

# Terms and Conditions

## Repco Supercars Pro Eseries Draft

Dated: Friday 25<sup>th</sup> September 2020

The Repco Supercars Pro Eseries (**Competition**) is overseen by V8 Supercars Australia Pty Ltd (V8SCA) ABN 94 077 053 484.

These Terms and Conditions (**Rules**) govern the Repco Supercars Pro Eseries Draft Process for participants of Australian and New Zealand citizenship.

### 1. General

- 1.1 The Repco Supercars Pro Eseries Draft Process will be regulated by these Rules. The eligibility, conditions and format under which the Repco Supercars Pro Eseries Draft Process will take place are outlined in the Rules.
- 1.2 The Rules apply to all Participants.
- 1.3 Unless authorised by the Rules, no modification or change to the Rules is permitted.
- 1.4 All Participants are expected to conduct themselves in a manner that reflects positively on Participants and Supercars in compliance with the terms of use.

### 2. Definitions

**B Class Licence** means a B Class Road Licence held within each Participant's iRacing Account.

**Competition** means the Repco Supercars Pro Eseries.

**Driver** means a Participant who has passed Stage 1 and Stage 2 of the RSPED.

**RSPED** means The Repco Supercars Pro Eseries Draft which is Stage 3 of the RSPED (as set out in section 3).

**RSPEDP** means the Repco Supercars Pro Eseries Draft Process (which includes Stage 1, Stage 2 and Stage 3 as set out in section 3).

**Participants** means any eligible individuals competing in the RSEDP to become a Driver.

**iRacing** means iRacing.com Motorsport Simulations, LLC with registered address at 34 Crosby Drive, Bedford, MA 01730, USA.

**iRacing Account** means the simulation racing account held by an individual on the iRacing Platform, hosted on [www.iracing.com](http://www.iracing.com).

**iRacing Platform** means the simulation racing platform hosted on [www.iracing.com](http://www.iracing.com).

**Reserve Drivers** means any Driver who has not been selected as a Driver in the RSPED.

**Safety Rating** means a Participant's safety rating as defined and provided in their iRacing Account.

**Supercars** means V8 Supercars Australia Pty Limited.

**Teams** means the teams that have executed a participation agreement with Supercars to take part in the Competition.

### **3. Repco Supercars Pro Eseries Draft Process (RSPEDP)**

Supercars will conduct the RSPEDP to assign Drivers to any Teams that have not nominated their own driver (as approved by Supercars) by 23 September 2020. The RSPEDP will take place in three Stages:

#### **3.1 Stage 1 - Open Qualification (27 September 2020 - 4 October 2020)**

Participants will be required to visit <http://supercars.com/proeseriesdraft> website and complete the required form. Once complete, the Participant will be required to head to [www.iracing.com](http://www.iracing.com) and register / login. Once in iRacing, the Participant will join the 2020 Repco Supercars Pro Eseries Draft time attack session and complete a valid lap around the Phillip Island circuit using either the Supercar Ford Mustang GT or Supercar Holden ZB Commodore. Eligible entrants must be able to provide proof of their Australian or New Zealand citizenship. The top 10 fastest eligible Participants will be invited to compete in stage 2 – Closed Qualification.

#### **3.2 Stage 2 - Closed Qualification (6 October 2020)**

Ten (10) Participants chosen in Stage 1 will compete in one (1) Qualifying session and three (3) races at circuits to be nominated by Supercars on the iRacing Platform. Points will be awarded to Participants based on their finishing position at the conclusion of each race. At the conclusion of the final race, Participants will be seeded in order of their total accumulated points, 1st with the largest amount of points through to 10th with the least amount of points.

#### **3.3 Stage 3 - The Repco Supercars Pro Eseries Draft (8 October 2020)**

- (a) Teams that have not nominated their own driver (as approved by Supercars) by 23 September 2020 will be randomly assigned a number from 1 to 10, which will be the order in which the Team will select a Driver from the ten (10) Participants from Stage 2 – Closed Qualification.
- (b) Teams must keep the Driver selected by them under section 3.3(a) and cannot trade a Driver with another Team, or request a different Driver.
- (c) Drivers who are not selected by a Team will become Reserve Drivers, available for substitution during the Competition.

