

# **eNASCAR HEAT PRO LEAGUE – SEASON TWO**

# SPORTING REGULATIONS

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# INTRODUCTION

The eNASCAR Heat Pro League ("eNHPL") is a competitive racing esports league held on the NASCAR Heat ("NH") game franchise created and published by 704Games ("704"). eNHPL Season 2 ("Season 2") brings



changes to the qualifying procedure and the season structure to create a better playing and viewing experience to all fans of the eNHPL. In Season 2, in addition to the opportunity to virtually represent a real NASCAR race team, there will also be a total prize fund over \$210,000 available to participants in the league to earn winnings from based on their results.

Similar to the previous season, Season 2 will undergo a qualification period which will allow competitors to put forward their best efforts in special "Pro League" lobbies from January 30<sup>th</sup>, 2019 until February 26<sup>th</sup> 2020 ("Draft Window"). There will be 4 available challenges ("Qualification Events") within the Draft Window. It is required that all drivers are registered on <u>https://nascarheat.com/sign-up/</u> to link their gamertag with their 704 Games account to ensure their efforts are recorded and presented to the eNHPL official race teams ("ETeams").

Following the Draft Window, the drivers with the best statistical performances, as well as other invited competitors, will be asked to participate in a series of "Pre-Season" races to showcase their wheel to wheel prowess in front of the eNHPL ETeams and fans during the online livestream. The ETeams will subsequently draft their desired drivers to represent them during Season 2 at a draft event provisionally scheduled to be held in April.

This document outlines the rules and procedures that will be in effect during eNHPL competition, it does not replace the full terms and conditions of entry into the competition ("Terms and Conditions"), as well as 704Games' official privacy policy (which is also the eNHPL's official privacy policy and referred to herein as the "Privacy Policy"), copies of which can be downloaded from <u>www.nascarheat.com</u>. By competing in the eNHPL, you fully accept the Terms and Conditions, Privacy Policy, and these Sporting Regulations.

# **KEY POINTS**

- This year's competition will include a \$200,000+ prize pool to be distributed on merit.
- Online "Draft Window" qualification opens on January 30<sup>th</sup>, 2020 and ends on February 26<sup>th</sup>, 2020 with 4 separate events.
- Open to competitors on Xbox One and PlayStation.
- The Draft Window qualification has 4 separate challenges across Cup, Xfinity and Trucks. Tracks include road, speedway, short track and superspeedway variations ETeams are looking for consistency and speed across the whole calendar. A Driver is not required to participate in all Qualification Events, however, is free to do so in order to maximize his or her chances of qualification. See DRAFT WINDOW QUALIFICATION for more information.
- Draft window statistics are only recorded in lobbies with at least 5 participants and will experience reduced draft effect (except on Superspeedways).
- A driver's "Clean Driver Rating" is also recorded and presented to teams, this includes contact with other players and physical objects such as walls.
- Competitors must be 16 years of age to participate and a resident of the United States or Canada.
- ETeams will be required to make at least one space available in their roster for the draft.
- Up to 24 competitors on Xbox One and PlayStation 4 will be invited to new "Pre-Season" events where the very best will showcase their abilities to the ETeams ahead of the draft in April.
- 14 competitors on each platform are selected by the ETeams for the Pre-Season with the remaining 10 chosen by the eNHPL advisory board.
- The "Regular Season" consists of three "Segments" with 4 races in each. The winner of each segment on each platform would be a contender at the live Championship Event.



