

**eNASCAR Heat Pro League Master Rulebook**

**Version 1.0**



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## 1. INTRODUCTION – eNASCAR HEAT PRO LEAGUE OVERVIEW

The eNASCAR Heat Pro League (“*eNHPL*”) is an esports series organized by Racing Pro League, LLC, whose members are 704Games Company (“*704Games*”) and RTA Promotions, LLC (“*RTAP*”), and in collaboration with NASCAR. The 2019 season is comprised of an eight (8) race Regular Season followed by a four (4) race Playoff.

There are fourteen (14) ETeams competing in the 2019 season. Each ETeam will field two (2) Drivers: one (1) Driver on PlayStation 4 and one (1) Driver on Xbox One.

## 2. PROLOGUE

This competition is open to entities (each an “*ETeam*”) that have executed an eNASCAR Heat Pro League ETeam Agreement (“*ETeam Agreement*”), along with such ETeams’ Drivers who have duly executed both the eNASCAR Heat Pro League Driver Agreement (“*ELeague Driver Agreement*”) and the eNASCAR Heat Pro League Player Professional Services Agreement (“*ETeam Driver Agreement*”).

“*Drivers*” as referred to in this Master Rulebook are individuals who:

- (A) Have a copy of the NASCAR Heat game (“*Game*”) with Xbox Live or PlayStation Plus, and have gone through the online registration process;
- (B) Have duly executed the eNHPL Driver Draft Agreement, Affidavit of Eligibility and Liability/Publicity Release (the “*Driver Draft Waiver*”), and have subsequently participated in the eNHPL Driver Draft and been drafted by an ETeam; and
- (B) Satisfy the terms and conditions of player eligibility as enumerated in Section 4 of this Master Rulebook.

Anyone under sixteen (16) years of age at the point of registration is not eligible to participate in the eNHPL.

Every participant is subject to the terms of this Master Rulebook and is required to read and agree to the terms of this Master Rulebook in its entirety. By executing the required eNHPL Driver Agreement, eNHPL participants agree to abide and be bound by the terms of this Master Rulebook.

Below is some key information about the 2019 eNASCAR Heat Pro League that will be further discussed in this Master Rulebook:

- The first event (Charlotte) is on May 26, 2019 (Onsite Event)
- The season is comprised of:
  - Eight (8) Regular Season events, and

- Four (4) Playoff events.
- For each event, participants will be given a list of the series being run, and detailed settings and event-specific competition rules for the event (that will be communicated to the Participants and also available on the Website)
- Drivers are permitted to use a controller, racing wheel and/or pedals during all events.
- This Master Rulebook governs participation in the entire eNHPL but specifically covers the format and rules relating to the Regular Season and Playoffs. Additional rules relating to the conduct of live and in-person race events (“*Onsite Events*”) covering matters including but not limited to format, rules, scoring, requirements, attendance and conduct shall be made available on the eNHPL’s official website, [www.nascarheat.com](http://www.nascarheat.com) (the “*Website*”) and through the ETeams.
- The eNHPL reserves its rights to alter, amend or supplement this Master Rulebook, and any other additional rules, regulations, guidelines, directives, memoranda, resolutions and/or bulletins issued by the eNHPL from time to time, including without limitation race event-specific competition rules and settings for each race event (hereinafter referred to as “*Supplemental Rules*”) as it considers desirable to do so.

### 3. TERMS OF ENTRY

By being eligible for and agreeing to participate in the eNHPL, including without limitation executing any applicable ETeam Agreement, ELeague Driver Agreement and/or ETeam Driver Agreement, each Driver and ETeam (“*Participants*”) accepts all terms and conditions of this Master Rulebook and any Supplemental Rules.

All Drivers (and, additionally, in the case of any Driver under the Eligible Age as defined in Section 4 of this Master Rulebook, his/her parent or guardian) who participate in and/or attend an Onsite Event will be required to accept certain additional terms and conditions (to the extent such terms and conditions are not already agreed to by Driver in Driver’s ELeague Driver Agreement and/or ETeam Driver Agreement), including without limitation:

- Any and all additional terms and conditions required by the owner of the premises at which such Onsite Event is taking place;
- An acknowledgement that Onsite Events will be recorded, and that the eNHPL and its promotional and Onsite Event will be entitled to use and exploit footage of the Onsite Event in their discretion; and
- Driver’s participation in publicity and media activities relating to the Onsite Events.

