



NASCAR Winter Heat Series

SPORTING REGULATIONS

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INTRODUCTION

The Winter Heat Series is a competitive racing esports league held on the NASCAR Heat (“NH”) game franchise created and published by 704Games (“704”) and Motorsport Games (“MSG”). The Winter Heat Series will consist of four (4) total events across four (4) months, with drivers advancing to the final event in February based on their finishes in the first three events.

Across all four events, participants will have the opportunity to compete for a total prize fund of over \$47,000, depending on their performance in each event.

For the events in November, December and January, competitors will undergo a qualification period which will allow competitors to put forward their best efforts in special “Pro League” lobbies one week prior to each event. These qualifications will take place at the same track being used in that month’s main event.



It is required that all drivers are registered on <https://winter.nascarheat.com/> to link their gamertag with their 704 Games account to ensure their efforts are recorded and presented to the MSG officials.

Following the Draft Window, the drivers with the best statistical performances, as well as other invited competitors, will be invited to participate in that month’s main event. Competitors will need to confirm their involvement in each event after receiving an invitation. Any competitor that fails to confirm their involvement by the stated deadline will lose their spot in the main event.

This document outlines the rules and procedures that will be in effect during Winter Heat League competition, it does not replace the full terms and conditions of entry into the competition (“Terms and Conditions”), as well as 704Games’ official privacy policy (which is also the eNHPL’s official privacy policy and referred to herein as the “Privacy Policy”), copies of which can be downloaded from www.nascarheat.com. By competing in the Winter Heat Series, you fully accept the Terms and Conditions, Privacy Policy, and these Sporting Regulations.

KEY POINTS

- The Winter Heat Series will include a \$47,000+ prize pool to be distributed on merit.
- Online registration via <https://winter.nascarheat.com/> is slated to open on November 9, 2020
- Open to competitors on Xbox One and PlayStation.
- Supporting eNHPL teams are eligible to enter their driver(s) into guaranteed starting spots in the main events for November, December and January.
- Any eNHPL drivers that are free agents after Season 2 will need to earn a starting position in the event through the open qualifiers.
- Draft window statistics are only recorded in lobbies with at least 5 participants and will experience reduced draft effect (except on Superspeedways).
- A driver’s “Clean Driver Rating” is recorded and considered by the organizers when selecting the field for each race.
- Competitors must be 15 years of age to participate and a resident of the United States or Canada.
- The top competitors on Xbox One and PlayStation 4 will be invited to compete in the main event each month.
- The top-three finishing competitors from each main event will advance to the Winter Heat Series finale, taking place in February 2021. **A series of open qualifiers will take place to fill the remaining five positions per platform to make a field of 14 cars for the Winter Heat Series finale.**

OPEN QUALIFIER SCHEDULE

Round	Open Period	Car Class	Track
1	11/10/20 – 11/13/20	Cup Series	Dover International Speedway
2	12/7/20 - 12/10/20	Cup Series	Homestead-Miami Speedway
3	1/11/21 - 1/14/21	Cup Series	Indianapolis Motor Speedway Road Course
4	2/1/21 - 2/4/21	Cup Series	Daytona International Speedway

WINTER HEAT SERIES RACE DATES

Round	Race Date	Car Class	Track	Lap Count
1	11/22/20	Cup	Dover International Speedway	50 Laps (three pace laps)
2	12/20/20	Cup	Homestead-Miami Speedway	60 Laps (two pace laps)



3	1/24/21	Cup	Indianapolis Motor Speedway Road Course	18 Laps (two pace laps)
4	2/12/21	Cup	Daytona International Speedway	32 Laps (two pace laps)

