

rFactorcentral.com V8 SuperCars Championship (The “**Competition**”)

1. TERMS & CONDITIONS

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:

“**Category A Winner**”: means the Entrant who has posted the fastest time in Category A (as listed on the Site at the completion of the Race) for the Race, as determined by the Promoter. See further details at 3 below.

“**Category B Winner**” through “**Category E Winner**” respectively: means the Entrant who has posted the fastest time in their relevant category (as listed on the Site at the completion of the Race) for the Race as determined by the Promoter. See further details at 3 below.

“**Category A Runner Up**” means the Entrant who has posted the second fastest time in Category A (as listed on the Site at the completion of the Race) for the Race, as determined by the Promoter. See further details at 3 below.

“**Category B Runner Up**” through “**Category E Runner Up**” respectively: means the Entrant who has posted the second fastest time in their relevant category (as listed on the Site at the completion of the Race) for the Race as determined by the Promoter. See further details at 3 below.

“**Category A 3rd Placed Entrant**” means the Entrant who has posted the third fastest time in Category A (as listed on the Site at the completion of the Race) for the Race, as determined by the Promoter. See further details at 3 below.

“**Category B 3rd Placed Entrant**” through “**Category E 3rd Placed Entrant**” respectively: means the Entrant who has posted the third fastest time in their relevant category (as listed on the Site at the completion of the Race) for the Race as determined by the Promoter. See further details at 3 below.

“**Category A 4th through 10th Placed Entrant**” means the Entrant who has posted the fourth through tenth fastest time in Category A (as listed on the Site at the completion of the Race) for the Race, as determined by the Promoter. See further details at 3 below.

“**Category A 11th through 20th Placed Entrant**” means the Entrant who has posted the eleventh through twentieth fastest time in Category A (as listed on the Site at the completion of the Race) for the Race, as determined by the Promoter. See further details at 3 below.

“**Category**” means a grouping of Entrants, the number of Entrants in each grouping being determined by the total number of eligible Entrants divided by 5 (with any rounding of Entrants being added to Category E).

“**Closing Date**”: means midnight 5th 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 in each Category to win the Race, subject to these Terms and Conditions.

“Car”: means any of the V8 Supercars allowed from the Competition link on the Site

“Category A Prizes”: the Category A Winner will receive US\$175.00. The Category A Runner Up will receive US\$50, the Category A 3rd Placed Entrant will receive US\$25, the Category A 4th through 10th Placed Entrant will receive US\$10 and the Category A 11th through 20th Placed Entrant will receive US\$7.50.

“Category B through Category E Prizes”: the Category B through Category E Winner will receive US\$50.00. The Category B through Category E Runner Up will receive US\$15, the Category B through Category E 3rd Placed Entrant will receive US\$10.

“Entrant”: means any person, up to a maximum of 150 entrants, 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.

“Optional Extras Entry Price”: The optional extras entry price is US\$2.50

“Final Registration Date”: means midnight the 28th March 2009, Pacific Standard time (subject always to the rights of the Promoter to close the competition earlier than this acting in its absolute discretion).

“Other Prizes”: Entrants that enter the Optional Extras Component of the Competition will be in the running for the following Other Prizes:

1. Other Prize No: 1 is \$35 and will be given to the Entrant who records the fastest single lap time while competing in one of the Competition races (i.e. practice or qualifying do not count) on the Manfield racetrack.
2. Other Prize No: 2 is \$35 and will be given to the Entrant who records the fastest single lap time while competing in one of the Competition races (i.e. practice or qualifying do not count) on the Bathurst racetrack.
3. Other Prize No: 3 is \$35 and will be given to the Entrant who records the fastest single lap time while competing in one of the Competition races (i.e. practice or qualifying do not count) on the Pukekohe racetrack.
4. Other Prize No: 4 is \$50 and will be given to the Entrant who *completes* the highest number of races during the Competition (this is simple count of *completed* races across the 3 tracks in the Competition, private practice and qualifications do not count).
5. Other Prize No: 5 is \$70 and will be given to the Entrant who is determined by the Promoter (using a proprietary filter) in its absolute discretion, to have been the most improved Entrant.

“Option Extras Component”: Any Entrant must pay the Optional Extras Entry Price to be in the running for the Other Prizes.

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

“Prizes”: means Category A to E Prizes and the Other Prizes

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

“Race”: means the championship over 3 different race courses (Manfield, Bathurst and Pukekohe) in the Car on the Promoters Servers (the “Race Servers”).

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

“Site” means rFactorcentral.com

“Winners”: means the Category A to E Winners, Runners Up, 3rd Placed Entrants and, in the case of Category A, 5th through 20th Placed Entrants inclusive.

2. Entrance to the Competition

2.1 This Competition is open to all persons 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 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 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 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.

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 Race and, if eligible compete for the Other Prizes.

2.7.2 Payments for Entering Competition

The Entrant must pay the relevant Entry Price 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 in each Category has completed the Race in the quickest combined times in that Category without breaching any of these Terms and Conditions. The Promoter will also determine the winners of the Other Prizes, if applicable.

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 and those entitled to the Other Prizes (if any) 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 any Category the relevant Category Prize will be split evenly between the relevant Category 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. 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 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 entry within 2 days prior to the Closing Date. Please send an email to customers@rfactorcentral.com requesting your removal from the competition and stating your competition entry reference, name and address.