### 4. PLAYER ELIGIBILITY

All Drivers must meet all requirements in this Section in their entirety to be eligible to participate in the eNHPL. Any Driver who does not meet such requirements shall be deemed ineligible and will be removed from the eNHPL unless and until such time as the eNHPL is

satisfied that all eligibility criteria has been met. Drivers agree that the eNHPL can investigate and take such other action as it may reasonably require in determining eligibility.

The eNHPL is open to residents of the forty-eight (48) contiguous United States of America (plus the District of Columbia) where the Game and/or the eNHPL is not prohibited or unlawful (each Driver to satisfy themselves as to whether this condition is met) except:

- Persons who are under the age of sixteen (16) years as of the day they register to participate in the eNHPL
- Employees and agents of eNHPL, 704Games, RTAP, Motorsports Network, NASCAR and/or their respective parent, subsidiary and affiliated companies, and each of their respective advertising/promotion agencies
- Anyone involved in and/or connected to the organization and running of the eNHPL and/or the Game in any way; and
- Immediate family members of any of the persons set forth in the 2<sup>nd</sup> and 3<sup>rd</sup> bullet points above (and for these purposes “immediate family members” shall mean parents, step-parents, children, step-children, siblings or spouses).

A Driver is only eligible to participate if they have:

- An Xbox One, Xbox One S, Xbox One X, PlayStation 4 or PlayStation 4 Pro;
- Xbox Live Gold or PlayStation Plus Membership (as appropriate per platform);
- A copy of the Game (updated to the latest version of the Game publicly available on the relevant platform at the time they participate);
- A copy of the Windows or Mac Discord application with a live audio connection to the designated Race Control channel during all scheduled qualifying and races; and
- An Internet connection.

Drivers are responsible for their own hardware and internet connection (which is recommended to be a minimum of three (3) MB/s download, a ping of at least one hundred fifty (150) to the local server). Any event held in the eNHPL will not be rescheduled due to technical issues other than technical issues related to the Game itself, its servers, or the eNHPL platform, unless otherwise decided in the eNHPL’s sole discretion.

In registering to participate in the eNHPL, each Driver confirms that he/she:

- Is eligible to do so and eligible to claim any applicable prize that he/she may win;
- Fully and unconditionally agrees to and undertakes to comply with this Master Rulebook and all other agreements, rules and policies referred to in this Master Rulebook, including without limitation any Supplemental Rules, and any instruction of eNHPL (and/or its nominee) in relation to the competition and/or eNHPL; and
- Accepts that decisions of the eNHPL regarding all matters relating to the eNHPL and/or competition are final and binding.

If a Driver is eighteen (18) years of age or such higher majority in any relevant jurisdiction in respect of any applicable law or regulation (the “*Eligible Age*”) at the time of registration, he/she agrees that this document applies and has been complied with.

## 5. MINORS

A Driver is not eligible to enter the eNHPL if he/she is under sixteen (16) years of age at the point of registration for an account on the Website.

If a Driver is a minor at the time of his/her registration, he or she must obtain written parental or guardian consent to enter the eNHPL and claim any prize. The eNHPL may ask any Driver to provide proof of age and/or any relevant consent at any time.

In providing parental or guardian consent in accordance with this Master Rulebook and/or any other written agreement relating to the eNHPL, such parent or guardian acknowledges that he or she has read and agreed to this Master Rulebook and any and all Supplement Rules and other eNHPL agreements.

If a Driver is under the Eligible Age at the time of the Driver Draft and/or eNHPL race season (as the case may be) and such Driver qualifies to participate in the Driver Draft and/or eNHPL season, their parent/guardian must travel with the Driver and physically accompany them to, and at, any relevant Onsite Events.

## 6. PERSONAL INFORMATION

By entering the eNHPL, each Driver agrees that any personal information provided by a Driver may be utilized in the following ways (in each case, only in the manner and to the extent that Driver has expressly consented to in the ELeague Driver Agreement, ELeague Driver Agreement and Driver Draft Waiver):

- Controlled and processed in accordance with eNHPL’s published Privacy Policy, posted at <https://nascarheat.com/privacy-policy/>
- Used by the eNHPL and its sponsors, broadcast/streaming partners, agents and suppliers to administer the eNHPL, send out applicable prizes and to enable the eNHPL to promote the eNHPL in any media (including, without limitation, television and online broadcast, publishing channels and on the eNHPL’s and its partners’ social media pages) and in any other manner;
- Passed on to any eNHPL sponsor, partner and/or broadcast/streaming partner (“*eNHPL Partners*”) to promote the eNHPL in any media (including, without limitation, television and online broadcast, publishing channels and on the eNHPL’s and its partners’ social media pages) and in any other manner; and
- Shared with ETeams and organizations involved in the eNHPL.

