

rFactorcentral.com The Friday Fives

1. TERMS & CONDITIONS

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The Competition will be run multiple times at different Specified Times as determined by the Promoter in its absolute discretion. Each Competition run at a Specified Time is subject to the following Terms and Conditions

1. Definitions

In these Terms and Conditions the following words shall have the following meanings:

“First Prize”: each Winner will receive US\$30.00.

“Runner Up Prize”: each Runner Up will receive US\$10.00.

“Third Through Fifth Placed Prize”: each Third Place, Fourth Place and Fifth Place Entrant will receive US\$5.00.

“Winner”: means the Entrant who is first in each Competition (run at the Specified time) for the Race, as determined by the Promoter. See further details at 3 below.

“Runner Up”: means the Entrant who is second in the Competition (run at the Specified Time) for the Race as determined by the Promoter. See further details at 3 below

“Third Place”, “Fourth Place” and “Fifth Place”: means respectively the Entrant who is third, fourth and fifth in the Competition (run at the Specified Time) for the Race as determined by the Promoter. See further details at 3 below

“Closing Date”: means the completion of each Competition (run at the Specified Time) on the Promoters Servers (“Race Servers”).

“Competition”: means the competition run at the Specified Time, to win the Race, subject to these Terms and Conditions.

“Entrant”: means any person who is a Registered User of the Site and who enters the Competition and is eligible to do so under these Terms and Conditions.

“Entry Price”: The Entry Price is US\$5 paid at the time of registering for the Competition.

“Final Registration Date”: means the earlier of the time in which 12 Entrants enter each Competition or 5 minutes prior to the start of the Specified Time Competition.

“Other Runners Up Prizes”: The Company may, at its absolute discretion, decide to award other prizes with respect to the Race. If this occurs the Company shall notify Entrants of such prizes on the Site.

“Place of Residence”: means an Entrants normal place of abode.

“Prizes”: means First Prize, Runner Up Prize and Third Through Fifth Placed Prize for each Competition run at the Specified Time.

“Promoter” and / or “Company”: means Ignite Skill Gaming Incorporated of 330 Townsend Street, Suite 236 San Francisco

“Race”; means the race on a track (and version) specified by the Promoter on the Site for the Competition at the Specified Time using the car(s) (and version) specified by the Promoter on the Site for the purposes of the Competition at the Specified Time run on the Race Servers.

“Registered User” means a person who has a user name and password for access to the Site.

“Site” means rFactorcentral.com

“Specified Time” means the time for a Competition as run on the Race Servers and as notified by the Promoter on the Site.

“Winners”: means the Winner, Runner Up, Third Place, Fourth Place and Fifth Place inclusive in each Competition run at the Specified Time and Entrants entitled to Other Runners Up Prizes, if any.

2. Entrance to the Competition

2.1 This Competition is open to all persons over 18 years of age who are a Registered User of the Site except the Promoter’s employees or members of their immediate family, agents or any other person who is connected with the creation or administration of this Competition. By entering the Competition you confirm that you will upon request of the Promoter provide proof of your identity in a form satisfactory to the Promoter.

2.2 The Entrant undertakes that for the duration of the Competition he/she will use the same rFactor name. Any attempt to use more than one rFactor name during the course of the Competition or to change your rFactor name during the course of the Competition will result in a breach of these Terms of Conditions and cancellation of the Entrants participation in the Competition under clause 4 below.

2.3 By entering the Competition you represent and warrant that you have **(a)** read and understood these Terms and Conditions, **(b)** agree to be bound by them and by any other requirements of the Promoter as set out in any related promotional material and **(c)** have not breached and will not breach any of these Terms and Conditions.

2.4 The Competition is governed by Californian Law but conducted in accordance with the relevant laws of the Jurisdictions in which it is operated. Any matters relating to the Competition will be resolved under Californian Law and any party wishing to make a claim in relation to the Competition or these Terms and Conditions agrees to submit to the exclusive jurisdiction of the Courts of Californian.

2.5 By entering this Competition, each Entrant confirms that he or she is not breaching any laws in his or her country of residence regarding the legality of entering the Competition. The Promoter will not be responsible for any Entrant entering the Competition unlawfully or otherwise in breach of local legislation or other legal rules. All Entrants are advised to check their local legislation and other legal rules before entering the Competition and if in any doubt as to whether or not you may enter the Competition, you should immediately leave this Website and check with the relevant authorities in your country of residence.

2.6 By entering this Competition, each Entrant gives the Promoter and the Site to use each Entrants ‘in game footage and related information including, sound, video recording, and other technical data for promotional purposes, both immediately and in the future, unless strictly prohibited by law. The Entrant acknowledges and agrees that these rights are owned by the Promoter to use as it sees fit and the Entrant consents to the use of such information now and at any time in the future.

2.7 The Competition may be entered as follows:

2.7.1 Entering On-Line:

A person may, until the Final Registration Date, enter the Competition for the Specified Time by logging into the Site and registering for the Competition at the Specified Time.