THE ABOVE SCHEDULES ARE PROVISIONAL AND SUBJECT TO CHANGE

ELIGIBILITY

1. To be eligible to compete in the Winter Heat Series, the competitor must satisfy all the requirements in these Sporting Regulations in addition to the Terms and Conditions and Privacy Policy.
2. Competitors are ineligible to compete if they match any of the following criteria:
 - a. Persons who are under the age of fifteen (15) years as of the day they register to participate in the Winter Heat Series and/or Persons that do not reside in the United States or Canada
 - b. Employees, former employees and agents of the Winter Heat Series, 704Games, Motorsports Network, NASCAR and/or their respective parent, subsidiary and affiliated companies, and each of their respective advertising/promotion agencies
 - c. Anyone involved in and/or connected to the organization and running of the Winter Heat Series and/or the Game in any way; and
 - d. Immediate family members of any of the persons set forth in 2 (b) & 2(c) above (and for these purposes "immediate family members" shall mean parents, stepparents, children, stepchildren, siblings or spouses).
3. If a Driver is under the age of 18 (a "Minor") at the time of his/her registration, he or she must obtain written parental or guardian consent to register for participation the Winter Heat Series and claim any prize. The Winter Heat Series officials may ask any Driver to provide proof of age and/or any relevant consent or other documentation at any time.
 - a. In providing parental or guardian consent in accordance with these Sporting Regulations and/or any other written agreement relating to MSG, such parent or guardian acknowledges that he or she has read and agreed to these Sporting Regulations and any and all supplemental rules and other Winter Heat Series agreements, including without limitation the Terms and Conditions and Privacy Policy.
 - b. If a Driver is a Minor at the time of the Winter Heat Series finale (as the case may be) and such Driver qualifies to participate in the Winter Heat Series finale, their parent/guardian must travel with the Driver and physically accompany them to, and at, any relevant Onsite Events at their own expense.
4. A Driver is only eligible to participate in the Winter Heat Series if they have:
 - a. An Xbox One, Xbox One S, Xbox One X, PlayStation 4 or PlayStation 4 Pro consoles;
 - b. Xbox Live Gold or PlayStation Plus Membership (as appropriate per platform);
 - c. A copy of the Game (updated to the latest version of the Game publicly available on the relevant platform at the time they participate);
 - d. An Xbox Live or PlayStation Plus account that is registered to the competitor's name
 - e. A copy of the Windows or Mac Discord application with a live audio connection to the designated Race Control channel during all scheduled qualifying and races; and
 - f. An Internet connection.
5. Drivers are responsible for their own hardware and internet connection (which is recommended to be a minimum of three (3) MB/s download, a ping of no greater than one hundred fifty (150) to the server).
6. All eTeams that participated in the eNHPL Season 2 are automatically guaranteed a starting position in the first three events of the Winter Heat Series. Competitors representing an eNHPL eTeam will be required to advance to the Winter Heat Series finale according to the Sporting Regulations.



- a. If a competitor took part in eNHPL Season 2 has been released by their eTeam or their eTeam is no longer competing in the eNHPL, that driver will need to qualify for the event according to the Sporting Regulations and is not guaranteed a starting position in the first three events.
7. In registering to participate in the Winter Heat Series, each Driver confirms that he/she:
 - a. Is eligible to do so and eligible to claim any applicable prize that he/she may win;
 - b. Fully and unconditionally agrees to and undertakes to comply with these Sporting Regulations and all other agreements, rules and policies referred to in this document, including without limitation any supplemental rules, and any instruction of MSG officials (and/or its nominee) in relation to the competition; and
 - c. Accepts that decisions of the MSG officials regarding all matters relating to the Winter Heat Series and/or competition are final and binding.
8. Gamertags may not include obscene or suggestive language, any material which infringes a third party's rights, or which Winter Heat Series officials feels may cause confusion during gameplay.
9. MSG reserves the right to restrict or change Driver names and/or gamertags for any reason. Drivers could be referred to by their full names.

OPEN QUALIFICATION

10. Online qualification is open to all participants that meet the eligibility requirements outlined in the Terms and Conditions.
11. Competitors must register and link their PSN / Xbox Live accounts at the following URL: <https://winter.nascarheat.com/>
12. If a competitor changes or has changed their account information since signing up at the above link they are strongly advised to re-link this information. MSG takes no responsibility for any lost race data that should be allocated to your account.
13. The first three rounds of the Winter Heat Series will each have open Qualification Events the week prior to the main event. Drivers wanting to participate in each main event will be required to take part in each Qualification Event.
14. In the game, a driver should head to Online Multiplayer -> Esports -> Active Qualifier -> Join or create a lobby (must be "Winter Heat Series Draft Qualifying" lobby).
15. Custom setups are permitted but not required.
16. Each Driver shall be able (but is under no obligation) to participate in one or more Qualification Events and on one or more platforms during the Draft Window.
17. A Driver is not required to participate in all Qualification Events, however, is free to do so in order to maximize his or her chances of qualification.
18. The Draft Window schedule is subject to change at the discretion of MSG officials.
19. Each competitor will have their individual driver record that details their "Clean Driver Rating" (this includes wall and car contact), wins, lap time(s) and average finish position.
20. For "World Challenge" lobbies, the effect of draft will be reduced for all tracks except Superspeedways.
21. For a competitor's statistics to be recorded, they must participate in a minimum lobby size of 5. All data recorded in lobbies of 4 or below will be excluded from consideration.
22. The selection of competitors for the Winter Heat Series is at the sole discretion of the MSG officials.
- 23. The top-three finishers per platform from the first three events of the Winter Heat Series will lock themselves into the Winter Heat Series finale, the Valentine's 80.**
 - a. A series of open qualifiers will take place to fill the remaining five positions per platform to make a field of 14 cars. There are no guaranteed starting positions aside from those**



drivers that locked in through the three previous events.