## DRAFT WINDOW SCHEDULE

Round	Open Period	Car Class	Track
1	1/30/20 - 2/5/20	Cup Series	Charlotte Motor Speedway
2	2/6/20 - 2/12/20	Xfinity Series	Bristol Motor Speedway
3	2/13/20 - 2/19/20	Truck Series	Phoenix Raceway
4	2/20/20 – 2/26/20	Cup Series	Daytona International Speedway

#### PRE-SEASON SCHEDULE

Round	Race Date	Car Class	Track
1	3/18/20	Cup	Chicagoland Speedway
2	3/25/20	Xfinity	Mid-Ohio Sports Car Course
3	4/1/20	Truck	Martinsville Speedway

ETeam Draft – TBD for invited competitors (provisionally scheduled 21<sup>st</sup>/22<sup>nd</sup> April 2020)

#### **REGULAR SEASON SCHEDULE**

Segment	Race	Race Date	Car Class	Track
1	1	4/22/20	Cup	Homestead Miami Speedway
1	2	4/29/20	Truck	Watkins Glen International
1	3	5/6/20	Xfinity	Dover International Speedway
1	4	5/13/20	Сир	New Hampshire Motor Speedway
2	1	5/20/20	Truck	Mid-Ohio Sports Car Course
2	2	5/27/20	Сир	Talladega Superspeedway
2	3	6/3/20	Xfinity	Iowa Speedway
2	4	6/10/20	Cup	Atlanta Motor Speedway
3	1	6/17/20	Truck	Eldora Speedway
3	2	6/24/20	Cup	Auto Club Raceway
3	3	7/1/20	Xfinity	Road America
3	4	7/8/20	Сир	Las Vegas Speedway
WILDCARD	N/A	7/15/20	Сир	Daytona International Speedway
CHAMPIONSHIP	N/A	TBD	Cup	TBD

#### ALL TIMES IN EST

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

#### ELIGIBILITY

- 1. To be eligible to compete in the eNHPL, the competitor must satisfy all of the requirements in these Sporting Regulations in addition to the Terms and Conditions and Privacy Policy.
- 2. Competitors are ineligible to compete if they match any of the following criteria:
  - a. Persons who are under the age of sixteen (16) years as of the day they register to participate in the eNHPL and/or Persons that do not reside in the United States or Canada
  - b. Employees, former 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
  - c. Anyone involved in and/or connected to the organization and running of the eNHPL and/or



the Game in any way; and

- d. Immediate family members of any of the persons set forth in 2 (b) & 2(c) above (and for these purposes "immediate family members" shall mean parents, step-parents, children, step-children, siblings or spouses).
- 3. If a Driver is under the age of 18 (a "Minor") at the time of his/her registration, he or she must obtain written parental or guardian consent to register for participation the eNHPL and claim any prize. The eNHPL may ask any Driver to provide proof of age and/or any relevant consent or other documentation at any time.
  - a. In providing parental or guardian consent in accordance with these Sporting Regulations and/or any other written agreement relating to the eNHPL, such parent or guardian acknowledges that he or she has read and agreed to these Sporting Regulations and any and all supplemental rules and other eNHPL agreements, including without limitation the Terms and Conditions and Privacy Policy.
  - b. If a Driver is a Minor 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 at their own expense.
- 4. A Driver is only eligible to participate in the eNHPL if they have:
  - a. An Xbox One, Xbox One S, Xbox One X, PlayStation 4 or PlayStation 4 Pro consoles;
  - b. Xbox Live Gold or PlayStation Plus Membership (as appropriate per platform);
  - c. A copy of the Game (updated to the latest version of the Game publicly available on the relevant platform at the time they participate);
  - d. An Xbox Live or PlayStation Plus account that is registered to the competitor's name
  - e. 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
  - f. An Internet connection.
- 5. 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 no greater than one hundred fifty (150) to the server).
- 6. In registering to participate in the eNHPL, each Driver confirms that he/she:
  - a. Is eligible to do so and eligible to claim any applicable prize that he/she may win;
  - b. Fully and unconditionally agrees to and undertakes to comply with these Sporting Regulations and all other agreements, rules and policies referred to in this document, including without limitation any supplemental rules, and any instruction of eNHPL (and/or its nominee) in relation to the competition and/or eNHPL; and
  - c. Accepts that decisions of the eNHPL regarding all matters relating to the eNHPL and/or competition are final and binding.
- 7. Any competitor registering for Season 2 must ensure that they can be available for all Pre-Season online events, in-person draft and media day, the online Regular Season events and the in-person Playoff Final according to the schedule above.
- 8. Gamertags may not include obscene or suggestive language, any material which infringes a third party's rights, or which the eNHPL feels may cause confusion during gameplay.
- 9. 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.