## **7. HOW TO PARTICIPATE**

No purchase of any item or service is necessary in order to enter the eNHPL and no payment is required from Drivers to enter. Only entries received in accordance with the Master Rulebook and any applicable Supplemental Rules will be accepted. To enter eNHPL events, each Driver must create an online account on the eNHPL platform. There is no charge to register or for use of the Website.

During the registration process, each Driver will be asked to provide his/her name, email address, country of residence and date of birth and input their respective Xbox Live or PlayStation Plus gamertag. Any personal information which the Drivers submit will be controlled and used in accordance with this Master Rulebook and any applicable Supplemental Rules.

The eNHPL reserves the right to refuse a driver name and/or gamertag that eNHPL in its sole opinion determines is inappropriate, offensive or does not otherwise comply with this Master Rulebook and/or any Supplemental Rules. Notwithstanding the foregoing, eNHPL reserves the right to delete the account of a Driver who breaches this requirement without notice. Any such decision to do so by the eNHPL is final.

Entries correctly submitted via the Website will result in an acceptance message on the Website confirming their entry.

Neither the eNHPL, nor any of its owners, members, employees, agents or representatives shall be responsible for:

- Any actions taken or not taken by Driver relating to a Driver's account (and the Driver is responsible for the safety and security of his/her account);
- 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
- Lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected entries, which will be disqualified.

Once submitted, entries become the sole property of eNHPL and will not be acknowledged or returned. The eNHPL database record of the entry will be the official entry. In the event of a dispute as to any entry, the authorized account holder of the email address used to register will be deemed to be the entrant to the eNHPL (and this will be used to match the registration of the device/console on the Website).

## **8. TEAMS IN THE ENASCAR HEAT PRO LEAGUE**

Only designated ETeams who have executed an ETeam Agreement can participate in the eNHPL. Individual Drivers are selected by the ETeams. Each ETeam can enter one (1) Driver

on PlayStation 4 and one (1) Driver on Xbox One. Only the Drivers designated by the ETeams can compete.

At the end of each eNHPL race event, each ETeam's ETeam Points will be calculated by aggregating the total points from such ETeam's PlayStation 4 and Xbox One Drivers.

# eNASCAR HEAT PRO LEAGUE COMPETITION RULES

## 9. INTRODUCTION TO COMPETITION SPECIFIC RULES

All decisions made by the eNHPL are final unless the option to appeal is clearly stated.

All communication with the eNHPL shall be conducted in accordance with the Master Rulebook and any Supplemental Rules and is strictly confidential. The publication of such material without the prior written consent of the eNHPL is strictly prohibited and will result in a penalty as determined by the eNHPL in its sole discretion.

The eNHPL and eNHPL Partners reserve the right to exercise necessary authority, without limitation, to protect their interests.

## 10. CODE OF CONDUCT

All Participants are expected to conduct themselves in a manner that reflects positively on the eNHPL (and any of its affiliates), eNHPL Partners, the press, attendees, and other Participants and always comply with all applicable laws and regulations

Participants shall not engage in conduct which the eNHPL deems to be harmful to the business, reputation or relationships of the eNHPL, ETeams, the Game, NASCAR, 704Games, RTAP, Motorsports Network and/or the eNHPL Partners.

By participating in any event of the eNHPL, all Participants agree to abide by the following eNHPL Code of Conduct set out in this [Chapter 10](#).

1. **Cheating and Gamesmanship** - No forms of cheating or gaining an unfair advantage (referred to herein as “**Gamesmanship**”) in any way will be tolerated. Whether or not certain behavior rises to the level of cheating and/or Gamesmanship will be in the sole opinion and discretion of the eNHPL, including without limitation the following:
  - **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 eNHPL Race Officials.
  - **Hacking** - Any modification made to the Game or other software by any person other than by way of standard software patches or updates as may be issued by the eNHPL and/or 704Games from time to time.
  - **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 eNHPL, is not functioning as intended.
  - **Impersonation (including playing under another Driver’s account)** - Understood as (i) playing under another Driver’s account or soliciting, inducing, encouraging or

directing someone else to play under another Driver's account, or (ii) allowing a third party to play under Driver's own account.