PRIZE POOL

24. There is a total \$47,000+ prize pool available for the Winter Heat Series, split between each race result and additional bonus prize opportunities.
25. The Movember 50 will have a \$5,000 pool distributed across Xbox and PlayStation (\$2,500 per platform)
 - 1st Place \$1,000
 - 2nd Place - \$500
 - 3rd Place - \$300
 - 4th Place – 10th Place - \$100
 - 10th Place – 24th Place - \$0
26. The Holiday 60 will have a \$7,000 pool distributed across Xbox and PlayStation (\$3,500 per platform)
 - 1st Place \$1,500
 - 2nd Place - \$750
 - 3rd Place - \$500
 - 4th Place – 10th Place - \$125
 - 10th Place – 24th Place - \$0
27. The New Year Resolution 70 will have a \$10,000 pool distributed across Xbox and PlayStation (\$5,000 per platform)
 - 1st Place \$2,000
 - 2nd Place - \$1250
 - 3rd Place - \$850
 - 4th Place – 9th Place - \$150
 - 10th Place – 24th Place - \$0
- 28. The Valentine's 80 Winter Heat Series Finale will have a \$20,000 prize pool distributed across Xbox and PlayStation (\$10,000 per platform)**
 - 1st Place - \$ 4,000**
 - 2nd Place - \$2,500**
 - 3rd Place - \$1,000**
 - 4th Place - \$600**
 - 5th Place - \$400**
 - 6th Place – 9th Place - \$200**
 - 10th Place – 14th Place - \$140**
29. There will be an additional bonus prize pool of \$5,000 for the team with the best combined finish in the Valentine's 80 Winter Heat Series
 - a. Competitors will randomly be paired with another competitor by MSG officials prior to the start of the event. The team with the highest combined score will earn the bonus with each competitor earning \$2,500.
 - b. Any drivers participating that are representing the same ETeam from the eNHPL will automatically be paired with one another for this event.
30. Winter Heat Series officials reserve the right to change the prize pool payouts for the Valentine's 80 Winter Heat Series finale at their discretion.
31. A Driver's prize fund winnings will be distributed directly to that Driver within 90 days of the race concluding and the results being verified by the MSG race officials. Drivers must provide their banking information in a timely manner in order to receive their prize or it will be forfeited.



OFFICIALS AND BRIEFINGS

32. MSG will appoint officials to oversee each event.
33. In any interpretation of the rules, the final decision is that of the Race Director.
34. In the absence of the Race Director for whatever reason, their assistant takes this role and responsibility for decision making.
35. Appeals must be made within 24 hours after the end of an event to the competition email address (to be provided at a later date to competitors and teams)
36. By participating in the Winter Heat Series, competitors agree to MSG officials' sole jurisdiction in sporting matters.
37. Should competitors choose to become disruptive following a decision made by the event officials they will be referred to the section "CODE OF CONDUCT" which outlines the consequences of these actions.
38. It is imperative that all drivers are present at the briefings conducted within Zoom (or a suitable alternative) by the Race Director or their assistant. These briefings will take place 30 minutes prior to the first session. Failure to attend may result in a competitor being unable to participate in the main event. Further details will be shared with competitors who qualify for each event.
39. Additional briefings may be requested by the Race Director or their assistant.

EQUIPMENT AND SETUP

40. Competitors may use either a controller or steering wheel set at their preference during the Draft Window.
41. Notwithstanding the above and anything in these Sporting Regulations to the contrary, the Winter Heat Series may make reasonable accommodations for competitors pursuant to the Americans with Disabilities Act (as amended) (the "**ADA**"). The decision as to whether such accommodations are necessary in each instance under the ADA, and/or whether such accommodations would adversely affect league play, shall be determined by MSG officials in its sole discretion.
42. Competitors must have a communications device capable of receiving video conference calls with a camera facing the competitor at no lower resolution than 1080p.
43. Competitors are further required to record their race event using either their console's internal storage or an external camera without the screen being obstructed. MSG officials may request within 24 hours of a race the footage from this recording. Failure to provide this footage upon request may result in disqualification from that session at the discretion of the officials
44. Competitors are permitted to adjust controller settings and car setups.
45. Should there be an issue with the equipment provided, please refer to the "EQUIPMENT FAILURE AND TECHNICAL ISSUES" section of these Sporting Regulations.

