

**rFactorcentral.com Rookie Factor** (The "**Competition**")

**TERMS AND CONDITIONS**

The Competition has the following Terms and Conditions

1. Definitions

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

**"Car"**: means the BMW 1 mod reached from the Competition link on the Site

**"Closing Date"**: means midnight 19 April 2009, Pacific Standard Time (subject always to the rights of the Promoter to close the Competition earlier than this acting in its absolute discretion).

**"Competition"**: means the competition to win the Races, subject to these Terms and Conditions.

**"Entrant"**: means any person, who has not (as determined by the Promoter) entered into a previous Promoter competition and 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\$1.00 for each Race.

**"Final Registration Date"**: means midnight the 19th April 2009, Pacific Standard time (subject always to the rights of the Promoter to close the competition earlier than this acting in its absolute discretion).

**"Place of Residence"**: means an Entrants normal place of abode.

**"Prizes"**; means the respective prizes for each Race listed in Schedule A

**"Promoter" and / or "Company"**: means Ignite Skill Gaming Incorporated of 1 Bluxome Street, Suite 204 San Francisco

**"Race"**; means either the Championship or the Hot Lap competition.

**"Races"**; means either

(a) the championship over 3 different race courses (Lime Rock, Mid Ohio (no chicane) and Vayline) in the Car on the Promoters Servers (the "Race Servers") (the "**Championship**"); or

(b) the challenge around the Mid Ohio (No Chicane) course in the Car on the Race Servers (the "**Hot Lap**").

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

**"Relevant Prizes"**, means the prize amount, in US\$, listed in the column entitled "Prize" for the relevant Winner in Schedule A

**"Site"** means rFactorcentral.com

**"Winners"** means the Entrants who are entitled to a Prize for the Competition as listed on Schedule A

## 2. Entrance to the Competition

2.1 This Competition is open to all persons who are a Registered User of the Site that have not (as determined by the Promoter) entered into a previous Promoter competition 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 1 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 read and understood these Terms and Conditions and agree to be bound by them and by any other requirements of the Promoter as set out in any related promotional material.

2.4 The Competition is governed by Californian Law. 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 agree 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, including but not limited to the posting of such game footage and related information on the Site.

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 by logging into the Site and accessing the dedicated Race Servers for this Competition. Until the Closing Date the Entrant has an unlimited number of further attempts, using the Race Servers, to try and better his/her (combined) time in the relevant Race.

### 2.7.2 Payments for Entering Competition

The Entrant must pay the relevant Entry Price to be eligible for the Prizes.

Such Entry Price must be paid 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 will automatically close on the Closing Date (subject always to the rights of the Promoter to close the Competition earlier than this acting in its absolute discretion).

3.2 After the Closing Date, the **Winners** will be determined by the Promoter determining which Entrants has completed the relevant Race in the quickest (combined, in the case of the Championship) times without breaching any of 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 the relevant Prize will be split evenly between the relevant Entrants that had the dead heat.

3.6 The Winners will be notified at the email address given in their Registered User information for the Site. The Winners will be contacted within 7 days of the Closing Date of the Competition. 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 may 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 details of which must be provided to the Promoter or any other manner as mutually agreed between the Winner and 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 Without limiting the ability of the Promoter to terminate any Entrants entry from the Race under 4.1 above, for the avoidance of doubt, Entrants will be disqualified from the Race if, in the reasonable opinion of the Promoter they;

- i. at any time during an individual Race or other lap which may entitle them to a Prize have 2 wheels or more off the Racing Surface (the Racing Surface being the area inside the white lines outlining the track , or where there are no white lines, the entire simulated bitumen area of the track); or
- ii. fail to appropriately react to a Blue Flag or other forms of notification on the Server; or
- iii. consistently engage in what the Promoter deems to be aggressive driving to the detriment of other Entrants.

4.3 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 or using the Site. The Promoter accepts no responsibility for incorrectly completed entries.

**5.2 LIMITATION OF LIABILITY. THE AGGREGATE LIABILITY OF THE PROMOTER TO ENTRANTS ARISING FROM PARTICIPATION IN THE COMPETITION, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION CONTRACT, STRICT LIABILITY, NEGLIGENCE AND/OR OTHER TORT, SHALL IN NO EVENT EXCEED THE AMOUNT OF THE ENTRY PRICE (AND OPTIONAL EXTRAS ENTRY PRICE IF RELEVANT) THAT HAVE BEEN PAID TO THE COMPANY FOR THIS COMPETITION. IN NO EVENT WILL THE PROMOTER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS FORM AN ESSENTIAL BASIS FOR THIS AGREEMENT AND SHALL SURVIVE REGARDLESS OF THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE.**

## 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.

**SCHEDULE A**

**The Prizes for both the Championship and the Hot Lap are as follows**

| <b>Entrants final Race position</b>                  | <b>Prize (US\$)</b> |
|--|---------------------|
| <b>1<sup>st</sup></b>                                | <b>50.00</b>        |
| <b>2<sup>nd</sup></b>                                | <b>35.00</b>        |
| <b>3<sup>rd</sup></b>                                | <b>25.00</b>        |
| <b>4<sup>th</sup> – 30<sup>th</sup> (inclusive)</b>  | <b>10.00</b>        |
| <b>31<sup>st</sup> – 50<sup>th</sup> (inclusive)</b> | <b>7.50</b>         |
| <b>51<sup>st</sup> – 75<sup>th</sup> (inclusive)</b> | <b>5.00</b>         |