# DRAFT WINDOW QUALIFICATION

- 10. Online qualification is open to all participants that meet the eligibility requirements outlined in the Terms and Conditions.
- 11. Competitors must register and link their PSN / Xbox Live accounts at the following URL: <u>https://nascarheat.com/sign-up/</u>
- 12. If a competitor changes or has changed their account information since signing up at the above link they are strongly advised to re-link this information. eNHPL takes no responsibility for any lost race data that should be allocated to your account.
- 13. In the game, a driver should head to Online Multiplayer -> Esports -> Active Qualifier -> Join or create a lobby (must be "eNHPL Draft Qualifying" lobby).
- 14. Custom setups are permitted but not required.
- 15. Each Driver shall be able (but is under no obligation) to participate in one or more Qualification Events and on one or more platforms during the Draft Window.
- 16. A Driver is not required to participate in all Qualification Events, however, is free to do so in order to maximize his or her chances of qualification.
- 17. The Draft Window schedule is subject to change at the eNHPL's discretion.
- 18. Each competitor will have their individual driver record that details their "Clean Driver Rating" (this includes wall and car contact), wins, lap time(s) and average finish position.
- 19. For "Pro League" lobbies, the effect of draft will be reduced for all tracks except Superspeedways. –
- 20. For a competitor's statistics to be recorded, they must participate in a minimum lobby size of 5. All data recorded in lobbies of 4 or below will be excluded from consideration.
- 21. The selection of competitors for Pre-Season is at the sole discretion of the eNHPL.

#### PRE-SEASON

- 22. The purpose of the eNHPL Pre-Season is to showcase the possible draftees to the ETeams prior to the draft in April 2020.
- 23. Select invited drivers, from the Draft Window as determined by the eNHPL will compete in three pre-season races, following the schedule outlined above.
- 24. Each ETeam will be permitted to choose 1 driver from the platform(s) they have spaces open. This competitor must have either participated in Season 1 or have taken part in the eNHPL Season 2 Draft Window. There is no obligation for teams at this point to lock in their suggestions and their choices will remain private.
- 25. The remaining drivers not selected by teams for further viewing on each platform (PlayStation and Xbox) will be selected at the sole discretion of the eNHPL advisory board to compete in Pre-Season.
- 26. All Pre-Season competitors must confirm that they are able to attend the draft, the online regular season races and the championship final.
- 27. All competitors in the eNHPL Pre-Season must be un-bound from any and all professional esports organizations (other than competitors with existing NASCAR Heat Pro League ETeam contracts) and free to sign with an ETeam.
- 28. All races will be target 30 minutes in duration with x3 tire wear. Exact lap count will be communicated to drivers no less than 5 days prior to the race.

#### PRIZE POOL

- 29. There is a total \$200,000+ prize pool available for the 2020 season, split between each race result and the overall championship.
- 30. Each regular season race (12 races) will have a \$10,000 weekly pool distributed across Xbox and