#### **4. Driver Eligibility**

- 4.1 To be eligible to be a Driver in the Competition a Participant must complete an entry form at <http://www.supercars.com/repco-pro-eseries-draft/> and must be:
  - (a) a citizen or permanent resident of Australia or New Zealand;
  - (b) be sixteen (16) years of age, or over, on 1 October 2020;
  - (c) hold an active subscription to an iRacing Account;
  - (d) hold a B Class Licence on their iRacing Account; and
  - (e) hold a safety rating of at least 3000+ on their iRacing Account.
- 4.2 Participants may not compete in RSPEDP if under any contract or arrangement that does not allow them to compete for any Team in the Competition.
- 4.3 Participants must not be an employee or immediate family member of Supercars and iRacing or an employee of their associated companies and/or agents.
- 4.4 Supercars reserves the right to request Participants provide proof of identity, proof of citizenship and/or proof that valid entry form was submitted on time. The determination of validity of identification, citizenship and entry form is at the sole discretion of Supercars. In the event that the Participant cannot provide proof to the satisfaction of Supercars, the Participant will be disqualified from the RSPEDP and/or the Competition.

#### **5. RSPEDP Dates**

- 5.1 The RSPEDP Stage 1 – Open Qualification will commence on 27<sup>th</sup> September 2020 (at 00:00 UTC) and conclude on 4 October 2020 (at 00:00 UTC).
- 5.2 Supercars accepts no responsibility for any late, lost or corrupted entries not received via the iRacing Platform due to for example technical disruptions, network congestion, or for any other reason (including Participant disconnection as described in section 7.2).

#### **6. How to Register for the RSPEDP**

- 6.1 Participants may enter the RSPEDP by completing an entry form at <http://www.supercars.com/repco-pro-eseries-draft/>. Participants must provide accurate details in the entry form. The cost of accessing this website will be dependent on the individual Participant's internet service provider.
- 6.2 Participants must complete their own entry forms, unless the Participant requires the assistance of a third party to enter due to incapacitation, which prevents them from completing their own entry form.
- 6.3 Supercars reserves the right to disqualify any Participant who tampers with the registration process, who submits an entry form that is not in accordance with these Rules or who has, in the opinion of Supercars, engaged in conduct which

is fraudulent, misleading, deceptive or damaging to the goodwill or reputation of Supercars and/or their associated companies and/or agents.

- 6.4 Once registered, approved Participants will be sent a confirmation which will link to Stage 1 – Open Qualification for Participants to access and compete in the RSPEDP on the iRacing Platform. Only the top ten (10) Participants from Stage 1 – Open Qualification will be sent an email inviting them to Stage 2 – Closed Qualification of the RSPEDP. Drivers will then be further notified via email of the next steps following the RPSSED.

## **7. Racing Rules**

### **7.1 Participant Disconnection**

If a Participant is disconnected (for whatever reason) from iRacing they will have two options:

- (a) remain disconnected and not be classified as a finisher of the session; or
- (b) attempt to re-join the session and compete for the remainder of the session.

### **7.2 Session Recordings**

Participants must maintain a log of the races they compete in in the RSPEDP by recording their race footage. Supercars may request this footage at any time and it must be delivered by the Participant to Supercars.

### **7.4 Collusion**

Collusion or collaboration between Participants and/or third parties is strictly forbidden.

### **7.5 Hardware Modification**

Any modification made to any hardware used by the Participant allowing it to function in a way the manufacturer did not intend is strictly forbidden.

### **7.6 Results Manipulation**

Discussions or acts which are intended to manipulate the results in the RSPEDP are prohibited.

