4) Tire Wear/Fuel Consumption = Normal
  - (5) Flags = Disabled
  - (6) Stages = Disabled
- f. The following race settings **can be set** for each NASCAR Heat World Challenge race that gets created by Entrants during the Contest.
  - (1) Lobby Type = Normal/Private
  - (2) Max Players = 2 to 20 Players
  - (3) All Cars = Enabled/Disabled
  - (4) Allow Stability Help = Yes/No
  - (5) Allow Custom Setups = Yes/No
- g. Total race times set by Entrants who run the event with the Stability Help setting set to either “Yes” or “No” will be displayed on the same leaderboard.

- h. The top 5 Leaderboard finishers (subject to all rules herein) from each of the 4 weeks (maximum of 20 winners) will be invited to a head-to-head race to crown a champion. The race will run on April 20, 2019. The finishing order of the race determines the winner(s). Race settings as follows:
- Track: Charlotte Motor Speedway (Cup)
  - Length: 13%
  - Flags: On
  - Stages: Disabled
  - Damage: On
  - Wear Factor: 4x
  - AI cars: disabled
  - Allow stability help: no
  - Allow custom setups: yes

## 8. How Winners are Selected.

- Entrants will be grouped into three (3) categories (A,B & C) as determined by their driving skills in the World Challenge events. Only Entrants from Group A (the top Entrants) who have not already won a previous weekly event (see Subsection 8e below) will have a chance at winning the applicable weekly race.
- Entrants will be ranked based on the Leaderboard. An Entrant can race as many times as he or she wants, but the winner will be selected based on the fastest time on the Leaderboard and pursuant to these Rules.
- In the event Entrants are tied for first place on the Leaderboard at any point, 704Games will select the first time submitted as the winning Entrant.
- At the end of each of the 4 weeks, 704Games will review the Leaderboard for that weeks' event and one (1) winner will be determined and win a weekly top prize.
- At the end of each of the 4 weeks, 704Games will review the Leaderboard for that weeks' event and five (5) entrants from Group A will be randomly selected to win a weekly random prize.
- The top five (5) winners on the Leaderboard each week will be eligible to participate in the World Challenge Championship Event on April 20<sup>th</sup>, 2019.
- Finishing first (1st) in the Group A event Leaderboard doesn't guarantee a winning entry. Entrants must first be eligible to win the prizes as set forth in these Rules. If an Entrant is deemed "not eligible" to win pursuant to these Rules in 704Games' sole discretion, 704Games will go down the Leaderboard in order of finishing position to find the highest ranked Entrant who is eligible to win.**
- An Entrant can only win once: if an Entrant is selected as the winner of one week's race events and places first on the Leaderboard in a subsequent weeks' race events, he or she will not be eligible to win the second time.**

**9. Number of Winners.** Each week, there will be 1 top prize winner and 5 random prize winners.

**10. Notification of Winners.** When a winner is identified after the close of each World Challenge event week, a representative from 704Games will contact that Entrant in order to verify eligibility and establish ongoing contact.

**11.The World Challenge Championship Event.** The World Challenge Championship Event will be an online contest taking place on April 20, 2019. The top five (5) entrants on the weekly Leaderboard will be eligible to participate in an online championship race.

**12.Prizes.** The selected winners of the weekly World Challenge events will receive an Xbox Elite or PlayStation Elite controller (based on platform played). The randomly selected winners of the weekly World Challenge events will receive a certificate for a 1-year renewal/subscription for Xbox Live or PlayStation Plus (based on platform played). The selected 1<sup>st</sup> place winner of the World Challenge Championship event will receive as Giorgio Piola STRAT-3 watch. 2<sup>nd</sup> and 3<sup>rd</sup> place will receive a certificate for a 1-year renewal/subscription for Xbox Live or PlayStation Plus (based on platform played). 704Games in its sole discretion may decide that an Entrant is ineligible to receive a prize, pursuant to these Rules.

**13.Prize Award Timing and Restrictions.** Prizes will be awarded at the conclusion of the respective part of the Contest. No transfer, substitution or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, as described for any reason. Sponsor and the Released Parties have not made and are not responsible in any manner for any warranties, representations or guarantees, express or implied, in fact or in law, relating to the prize(s), regarding the use, value or enjoyment of the prize(s), including, without limitation, prize quality, mechanical conditions, merchantability, or fitness for a particular purpose.

**14.Taxes.** In order to receive a prize, Entrants must submit tax documentation requested by Sponsor or otherwise required by applicable law, to Sponsor or a representative of Sponsor or the relevant tax authority, all as determined by applicable law. The potential winning Entrant and finalists (and if the winning Entrant or finalist is a minor, their parents or legal guardian) are responsible for ensuring that they comply with all applicable tax laws and filing requirements. If Entrant fails to provide such documentation or comply with such laws, the prize may be forfeited, and Sponsor may, in its sole discretion, select an alternate winner.

**15.General.** All federal, state and local laws and regulations apply. 704Games reserves the right to disqualify any Entrant from the Contest if, in 704Games' sole discretion, it reasonably believes Entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Entrants 704Games or its representatives.

**16.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 Contest 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 (both gamertag/gamer ID and best total race time) on both the In-Game and Game website leaderboards.

**17.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 Contest in any media (including, without limitation, on 704Games' and its partners' social media pages), and for conducting and administering the Contest. 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://www.704games.com/privacy-policy>. Individuals submitting personal information in connection with the Contest have the right to request access, review, rectification or deletion of any personal data held by 704Games in connection with the Contest by writing to 704Games at the address set forth in Section 3 above.

**18.Publicity.** By entering the Contest, Entrant agrees to participate in any media or promotional activity resulting from the Contest 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.

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

- a. is eligible to participate in the Contest 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 Contest; and
- c. accept that decisions of 704Games regarding all matters relating to the Contest are final and binding.

**20.Indemnity.** To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified Sponsor, NASCAR, Inc., Monster Energy Company, Comcast, Gander Outdoors and their respective affiliates and each of their respective employees, shareholders, officers, directors, members, successors, representatives, agents and assigns (collectively with Sponsor, the "Released Parties") 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 Contest; (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 Contest; (v) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in the Contest; (vi) any error in the collection, procession, or retention of entry information in relation to the entry and participation in the Contest 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 Contest by Entrant.

**21. Elimination.** Any false information provided within the context of the Contest 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 Contest, in 704Games' sole discretion.

**22. Internet and Disclaimer.** Neither 704Games, the Released Parties nor any of their 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.
- c. the policies, actions or inactions of others, which might prevent Entrant from entering, participating, or claiming a prize in the Contest or World Challenge Event.

In addition:

- d. 704Games failure to enforce any term of these Rules will not constitute a waiver of that or any other provision.
- e. 704Games reserves the right to disqualify Entrants who violate these Rules or interfere with the Contest in any manner.
- f. If an Entrant is disqualified, Sponsor reserves the right to terminate that Entrant's eligibility to participate in the Contest.

**23. Right to Cancel, Modify or Disqualify.** If for any reason the Contest 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 Contest, 704 Games reserves the right to, in its sole discretion, cancel, terminate, modify or suspend the Contest 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 Contest. Any attempt by an Entrant to undermine the legitimate operation of the Contest 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.

**24. 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 is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**25. Winner's List.** A copy of these Rules will be posted on [www.nascarheat.com/world-challenge](http://www.nascarheat.com/world-challenge). Interested persons can obtain a list of the Contest winners and a copy of these Rules by sending a self-addressed, stamped envelope to 704Games, Attn: "World Challenge Contest", 1000 NC Music Factory Blvd., Charlotte, NC 28206.

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