

**rFactorcentral.com – Xmas 1000**

1. TERMS & CONDITIONS (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:

“**1<sup>st</sup> Prize**”: the Winner will receive US\$1,000.00.

“**Winner**”: means the Entrant who has posted the fastest time on the Site for the Race entitled **rFactorcentral.com – Xmas 1000**, as determined by the Promoter. See further details at 3 below

“**2nd Prize**”: the 2nd Place Entrant will receive US\$250.00.

“**2nd Place Entrant**”: means the Entrant who has posted the second fastest time on the Site for the Race entitled **rFactorcentral.com – Xmas 1000**, as determined by the Promoter. See further details at 3 below

“**3rd Prize**”: the 3rd Place Entrant will receive US\$100.00.

“**3rd Place Entrant**”: means the Entrant who has posted the third fastest time on the Site for the Race entitled **rFactorcentral.com – Xmas 1000**, as determined by the Promoter. See further details at 3 below

“**Closing Date**”: means midnight 31 December 2008, 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 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**”: Any Entrant who has made a donation to the Site between May 2006 and the Closing Date may enter the Competition at no cost. All other Entrants must make a donation of at least US\$5 at the time of entering the 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 the 1<sup>st</sup> Prize and the Runner Up Prizes

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

“**Race**”: means a hot lap in a Panoz GT 2 around the Mid Ohio Sports Car Course course run 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 Winner, the 2<sup>nd</sup> Place Entrant, the 3<sup>rd</sup> Place Entrant and Entrants entitled to Other Runners Up Prizes, if any.

## 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 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.

2.3 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.

2.4 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.

2.5 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.

2.6 The Competition may be entered as follows:

### 2.6.1 Entering On-Line:

A person may, until the Closing 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 time in the Race.

### 2.6.2 Payments for Entering Competition

Where the Entrant has made a donation to the Site from May 2006 till the Closing Date the Entrant is entitled to enter the Competition for no cost. In all other cases 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 us or we have confirmed you are entitled to a free entry (because of your donation to the Site).

### 2.6.3 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 1<sup>st</sup> Prize Winner and Runners Up ("**Winners**") will be determined by the Promoter determining which Entrant has completed the Race in the quickest time 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 where there is more than one 1<sup>st</sup> Prize Winner (i.e. a dead heat), the 1<sup>st</sup> Prize will be split evenly between the number of 1<sup>st</sup> Prize Winners.

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 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.

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 21 days of entering the competition or 3 days prior to the competitions end, whichever is the sooner. Please send an email to [customers@rfactorcentral.com](mailto:customers@rfactorcentral.com) requesting your removal from the competition and stating your competition entry reference, name and address.