### **7.7 Hacking**

Hacking, or any modification made to the iRacing Platform, by a Participant (or anyone acting on their behalf) is strictly prohibited.

### **7.8 Platform Exploitation**

Intentionally exploiting any bugs in the iRacing Platform by a Participant (or anyone acting on their behalf) to seek an advantage is strictly prohibited.

## **7.9 Impersonation**

Participating in any part of the RSPEDP and/or Competition under another Participant's iRacing Account or soliciting, inducing, encouraging or directing someone else to use a Participant's iRacing Account is strictly prohibited.

## **8. Notification of Stage 1 and Stage 2 Participants**

- 8.1 The top ten (10) Participants from Stage 1 (as defined in section 3) will be notified via the email address provided in their entry form within twenty-four (24) hours of the completion of Stage 1. These Participants will be invited to compete in Stage 2 (as defined in section 3).
- 8.2 All Participants in the RSPED (as defined in section 3) will be notified via the email address provided in their entry form within twenty-four (24) hours after the completion of Stage 3 whether they have been selected by a Team or will be deemed a Reserve Driver.

## **9. Selection Process**

- 9.1 Drivers who are selected at Stage 3 will have the opportunity to represent a Team for the Competition.
- 9.2 Supercars will notify Drivers of their selection and provide the necessary information to connect the Driver to their Team.
- 9.3 It is a condition of selection that the Driver must comply with the Team's terms and conditions in order to compete in the Competition and it is the responsibility of the Driver to agree to these terms and conditions with the Team who has selected them. The Driver must also comply with the terms and conditions of the Competition.
- 9.4 Drivers agree that they will not, and their associates will not, sell or otherwise provide their story, photographs and/or any video footage to any media or other organisation, including the internet without the prior written consent of Supercars and the Team who has drafted them. Drivers will only participate in publicity, at the request of, and on behalf of Supercars and/or the Team who has drafted them.
- 9.5 Supercars is not responsible for any acts of god, such as adverse weather conditions, pandemics, or industrial action or civil commotion that may take place. The Participant must make his or her own enquiries about local issues and conditions.
- 9.6 By entering the RSPEDP, Participants accept and acknowledge full responsibility for their decision to compete should they be drafted as Drivers into the Competition. The Participant releases Supercars and other organisers, their related bodies corporate, affiliates, officers, agents and employees, from all liabilities, loss and damage of any kind arising at any time out of or in connection with the acceptance of, and participation in, the RSPEDP. Without

limiting the foregoing, the released parties will not be liable for any injury, sickness or death, property loss or damage or other direct or indirect loss or damage of any kind, howsoever sustained or incurred, in connection with or arising out of the RSPEDP or any other aspect of the RSPEDP or the Competition.

- 9.7 The Participant acknowledges that he or she may be excluded from participation in the RSPEDP or the Competition if Supercars consider that he or she is not fit to participate.

## **10. Further Terms and Conditions**

- 10.1 Subject to complying with all relevant State and Territory legislation, Supercars reserves the right to amend, cancel or suspend the RSPEDP if there is any corruption or affect on the administration security, fairness, integrity or proper conduct of the RSPEDP or the Competition. Supercars will disqualify any individual who has tampered with the entry process or any other aspect of the RSPEDP or the Competition, or who breaches these Rules.
- 10.2 If for any reason the RSPEDP and/or Competition is not capable of running as planned, including due to infection by tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of Supercars, which corrupts or affects the administration, security, fairness or integrity or proper conduct of this RSPEDP and/or Competition, Supercars reserves the right in its sole discretion to disqualify any Participant, take any action that may be available, and to cancel, terminate, modify or suspend the RSPEDP and/or Competition.

## **11. Privacy Policy and Data Usage**

- 11.1 All personal details provided during the RSPEDP and/or the Competition will be entered into a database created for the sole purpose of the RSPEDP and/or the Competition by Supercars. A Participant's personal details will only be used for the purposes of administering the RSPEDP and the Competition and in accordance with Supercars [Privacy Policy](#).