- PlayStation (\$5,000 per platform) 1<sup>st</sup> Place \$2,000
- 2<sup>nd</sup> Place \$1,000
- 3<sup>rd</sup> Place \$500
- 4<sup>th</sup> Place \$400
- 5<sup>th</sup> Place \$200
- 6<sup>th</sup> Place 14<sup>th</sup> Place \$100
- 31. The Wild Card will have an increased prize fund of \$20,000 to be distributed across the Xbox and PlayStation podium (\$10,000 per platform)
  - 1<sup>st</sup> Place \$4,000
  - 2<sup>nd</sup> Place \$2,000
  - 3<sup>rd</sup> Place \$1,000
  - 4<sup>th</sup> Place \$800
  - 5<sup>th</sup> Place \$400
  - $6^{th}$  Place  $14^{th}$  Place \$200
- 32. The Championship Finals will have a \$60,000 prize pool available to the Championship Finals contenders only prize money will be allocated as follows:
  - 1<sup>st</sup> Place \$30,000
  - 2<sup>nd</sup> Place \$15,000
  - 3<sup>rd</sup> Place \$7,500
  - 4<sup>th</sup> Place \$3,250
  - 5<sup>th</sup> Place \$1,750
  - 6<sup>th</sup> Place \$1,250
  - 7<sup>th</sup> Place \$1,000
  - 8<sup>th</sup> Place \$750
- 33. A Driver's prize fund winnings will be distributed directly to that Driver within 90 days of the race concluding and the results being verified by the eNHPL race officials. Drivers must provide their banking information in a timely manner in order to receive their prize or it will be forfeited.
- 34. Additional prizes may be offered for ETeams and individuals at the eNHPL's discretion, further details will be provided as required.

# DRAFT

- 35. eNHPL ETeams have been required to make at least one space open on their roster for Season 2. They may retain a driver from season 1 at their sole discretion.
- 36. ETeams will be required to field 1 x Xbox and 1 x PlayStation competitor in the Regular Season.
- 37. ETeams must confirm the number of Drivers they will be drafting (and therefore the Drivers being released) to the eNHPL no later than February 28, 2020.
- 38. The Season 2 2020 draft is scheduled to take place in April 8, 2020.
- 39. All Driver names and/or gamertags must be approved by each Driver's ETeam and the eNHPL.
- 40. Competitors may be required to attend an on-site event at a TBC location (US-based) in order to be considered for the draft.
- 41. The draft order will be determined by the inverse of the eNHPL Season 1 end of the season standings.
- 42. Second round picks will only be made following the first round of picks.
- 43. The second round of picks will be made in the same order as the first round.



# **REGULAR SEASON**

- 44. The eNHPL Regular Season for Season 2 will be broken down into three "segments".
- 45. Each segment contains four (4) races with varying car and track combinations.
- 46. Each competitor will receive points for their performance (listed below).
- 47. The highest placed competitor in the standings for that segment, within their console split, will win their place at the Championship Finals.
- 48. Should the highest placed competitor in the segment standings already be qualified for the Championship Finals, the spot in the Championship Finals will be allocated to the competitor with the most number of points at the end of the regular season when considering all 12 races (and excluding already qualified competitors). Should there be more than one segment with the top competitor being already qualified, this process is repeated.
- 49. Every ETeam and eNHPL selected competitor is required to compete in all race events and rounds of Season 2.
- 50. The specific race format is TBD by the eNHPL.
- 51. Should it be required, the eNHPL reserves the right to amend the duration of any session as appropriate and at its sole discretion.
- 52. Depending upon the success of a competitor, as suggested above, they will be allocated points based on their finishing position. The point scheme will be determined at a later date.

1st: 40 points
2nd: 30 points
3rd: 25 points
4th: 20 points
5th: 19 points
6th: 18 points
7th: 17 points
8th: 16 points
9th: 15 points
10th: 14 points
11th: 13 points
12th: 12 points
13th: 11 points
14th: 10 points

- 53. ETeams are permitted to make changes to their Drivers at any point during Season 2 at their discretion (excluding the Championship Finals), provided the replacement competitor has participated in either the Draft Window, Pre-Season or any other relevant competition hosted by 704 Games.
- 54. Each ETeam can be represented in the eNHPL through the use of a custom livery showcasing their sponsors.
- 55. One livery, per car type, per ETeam may be requested per segment.
- 56. Requests for liveries must be made no later than 30 days before the start of a segment with the appropriate render/artwork and logos in vector form.
- 57. ETeam liveries may not include:
  - a. Vulgar or offensive language or images.
  - b. Any link to content and/or products that may be considered ethically questionable to the eNHPL.
  - c. Logos, text or any other copyrighted or protected intellectual property that does not belong to the ETeam unless the ETeam has express written permission from the holder of the



intellectual property in question and can or provide this immediately to the eNHPL upon request.