Additionally, Participants may not intentionally delay or slow gameplay, including but not limited to stalling, disconnecting network cables, interruption of network connectivity, or any other known or unknown manner of tampering with gameplay (Race Officials will pay much attention to undesired team collusions during all races).

Participants are responsible to notify the eNHPL at the earliest opportunity of any form of cheating or Gamesmanship by any other Participant that they know of. Additionally, Participants must notify the eNHPL of any unfair Game exploits that they become aware of.

Any Participant who is deemed, in the sole opinion and determination of the eNHPL, to have cheated or behaved in any way as described above may be penalized and/or disqualified from the eNHPL.

2. **Drugs and Alcohol** - 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 eNHPL may be removed from the event and may be disqualified from taking part in any future eNHPL events.
  - For this purpose, "any given time during the event" covers twenty-four (24) hours prior to a Participant arriving at and/or engaging in the event, to twenty-four (24) hours after the conclusion of such event.
  - No Participant should be under the influence of alcohol or drugs during an event, whether it be online or an Onsite Event.
  - 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 eNHPL.
3. **Unsportsmanlike Behavior** - Any offensive, disrespectful or unsportsmanlike behavior connected to a Participant's participation in the eNHPL, including without limitation insults, threats of physical violence and actual physical violence, and including any behavior which in the eNHPL's sole opinion may bring it (or any of its members, affiliates or eNHPL Partners), RTAP, 704Games, Motorsports Network, NASCAR, any event attendee, or any other Participant into disrepute, may be punished and may lead to disqualification.
4. **Competitive Integrity** - The Drivers will compete (as applicable) to the best of their ability at all times during all eNHPL race events. Race Officials will pay higher attention to behaviors that would affect the competition.
5. **Betting and Gambling** - No betting or gambling by any Participant or anyone connected to any Participant, relating to or in connection with the eNHPL is allowed under any circumstances. Moreover, no Participant or related person may benefit directly or indirectly from any betting or gambling in connection with the eNHPL.

6. **Bribery and Gifts** - 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 eNHPL (except as authorized under an ETeam Driver Agreement and/or ELeague Driver Agreement), including services related to defeating or attempting to defeat a competing Participant (as the case may be) or services designed to throw, fix or unduly influence any event (or part of an event) of the eNHPL.
7. **General Conduct** - Participants must be respectful of the staff involved in the eNHPL, tournament organizers, sponsors, and/or eNHPL Partners at all times.
8. Participants must not use obscene gestures, language, or offensive comments, including:
  - **Hate speech or discriminatory behavior** - Participants may not use language that is deemed by the eNHPL 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 eNHPL race event, at any time, off or on broadcast. Participants may not use any facilities, services or equipment provided or made available by the eNHPL 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.
  - **Violent or physical aggression or behavior** - Abuse of the eNHPL, its affiliates, Race Officials and other employees or independent contractors, press, event attendees, or other Participants will not be tolerated. Participants must treat all individuals participating in an event of the eNHPL with respect.
  - **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.
  - **Discriminatory words, phrases, or gestures** - Offending the dignity or integrity of a private person, or group of people, a team, a brand, a sponsor, or a country, through contemptuous or discriminatory words or actions on account of race, skin color, ethnicity, 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.
  - **Trolling** - Participant shall not at any time post 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.

Any conduct that is deemed to be in violation of this Code of Conduct is punishable at the sole discretion of the eNHPL and may result in disqualification from the eNHPL.

9. **Communication** - All attempts to contact a Race Official must be done through the Website (dedicated chat or direct e-mail) or through the dedicated Discord Server, as

applicable, unless required for a particular event and therefore clearly stated in the Master Rulebook and/or Supplemental Rules. The eNHPL will not be responsible for any attempts to communicate through unofficial channels.