QUALIFYING AND GRID ORDER

46. To determine the grid order for each main event, there will be a 15-minute qualifying session using the same car and track combination as announced for the race itself.
47. The participant with the lowest time will start on pole position and the highest time will start in last place.
48. Throughout the qualifying session, Winter Heat Series officials will be monitoring the participants. If a participant's actions are deemed to be against these Sporting Regulations or the spirit of the competition, the Race Director may choose to penalize that competitor.
49. Should a competitor fail to set a time during a qualifying session for any reason, their lap time will be



set to 10 minutes (600 seconds) for the purpose of calculating the starting grid.

50. If more than one competitor fails to set a time, this portion of the grid will be randomly allocated by the Race Director.
51. Should two competitors end the session with the exact same time, priority will be given to the competitor that set the lap time first.

~~WINTER HEAT SERIES FINALS: EQUIPMENT AND SETUP~~

- ~~52. The Winter Heat Series will provide all competitors with their required equipment to race. No equipment may be substituted by the competitors.~~
- ~~53. Drivers must compete using the provided steering wheel and pedals. Competitors are prohibited from competing with a handheld controller.~~
- ~~54. Notwithstanding the above and anything in these Sporting Regulations to the contrary, Winter Heat Series officials may make reasonable accommodations for competitors pursuant to the Americans with Disabilities Act (as amended) (the "ADA"). The decision as to whether such accommodations are necessary in each instance under the ADA, and/or whether such accommodations would adversely affect league play, shall be determined by the Winter Heat Series in its sole discretion.~~
- ~~55. Competitors are permitted to adjust controller settings and car tuning.~~
- ~~56. Should there be an issue with the equipment provided, please refer to the "EQUIPMENT FAILURE AND TECHNICAL ISSUES" section of these Sporting Regulations.~~

RACING CONDUCT, RULES AND ETIQUETTE

57. Drivers must not force others off the track.
58. Competitors are not permitted to "wall ride"; intentionally hitting the wall in order to change the car's direction and alleviating the car's need to brake for a corner
59. Competitor must not intentionally block pit road.
60. If a competitor is re-joining the circuit or recovering following an incident, regardless of blame/fault, it is imperative that they do so safely. They should re-join where possible perpendicular to the circuit, in a safe and controlled manner in order to prevent further incidents. Failure to do so may result in a warning or penalty.
61. The use of the pit lane for any other reason than fixing damage, refueling, changing tires or serving a penalty is strictly prohibited.
62. Competitors may not deliberately cause a wreck to create a caution period, any competitor found doing so will receive a minimum of a five-second time penalty.
63. All decisions made by the Race Director or their Assistant are final.

PENALTIES

There are several types of penalties issued in this competition. It is important that the competitors are aware of differences between them and how to act when each type of penalty is received.

64. Reprimand – The Race Director or their assistant may warn a competitor prior to additional sanctions at their discretion. These warnings will be officially recorded and may be used when deciding subsequent penalties.
65. Post-Race Penalty – This penalty is applied by the Race Director or their assistant at any point following the conclusion of the race. The penalty may be of any length and added on to the total



time from the previously verified results. Post-race penalties may also include race bans or exclusion from the official results.

66. Loss of Prize Pool Winnings – This penalty is applied by the Race Director or their assistant following the conclusion of the race if deemed appropriate. If a driver is issued this penalty, their portion of the prize pool will be evenly distributed amongst the other competitors on that console in that event.
67. Race Ban – In extreme circumstances the race officials may find the actions, attitude or behavior of a competitor/ETeam to be contrary to the spirit of the competitions and find that this is worthy a ban for length determined by the officials. This ban can apply to Drivers and ETeams.

STARTING PROCEDURE

68. Competitors are instructed to be available to join the lobby prior no later than 30 minutes prior to the start of an event, if there was a previous qualifying session they may be required to stay in the lobby.
69. Each competitor will be assigned a car number and paint scheme to use for each event. It is the competitor's responsibility to ensure they are in the correct car when joining the event lobby – failure to do so will result in a penalty.
70. Prior to the start of a race, the officials will inform the competitors that the race sequence is about to begin.
71. Once the transition to the start of the race has begun there is no longer an opportunity for the to check the performance of equipment. Therefore, subsequent equipment performance will be considered unfortunate for that competitor but there will be no further opportunity to rectify the problems without affecting the race.
72. Should the transition to race fail for a competitor, all competitors will be asked to leave the lobby and the race start procedure will start again.
73. In the case of consistent failures for competitor(s) to connect to the race, the race officials may determine at their discretion to proceed without the competitor(s).