- d. eNHPL may request at its discretion for logos of eNHPL partners to be standardized on all cars competing with contingency space reserved on the front fender. ETeams will be notified no fewer than 30 days before this would be a requirement.
- 58. Should liveries from two Eteams be too similar (in the opinion of the eNHPL), the eNHPL reserves the right to request changes to ensure clarity. Priority will be given to the ETeam that submits their information first.
- 59. Each car will be required to run a 1- or 2-digit number.

## WILD CARD RACE

- 60. The wild card race is an end of Regular Season last chance for competitors to win a place in the Championship Finals from a single race ("Wild Card").
- 61. The highest placed non-qualified competitor for each platform split will be considered a Championship Contender at the Championship Finals.
- 62. The exact format for the Wild Card will be confirmed at a later date by the eNHPL.

## CHAMPIONSHIP FINALS

- 63. As per the rules of the Regular Season and Wild Card, there will be 4 drivers from each platform (1 from each segment plus 1 from the Wild Card), making 8 qualified competitors eligible to fight for the championship ("Championship Finals").
- 64. All competitors on an ETeam roster will be required to attend the Championship Finals.
- 65. Further details and a dedicated sporting regulations document specific to the Championship Finals will be released at a later date.

# OFFICIALS AND BRIEFINGS

- 66. The eNHPL will appoint officials to oversee each event.
- 67. In any interpretation of the rules, the final decision is that of the eNHPL Race Director.
- 68. In the absence of the Race Director for whatever reason, their assistant takes this role and responsibility for decision making.
- 69. Appeals must be made within 24 hours after the end of an event to the competition email address (to be provided at a later date to competitors and teams)
- 70. By participating in the eNHPL, competitors agree to the eNHPL's sole jurisdiction in sporting matters.
- 71. Should competitors choose to become disruptive following a decision made by the event officials they will be referred to the section "CODE OF CONDUCT" which outlines the consequences of these actions.
- 72. It is imperative that all drivers are present at the briefings conducted within discord (or a suitable alternative) by the Race Director or their assistant. These briefings will take place 30 minutes prior to the first session. Failure to attend may result in a competitor being unable to participate in the main event. Further details will be shared with competitors who are drafted by ETeams for Season 2.
- 73. Additional briefings may be requested by the Race Director or their assistant. It is imperative at least one ETeam member attends ad-hoc meetings and take responsibility of passing on any required information to their other ETeam members.

# EQUIPMENT AND SETUP (REGULAR SEASON)

74. Competitors may use either a controller or steering wheel set at their preference during the Draft



Window.

- 75. Competitors are advised that the Regular Season is likely to require mandatory use of a wheel and pedals setup provided by an eNHPL sponsor.
- 76. Notwithstanding the above and anything in these Sporting Regulations to the contrary, the eNHPL may make reasonable accommodations for competitors pursuant to the Americans with Disabilities Act (as amended) (the "**ADA**"). The decision as to whether such accommodations are necessary in each instance under the ADA, and/or whether such accommodations would adversely affect league play, shall be determined by the eNHPL in its sole discretion.
- 77. Competitors must have a communications device capable of receiving video conference calls with a camera facing the competitor at no lower resolution than 1080p.
- 78. Competitors are further required to record their race event using either their console's internal storage or an external camera without the screen being obstructed. The eNHPL officials may request within 24 hours of a race the footage from this recording. Failure to provide this footage upon request may result in disqualification from that session at the discretion of the officials
- 79. ETeams are permitted to adjust controller settings and car setups.
- 80. Should there be an issue with the equipment provided, please refer to the "EQUIPMENT FAILURE AND TECHNICAL ISSUES" section of these Sporting Regulations.