10. **Social Media** - Drivers posting negative, disruptive and brand damaging content on social media about the eNHPL, Participants, the Game, NASCAR, 704Games, Motorsports Network, and/or RTAP and/or its member teams and their respective partners, including without limitation images and videos of Game faults (whether such posts were made before or after the beginning of the eNHPL season), may result in penalties to the Participant, including without limitation disqualification from participating in the eNHPL.
11. **Phones during races/events** - Phones are not permitted to be used during any Onsite Events. Participants found to be capturing imagery or footage may be removed from the race event.
12. **Rallying other Drivers or forfeit the Competition** - Any Drivers found to be instigating forfeits from other Drivers will be removed from the race event. This includes creating group conversations asking other Drivers to retire/forfeit.

## 11. GAMING RULES

1. **On-track Behavior** - On-track behavior must be in line with sportsman-like behavior and appropriate, clean and competitive racing as set out below:
  - **Avoidable Contact** - Drivers who cause contact which could be avoided by taking due care and attention during a race may be penalized.
  - **Rough Driving** - Any overly aggressive or forceful driving resulting in contact between vehicles or one or more vehicle being unfairly obstructed may be penalized.
  - **Race Pace** - It is prohibited for any Driver to come to a complete stop on or beside the track without good reason or the intention of retiring and leaving the race. It is prohibited for any Driver to willfully drive their car at a pace which the eNHPL in its sole discretion considers to be fifty percent (50%) or less than the usual race pace, either on or off the track during racing conditions. Such behavior may be penalized.
  - **Driving the Wrong Way** - Driving the wrong way during any race may result in disqualification from the relevant event or such other penalty as the eNHPL may decide. In extreme circumstances, permission to drive in the wrong direction can be accepted by the eNHPL but must be undertaken in a safe and controlled manner.
  - **Forcing others off the track** - Drivers found to be forcing other cars off the track will be reviewed by the Race Officials and may be penalized.
  - **Obstructing the pit lane** - Drivers are prohibited from obstructing the pit lane and such behavior will be reviewed by the Race Officials and may be penalized.
  - **Wall-riding** - Intentionally hitting the wall in order change the car's direction and alleviating the car's need to brake for a corner may be penalized.
  - **Brake checking** - Also known as a brake test, occurs when a Driver unexpectedly and deliberately brakes very hard in front of another Driver who is following closely

behind, causing the second Driver to swerve or otherwise react quickly to avoid an accident. Such behavior may be penalized.

Punishments for violations will be at the sole determination of the eNHPL. Drivers deemed to have violated race event Code of Conduct as described in this Master Rulebook or any Supplemental Rules may be penalized and risk expulsion from an event and/or the entire eNHPL. Participants in the eNHPL are not allowed to discuss competition decisions made by the eNHPL (whether by Race Officials or any other eNHPL employee and/or independent contractor) in any stream chats or other public places in any way considered depreciating or critical of the eNHPL.

2. **In-game Penalties** - Penalties will be applied to Drivers who break certain on-track rules by the Race Officials. Any penalty applied by the Race Officials is final and cannot be discussed.

Race Officials will monitor all Drivers and will be looking for any improper driving - whether it causes a caution flag or not. If in the sole opinion of the Race Officials any Driver is driving in a manner contrary to this Code of Conduct or any other applicable rule in this Master Rulebook or any applicable Supplemental Rules, the following rules will be enforced:

- First infraction: Driver will be given a verbal warning.
- Second infraction: Driver will be required to serve a “stop and go” penalty. The Driver will have to pit within three (3) laps of the infraction.
  - Failure to serve the “stop and go” penalty within three (3) laps will result in an immediate black flag (Driver will be removed from the race).
  - If there are less than three (3) laps remaining in the race, Driver must serve the penalty before the last lap.
- Third infraction: Immediate black flag (Driver will be removed from the race).

Race Officials reserve the right to enforce accelerated penalties for flagrant violations up to and including immediate black flags. Improper driving actions late in the race are subject to accelerated penalties.

If a black flag is issued, within forty-eight (48) hours of the end of the event, a mandatory meeting will be called by the eNHPL. The Driver and a representative from their ETeam must participate in the meeting. The meetings will be held via telephone or Skype. The eNHPL will coordinate with the Driver and ETeam to select a mutually agreeable time. The purpose is to discuss the incident or incidents that led to the black flag and ensure that the Drivers and ETeams involved are prepared to continue forward in the spirit of fair competition. The eNHPL reserves the right to issue additional penalties based on the severity of the incident(s) and the outcome of the meeting.