2.7.2 Payments for Entering Competition

The Entrant must pay US\$5 by entering any credit or debit card details or any other acceptable payment methods as outlined on the Site. The Entrant warrants and represents that he/she is authorized to use the credit card or other debit card details which you give the Promoter to pay for entry.

Please note that you will not be deemed validly entered into the Competition until payment has been confirmed by the Site.

2.7.3 Delivery or Prizes

For the avoidance of doubt any Prizes will only be paid to the winning named Entrant and not the name of the credit or debit card holder if different and you agree to indemnify the Promoter in full for any and all liabilities, costs, claims and legal costs incurred by it in the event the credit or debit card holder makes any claim against the Promoter and arising from the use by you of their details without their authority.

3. Determining the Winners

3.1 The Competition run at the Specified Time will automatically close on the Closing Date.

3.2 After the Closing Date, the **Winners** will be determined by the Promoter determining which Entrants have completed the Race without breaching any of these Terms and Conditions and fall within the respective definition of Winners as outlined in these Terms and Conditions.

3.3 Entrants may be required to provide the Promoter with replay files of their participation in the Competition to aid the Promoter in its determination under clause 3.2 above.

3.4 All decisions of the Promoter as to who are the Winners will be final and binding on the Entrants and no correspondence will be entered into.

3.5 In the case of a dead heat in for any Prize the relevant Prize will be split evenly between the relevant Entrants that had a dead heat.

3.6 The Winners will be notified at the email address given in their Registered User information for the Site or where available, their Paypal email address. The Winners will be contacted as soon as practical after the Closing Date of the Competition and the relevant Prize paid according to these Terms and Conditions. Entrants may check the results of the Competition (including the names of successful Entrants) on the Site. If after 1 month from the Closing Date of the Competition any of the Winners cannot be located or contacted, and the Promoter has done all that would be reasonably expected to locate or contact the respective Winners, the relevant Prize for that winner will be allocated by the Promoter to another Entrant in accordance with these Terms and Conditions. The Promoter's decision shall be final and binding on the Entrants and no correspondence will be entered into.

3.7 The Winners may be required to prove their identity to the Promoter before the relevant Prizes will be paid. Following receipt and verification of the details above by the Promoter, the Winners will be contacted in order to make arrangements for payment of the relevant Prize. Prizes will be paid by direct transfer to a Bank Account or PayPal transfer or any other manner as mutually agreed between the Winner and the Promoter. Relevant details of the account to which the Prize is to be paid must be provided to the Promoter.

3.8 Acceptance of any of the Prizes by the Winners gives the Promoter the right, subject to the Site's Privacy Policy to use the Winners names, personal photograph, sound, video recording, and submitted details for promotional purposes, both immediately after their win and in the future, unless strictly prohibited by law. The Winners acknowledges and agree that these rights are owned by the Promoter to use as it sees fit and the winner consents to the use of his or her image or other personal data in relation to such use now and at any time in the future.

4. Cancellation of Entrants participation

4.1 The Promoter reserves the right, in its absolute discretion, to terminate any Entrants entry for the Competition if it is the opinion of the Promoter that there has been a breach of any of these Terms and Conditions, or any form of cheating or manipulation by any of the Entrants (whether discovered during or after the end of the Competition).

4.2 The Promoter reserves the right in its absolute discretion and at any time to change or vary any of these terms and conditions. This, for example, may be required for continuing compliance of law with a legal jurisdiction in which the competition has been offered.

5. Liability

5.1 The Promoter accepts no responsibility for delayed, failed, partial or garbled computer transmissions or e-mails, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, connection failures (including internet traffic congestion), or the acts or omissions of any service provider or for any unauthorized human act or hacking in connection with entries to the Competition. The Promoter accepts no responsibility for incorrectly completed entries.

6. Data Protection Notice

6.1 Any personal data that you supply to the Promoter is subject to our Privacy Policy.

7. General

7.1 These Terms and Conditions represent the entire agreement between the Entrant (and the ultimate Winners) and the Promoter and supersede all prior agreements, representations and understandings (if any) between the Entrant (and the ultimate Winner or Winners) and the Promoter.

7.2 The parties agree that the obligations contained in these Terms and Conditions are between the Entrant (and the ultimate Winner or Winners) and the Promoter only.

7.3 If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction then (a) the legality, validity and enforceability in that jurisdiction of the remaining provisions shall be unaffected and (b) the legality, validity and enforceability in any other jurisdiction of that or any other provision shall be unaffected.

7.4 Each Entrant acknowledges that in entering the Competition he or she does not rely on and has not relied on and shall have no remedy in respect of any statement, representation, warranty or other provision (in any case whether oral, written, express or implied and whether negligently or innocently made) of any person except those expressly set out in these Terms and Conditions.

7.5 Entrant's entering this competition pursuant to Clause 2 of these Terms and Conditions, have the right to cancel their prior to the Final Registration Date. Please send an email to customers@rfactorcentral.com requesting your removal from the competition and stating your competition entry reference, name and address.