## QUALIFYING AND GRID ORDER

- 81. To determine the grid order for each race in the Pre-Season, Regular Season and Wild Card, there will be a 15-minute qualifying session using the same car and track combination as announced for the race itself.
- 82. The participant with the lowest time will start on pole position and the highest time will start in last place.
- 83. Throughout the qualifying session, eNHPL officials will be monitoring the participants. If a participant's actions are deemed to be against these Sporting Regulations or the spirit of the competition, the eNHPL may choose to penalize that competitor and/or ETeam.
- 84. Should a competitor fail to set a time during a qualifying session for any reason, their lap time will be set to 10 minutes (600 seconds) for the purpose of calculating the starting grid.
- 85. If more than one competitor fails to set a time, this portion of the grid will be randomly allocated by the eNHPL.
- 86. Should two competitors end the session with the exact same time, priority will be given to the competitor that set the lap time first.

# CHAMPIONSHIP FINALS: EQUIPMENT AND SETUP

- 87. The eNHPL will provide all competitors with their required equipment to race. No equipment may be substituted by the competitors.
- 88. Drivers must compete using the provided steering wheel and pedals. Competitors are prohibited from competing with a handheld controller.
- 89. Notwithstanding the above and anything in these Sporting Regulations to the contrary, the eNHPL may make reasonable accommodations for competitors pursuant to the Americans with Disabilities Act (as amended) (the "**ADA**"). The decision as to whether such accommodations are necessary in each instance under the ADA, and/or whether such accommodations would adversely affect league play, shall be determined by the eNHPL in its sole discretion.
- 90. ETeams are permitted to adjust controller settings and car tuning.
- 91. Should there be an issue with the equipment provided, please refer to the "EQUIPMENT FAILURE AND TECHNICAL ISSUES" section of these Sporting Regulations.



# RACING CONDUCT, RULES AND ETIQUETTE

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

# PENALTIES

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

- 99. Reprimand The Race Director or their assistant may warn a Driver or ETeam prior to additional sanctions at their discretion. These warnings will be officially recorded and may be used when deciding subsequent penalties.
- 100. Post-Race Penalty this penalty is applied by the Race Director or their assistant at any point following the conclusion of the race. The penalty may be of any length and added on to the total time from the previously verified results. Post-race penalties may also include race bans or exclusion from the official results.
- 101. Points penalty this penalty is applied by the officials to any of the points tables for the Pre-Season, Regular Season, Segment Standings and the Championship Finals. This points penalty can be of any size, at the discretion of the officials.
- 102. Race Ban in extreme circumstances the race officials may find the actions, attitude or behavior of a competitor/ETeam to be contrary to the spirit of the competitions and find that this is worthy a ban for length determined by the officials. This ban can apply to Drivers and ETeams.

# STARTING PROCEDURE

- 103. Competitors are instructed to be available to join the lobby prior no later than 30 minutes prior to the start of an event, if there was a previous qualifying session they may be required to stay in the lobby.
- 104. It is the ETeam's responsibility to ensure that their Drivers are in the correct car which they have nominated to use at the race in question, with the correct livery applied failure to do so will result in a penalty.
- 105. Prior to the start of a race, the officials will inform the competitors that the race sequence is about to begin.
- 106. Once the transition to the start of the race has begun there is no longer an opportunity for the to



check the performance of equipment. Therefore, subsequent equipment performance will be considered unfortunate for that competitor but there will be no further opportunity to rectify the problems without affecting the race.

- 107. Should the transition to race fail for a competitor, all competitors will be asked to leave the lobby and the race start procedure will start again.
- 108. In the case of consistent failures for competitor(s) to connect to the race, the race officials may determine at their discretion to proceed without the competitor(s).

# EQUIPMENT FAILURE AND TECHNICAL ISSUES

Despite the considerable resources and experience committed to running the eNHPL in the most efficient manner, the eNHPL recognizes that sometimes issues occur outside of the eNHPL's control.