3. **Disciplinary Procedure** - If any section of the Master Rulebook and/or Supplemental Rules is breached by a Participant, a standard formal procedure will take place as punishment. The procedure is as follows (these penalties may be applied by Race Officials in addition to any automatic penalty awarded to the Drivers by the Game).

- **Warnings** - No penalty applied but discrepancy noted. If a Driver breaks a rule referenced previously and no advantage is gained then a warning may be applied. Warnings may also be applied if a Driver is deemed to have broken any rule referenced in the Master Rulebook and/or Supplemental Rules but these rule breaks were not deemed to have been intentional and/or no advantage was gained or disadvantage was caused to other Drivers.
- **Light penalties** - Drivers who break any rules referenced in the Master Rulebook and/or Supplemental Rules and gain a minor advantage or cause a minor disadvantage to another driver may be given a penalty per incident including but not limited to a loss of ETeam Points.
- **Medium penalties** - Drivers who break any rules referenced in the Master Rulebook and/or Supplemental Rules and gain a major advantage or cause a major disadvantage to another Driver may be given a bigger penalty per incident including but not limited to a loss of ETeam Points. For example, intentionally ramming another Driver.
- **Major penalties (Disqualification)** - Drivers who intentionally break any rules referenced in the Master Rulebook and/or Supplemental Rules and purposely cause themselves or any other Driver a disadvantage may be disqualified from the race and/or future races in the eNHPL.

Driver whose conduct is considered unacceptable may be disqualified from the race and/or future races in the eNHPL.

These penalties can be given at any moment during the eNHPL. The eNHPL may follow such other procedure or apply such other penalties as it may consider suitable in the circumstances where this Master Rulebook and/or Supplemental Rules are not respected.

If a Driver drops out of the Game during a race or qualifying session (due to connection issues or otherwise), there will be no type of re-start of the session unless deemed appropriate by a Race Official. If a Driver suffers connection issues due to low bandwidth, resulting in unusual car behavior within the Game, then that Driver may be disqualified from the session where they will forfeit any points or lap times associated with that race or qualifying session. At no point will Drivers be allowed to re-join a session unless a Race Official expressly approves otherwise. For more details, please refer to your tournament specific rules.

- **Forfeit** - If a Driver chooses to forfeit a race or qualifying session or otherwise fails to complete a race or qualifying session for any reason, they will forfeit that race or qualifying session (as applicable). Drivers may not end a race or otherwise quit out of the session under any circumstances without prior approval from the eNHPL. Failure to abide by this rule may result in a penalty.
- **Restarts** - eNHPL reserves the right to restart, cancel, end or otherwise amend a race or session at any point and without prior notice, at its sole discretion.
- **Leaving a Race** - Drivers may not end a race under any circumstances without prior approval from the eNHPL Race Officials. Failure to abide by this rule may result in a penalty.

## 12. RACE OFFICIALS

The eNHPL Race Officials will have general oversight and control of the eNHPL, including the final authority for the outcome of each qualifying session and each race event. If there is a disagreement between Drivers and/or ETeams regarding the outcome of a qualifying session and/or races, any decision, or the application, enforcement, or interpretation of a rule, the Race Officials' decision will be final.

**Role and responsibilities** - The role of the Race Officials includes, but is not limited to:

- Checking and validating qualification times as reported
- Managing online races
- Refereeing all races
- Checking and monitoring Driver peripherals and racing areas at the live events;
- Managing live events
- Issuing penalties in response to rule violations during each race event
- Determining and confirming of all results
- Application of the Master Rulebook and/or Supplemental Rules and issuance of rulings in an impartial manner

## 13. 2019 SEASON SERIES DETAILS

The 2019 eNHPL season is composed of eight (8) regular season events (“*Regular Season*”) followed by four (4) playoff events (“*Playoffs*”). Participation in all events is limited to the Drivers contracted to the ETeams.

### Organization of the Regular Season

Each Regular Season event is run as a head-to-head race on the Sony PlayStation 4 and the Microsoft Xbox One on the following schedule:

| Date   | Track           |
|--------|-----------------|
| May-26 | Charlotte       |
| May-29 | Auto Club       |
| Jun-05 | ~ Open ~        |
| Jun-12 | Bristol (night) |
| Jun-19 | ~ Open ~        |
| Jun-26 | Watkins Glen    |
| Jul-03 | ~ Open ~        |
| Jul-10 | Chicagoland     |
| Jul-17 | ~ Open ~        |
| Jul-24 | Indianapolis    |

|        |                 |
|--------|-----------------|
| Jul-31 | ~ Open ~        |
| Aug-07 | Michigan        |
| Aug-14 | ~ Open ~        |
| Aug-21 | Daytona (night) |
| Aug-28 | ~ Open ~        |
| Sep-4  | ~ Open ~        |

## Championship Points

At the end of each event, points are awarded to each ETeam based on the following scale:

| Finish | Points | Finish | Points |
|--------|--------|--------|--------|
| 1      | 40     | 8      | 33     |
| 2      | 39     | 9      | 32     |
| 3      | 38     | 10     | 31     |
| 4      | 37     | 11     | 30     |
| 5      | 36     | 12     | 29     |
| 6      | 35     | 13     | 28     |
| 7      | 34     | 14     | 27     |

- ETeam Points
  - Points awarded to each ETeam's PlayStation 4 and Xbox One Drivers after each event are combined into ETeam Points. ETeam Points are what are tracked for the championship.
- Championship Points
  - Championship Points are the total of accumulated ETeam Points throughout the Regular Season and the Playoffs.

## Organization of the Playoffs

Each Playoff event is run as a head-to-head race on the following schedule:

| Date   | Track           |
|--------|-----------------|
| Sep-11 | Las Vegas       |
| Sep-18 | ~ Open ~        |
| Sep-25 | Kansas          |
| Oct-02 | ~ Open ~        |
| Oct-09 | Homestead-Miami |
| Oct-16 | ~ Open ~        |
| TBD    | Wild Card       |

- Playoff Field
  - Ten (10) ETeams (and their Drivers) will enter the Playoffs in contention for the Championship - made up of the winners of each Regular Season race (maximum of 8) followed by the ETeams with the most Championship Points after the completion of the Regular Season (“*Contenders*”). While all ETeams will continue to race, only the Contenders remain in contention for the Championship.
    - Weekly Ties. In the event that 2 or more teams earn the same number of ETeam Points in a given week, such ties will be settled as follows:
      1. Whichever ETeam lead the most cumulative laps across both races (PlayStation + Xbox).
      2. If still tied, ETeam with the lowest combined qualifying position (PlayStation + Xbox)
      3. If still tied, the final determination will be combined total race time (PlayStation + Xbox) with the lowest total race time declared the winner.
  - Each of the ten (10) Contenders will be rewarded with an additional 1,000 Championship Points prior to the start of the Playoffs.
  - After each Playoff race, the two (2) Contenders with the fewest Championship Points will be eliminated from contention for the Championship. So, after Playoff race #1, the Contender field is reduced to eight (8). After Playoff race #2, the Contender field is reduced to six (6). After Playoff race #3 – going into the final race – only four (4) Contenders will remain.
  - After Playoff races 1 and 2, each remaining Contender will be rewarded with an additional 1,000 Championship Points.
- Final Event
  - The final event of the Playoffs will be a head-to-head live race among all active ETeams and Drivers for the applicable race season.
  - As above, entering the final race, only four (4) Contenders will remain in contention for the Championship.
  - Each of the four (4) Contenders will have their Championship points set to 4,000 (all final Contenders enter the final race with equal points)
  - For the final race, Championship Points are awarded based on the top finisher for each ETeam. For example, if the Xbox player for “ETeam A” finishes first, “ETeam A” receives eighty (80) points (regardless of how their PlayStation player finishes).
  - Therefore, whichever Contender has either one of their Drivers finish ahead of the other three (3) Contenders’ Drivers wins the Championship. Second (2<sup>nd</sup>) place goes to the next Contender that has either Driver finish ahead of the other two (2) Contenders’ Drivers, and so on.

## Qualifying

Excluding the first race event of the Regular Season, qualifying for each race event will be held immediately after the completion of the previous race event.