- 109. As outlined in the starting procedure above, the competitors are responsible for checking the working order of their equipment prior to the start of the race.
- 110. Technical issues during the race may be treated as unfortunate.
- 111. Should a technical issue force retirement from a race that competitor/team shall count as "retired" and receive only the number of points allocated to the position that they would be at full race distance. For example, if a retirement occurs for a team in 4<sup>th</sup> place when then are 14 cars still running out of an initial 16 then the points for 14<sup>th</sup> place would be awarded.
- 112. If there is a catastrophic network failure which affects the lobby host, the following procedure will be followed.
  - a. If a failure happens within the first 10% of the race, the race will be red flagged and restarted from the beginning, with competitors taking their initial grid starting position.
  - b. If a failure happens within 10-75% of the race, the race will be red flagged, and the race will restart with the competitors taking their positions at the start of the lap prior to when the failure occurred. The race will run for the length of the remaining laps.
  - c. If a failure occurs in the final 25% of the race, the race will be red flagged, the result will stand as of the last lap completed.

# MEDIA, FILMING AND CLOTHING

- 113. The eNHPL reserves the right to broadcast any session or race of the eNHPL, including without limitation online and offline play, and any portion of Season 2 (such as the Draft Window). 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.
- 114. 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.
- 115. As part of their acceptance to enter eNHPL, competitors will be required to be available for filming and media purposes. Failure to meet these requirements may result in penalties for the individual driver and/or their team.
- 116. The entirety of the eNHPL Pre-Season, Regular Season, Wild Card and Championship Finals are intended to be broadcast live on a variety of platforms.
- 117. Drivers are encouraged to utilize their personal social media accounts to promote their activities but are reminded that comments against the spirit of the competition or that are derogatory in nature towards the eNHPL, 704 or the ETeams (as determined in the eNHPL's discretion) may



result in negative consequences for a competitor and/or their ETeam.

- 118. Team clothing will be required to be worn at all times during competition when competitors might be seen on camera.
- 119. ETeams must provide their Drivers with team apparel that includes the ETeam logo for any media appearances. Any other logos or other intellectual property not belonging to ETeams must have written permission from the relevant 3<sup>rd</sup> parties available on demand from the eNHPL.
- 120. The production crew may wish to interview competitors live through a videoconferencing application during the online Regular Season. Only competitors with suitable ETeam clothing and professional clean background will be considered.

#### CODE OF CONDUCT

- 121. By participating in the eNHPL, all competitors agree to be bound by Sporting Regulations, the Terms and Conditions, the Privacy Policy, and any other written agreement between the competitors and the eNHPL. Any conduct that is deemed to be in violation of this Code of Conduct is punishable at the sole discretion of the organizers and may result in disqualification from the eNHPL.
- 122. All participants are expected to conduct themselves in a manner that reflects positively on the eNHPL, 704, the ETeams and any of their respective affiliates (collectively referred to herein as the "eNHPL Parties"), press, attendees, and other participants and comply with all applicable law and regulation at all times.
- 123. Participants shall not engage in conduct which the eNHPL deems to be harmful to the business, reputation or relationships of the eNHPL Parties or their partners.
- 124. No forms of cheating, unfair gameplay, gamesmanship or gaining an unfair advantage in any way will be tolerated. This includes, but is not limited to:
  - a. Hardware modification Any modification made to a piece of hardware allowing it to function in a way the manufacturer did not intend. This includes adding or inserting anything not originally on the hardware configured by the organizers.
  - b. Hacking Any modification made to the game or other software by any person other than by way of standard software patches or updates.
  - c. Exploiting game glitches Intentionally using any in-game bug to seek an advantage. Exploiting is defined as utilizing any game function that, in the sole determination of the organizers, is not functioning as intended.
  - d. Impersonation (including playing under another driver's account) to be understood as playing under another driver's account or soliciting, inducing, encouraging or directing someone else to play under another driver's account.
  - e. Collusion Any agreement among two (2) or more participants and/or other persons to affect any competition or race and/or opposing drivers.
- 125. Any other behavior as determined to be cheating, unfair gameplay, gamesmanship or gaining an unfair advantage in any way by organizers.
- 126. Participants are responsible to notify the organizers at the earliest opportunity of any form of cheating, unfair gameplay, gamesmanship or gaining an unfair advantage by any other participant that they know of.
- 127. Competitors must notify the eNHPL of any unfair exploits that they become aware of. Any participant who is deemed, in the sole determination of the eNHPL, to have cheated or behaved in any way as described above may be penalized, suspended and/or disqualified from the eNHPL.
- 128. 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.