- Each platform’s qualifying session will run in the same order of the race (e.g. if PS4 raced first in a given week, PS4 qualifying will likewise run first that week)
- Fifteen (15) minute sessions
- Drivers will make their qualifying laps in the finishing order of the race they just completed
- If you do not start your qualifying run as instructed by the Race Officials, you will forfeit qualifying and start the race at the back of the field
- You must complete your lap before the fifteen (15) minute clock expires or you will start the race at the back of the field

## **14. CONDITIONS OF PARTICIPATION**

The language in this Section 14 is meant to be supplemental to, and not in replace of, any and all similar language relating to the subject matter that may be found in the ETeam Agreements, Driver Draft Waivers, ELeague Driver Agreements and ETeam Driver Agreements (collectively referred to as the “*Governing Documents*”), and shall in no way limit and/or constrict the language found in the Governing Documents relating to this subject matter. In the event that language relating to the subject matter in this Section 14 conflicts with language of a similar subject matter found in any of the Governing Documents, the language in the Governing Documents shall control.

By registering (if applicable) and participating in the eNHPL, Drivers and ETeams agree and consent to the use and reproduction by or on behalf of the eNHPL of their name, voice, still and moving (including photographic) images and/or comments relating to the eNHPL without limitation for such promotional, merchandising, marketing and publicity purposes of eNHPL in any and all media worldwide without notice to them and without any fee being paid to them and further agree to take part in such media, marketing and publicity requirements of the eNHPL.

All events of the eNHPL will be recorded and broadcast and each Driver acknowledges and agrees that the eNHPL shall be entitled to use any such footage in its discretion.

Drivers and ETeams agree to conduct themselves in a manner that reflects positively on the eNHPL in all respects.

## **15. DRIVER RESTRICTIONS**

### **Driver Names**

Driver names and/or gamertags may not contain: obscene or suggestive language, any material which infringes a third party’s rights, or which the eNHPL feels may cause confusion during gameplay. All Driver names and/or gamertags must be approved by each Driver’s ETeam and the eNHPL.

The eNHPL reserves the right to restrict or change driver names and/or gamertags for any reason. A Driver's name is not permitted to change throughout the applicable race season unless explicitly approved by the eNHPL. The eNHPL could refer to Drivers by their full names.

## **16. PUBLICITY**

The eNHPL reserves the right to broadcast any session or race of the eNHPL including online and offline play. Drivers cannot refuse broadcasts authorized by the eNHPL. Each Participant acknowledges that the eNHPL shall be entitled to use any such footage in its discretion.

The eNHPL reserves the right to reschedule any qualifying session or race of the eNHPL to accommodate a specific broadcast time. Drivers must abide by any rescheduling as determined by the eNHPL, and a Driver's inability or refusal to participate in a rescheduled race event or qualifying session may result in a penalty.

Participants may be required to participate in publicity and media activity related to the eNHPL and by taking part agree to do so as requested by eNHPL and enumerated in the ETeam Agreements, Driver Draft Waivers, ELeague Driver Agreements and ETeam Driver Agreements.

## **17. LIMITATION ON LIABILITY**

The eNHPL accepts no responsibility for any costs associated with any prizes or a Participant's participation in the eNHPL that are not expressly stated to be its responsibility.

Additionally, each prize winner is solely responsible for all applicable federal, state and local taxes, including taxes imposed on their income.

The eNHPL accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by a Driver as a result of participating in the eNHPL or accepting any prize. The eNHPL 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 eNHPL, excluding (1) death or personal injury is caused by eNHPL's gross negligence; (2) liability that arises from fraud or fraudulent misrepresentation knowingly committed by the eNHPL; or (3) any other reason or cause which cannot be excluded by law.

The eNHPL shall not be liable for any failure to comply with its obligations relating to the eNHPL 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.

## **18. CANCELLATION**

The eNHPL reserves the right at any time, and from time to time, to cancel, change, modify, discontinue and/or suspend (temporarily or permanently) the eNHPL season (and/or any single or group of eNHPL race events and/or qualifying sessions) with or without prior notice, for reasons outside its reasonable control, including, without limitation: electronic virus or bug, catastrophic events, and anticipated, suspected or actual fraud or cheating.

## **19. MISCELLANEOUS**

All decisions by the eNHPL in respect of this Master Rulebook and/or Supplemental Rules shall be final.

The eNHPL reserves the right to modify this Master Rulebook and/or the Supplemental Rules at any time. This includes changes due to software updates or releases, and any other change deemed necessary by the eNHPL.

This Master Rulebook and the Supplemental Rules will be applied by the eNHPL in such a manner as to ensure the spirit of competition and fair play of the eNHPL 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.