- a. For this purpose, "any given time during the event" covers 24 hours prior to a participant arriving at the event, to the conclusion of such event.
- b. No participant should be under the influence of alcohol or drugs during an event, whether it be online or onsite.
- c. The excessive drinking of alcohol and taking of any illegal or performance enhancing drugs is strictly forbidden at any time during an event of the eNHPL.
- 129. Each Driver will compete to the best of their ability at all times during the eNHPL.
- 130. 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 competitor or related person may benefit directly or indirectly from any betting or gambling in connection with the eNHPL.
- 131. 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.
- 132. Participants must be respectful of the staff involved in the eNHPL Parties, tournament organizers, sponsors, and/or partners at all times. Participants must not use obscene gestures, language, or offensive comments, including:
  - a. Hate speech or discriminatory behavior Participants may not use language or physical gestures that is deemed by 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 racing area, 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.
  - b. Violent or physical aggression or behavior Abuse of the eNHPL Parties' personnel, their respective affiliates, press, attendees, or other participants will not be tolerated. Participants must treat all individuals attending an event of the eNHPL with respect.
  - c. Harassment of any kind Harassment of any kind is strictly prohibited. Harassment is defined as systematic, hostile and repeated acts taking place over a considerable period of time, which are intended to isolate or ostracize a person and/or affect the dignity of the person.
  - d. Discriminatory words, phrases, or gestures Offending the dignity or integrity of a private person, or group of people, a team, a brand, a sponsor, a country, through contemptuous or discriminatory words, physical gestures or actions on account of race, skin color, ethnic, national or social origin, gender, language, religion, political opinion or any other opinion, financial status, birth or any other status, sexual orientation or any other reason will not be tolerated.
  - e. Trolling Any participant who posts inflammatory, extraneous, or off-topic messages in an online community, such as a forum, chat room, or blog, with the primary intent of provoking readers into an emotional response or of otherwise disrupting normal on-topic discussion.
- 133. Drivers posting negative, disruptive and brand damaging content on social media about the eNHPL Parties, the game, 704Games, the Race Team Alliance, RTA Promotions, NASCAR, Motorsport Network and their partners in general and/or any other participant, including but not limited to images and videos of game faults, may result in the participant (accordingly) being penalized, suspended and/or disqualified from the eNHPL or any part of eNHPL competition. Positive and engaging content is highly encouraged, as long as the content is from areas permitted by the eNHPL.
- 134. Rallying other Drivers to forfeit the competition Any Drivers found to be instigating forfeits from



other Drivers will be removed from eNHPL competition. This includes creating group conversations on any platform asking other Drivers to retire/forfeit.

135. Driver management and personnel – no person associated with a Driver (for example, Driver's managers or agents), other than such persons permitted by the eNHPL, will be allowed on site during an event or to associate, engage or otherwise interfere with the eNHPL, ETeams or participants in any way.

# LIMITATION ON LIABILITY

- 136. 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 the eNHPL's responsibility.
- 137. Additionally, each prize winner is solely responsible for all applicable federal, state and local taxes, including taxes imposed on their income.
- 138. 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 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.
- 139. 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.

# MISCELLANEOUS

- 140. All decisions by the eNHPL in respect of Sporting Regulations, the Terms and Conditions, the Privacy Policy, and/or any applicable supplemental rules issued by the eNHPL shall be final.
- 141. The eNHPL reserves the right to modify these Sporting Regulations, the Terms and Conditions, the Privacy Policy, and/or any applicable supplemental rules at any time. This includes changes due to software updates or releases, and any other change deemed necessary by the eNHPL.
- 142. These Sporting Regulations and any applicable 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.

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