EQUIPMENT FAILURE AND TECHNICAL ISSUES

Despite the considerable resources and experience committed to running the Winter Heat Series in the most efficient manner, MSG recognizes that sometimes issues occur outside of its control.

74. As outlined in the starting procedure above, the competitors are responsible for checking the working order of their equipment prior to the start of the race.
75. Technical issues during the race may be treated as unfortunate.
76. Should a technical issue force retirement from a race that competitor/team shall count as "retired."
77. If there is a catastrophic network failure which affects the lobby host, the following procedure will be followed.
 - a. If a failure happens within the first 10% of the race, the race will be red flagged and restarted from the beginning, with competitors taking their initial grid starting position.
 - b. If a failure happens within 10-75% of the race, the race will be red flagged, and the race will restart with the competitors taking their positions at the start of the lap prior to when the failure occurred. The race will run for the length of the remaining laps.
 - c. If a failure occurs in the final 25% of the race, the race will be red flagged, the result will stand as of the last lap completed.



MEDIA, FILMING AND CLOTHING

78. MSG reserves the right to broadcast any session or race of the Winter Heat Series, including without limitation online and offline play. Drivers cannot refuse broadcasts authorized by the Winter Heat Series. Each participant acknowledges that MSG shall be entitled to use any such footage in its discretion.
79. MSG reserves the right to reschedule any qualifying session or race of the Winter Heat Series to accommodate a specific broadcast time. Drivers must abide by any rescheduling as determined by MSG, and a Driver's inability or refusal to participate in a rescheduled race event or qualifying session may result in a penalty.
80. As part of their acceptance to enter the Winter Heat Series, competitors will be required to be available for filming and media purposes. Failure to meet these requirements may result in penalties for the individual driver and/or their team.
81. The entirety of the Winter Heat Series events are intended to be broadcast live on a variety of platforms.
82. Drivers are encouraged to utilize their personal social media accounts to promote their activities but are reminded that comments against the spirit of the competition or that are derogatory in nature towards the Winter Heat Series, the eNHPL, 704, MSG or the ETeams (as determined in MSG's discretion) may result in negative consequences for a competitor and/or their ETeam.
83. The production crew may wish to interview competitors live through a videoconferencing application during the Winter Heat Series. Only competitors with suitable clothing and professional clean background will be considered.

CODE OF CONDUCT

84. By participating in the Winter Heat Series, all competitors agree to be bound by Sporting Regulations, the Terms and Conditions, the Privacy Policy, and any other written agreement between the competitors and MSG. Any conduct that is deemed to be in violation of this Code of Conduct is punishable at the sole discretion of the organizers and may result in disqualification from the Winter Heat Series and/or additional events.
85. All participants are expected to conduct themselves in a manner that reflects positively on the the Winter Heat Series, the eNHPL, 704, MSG, the ETeams and any of their respective affiliates (collectively referred to herein as the "eNHPL Parties"), press, attendees, and other participants and comply with all applicable law and regulation at all times.
86. Participants shall not engage in conduct which MSG deems to be harmful to the business, reputation or relationships of the Winter Heat Series Parties or their partners.
87. No forms of cheating, unfair gameplay, gamesmanship or gaining an unfair advantage in any way will be tolerated. This includes, but is not limited to:
 - a. Hardware modification - Any modification made to a piece of hardware allowing it to function in a way the manufacturer did not intend. This includes adding or inserting anything not originally on the hardware configured by the organizers.
 - b. Hacking - Any modification made to the game or other software by any person other than by way of standard software patches or updates.
 - c. Exploiting game glitches - Intentionally using any in-game bug to seek an advantage. Exploiting is defined as utilizing any game function that, in the sole determination of the organizers, is not functioning as intended.
 - d. Impersonation (including playing under another driver's account) - to be understood as



- playing under another driver's account or soliciting, inducing, encouraging or directing someone else to play under another driver's account.
- e. Collusion - Any agreement among two (2) or more participants and/or other persons to affect any competition or race and/or opposing drivers.
88. Any other behavior as determined to be cheating, unfair gameplay, gamesmanship or gaining an unfair advantage in any way by organizers.
 89. Participants are responsible to notify the organizers at the earliest opportunity of any form of cheating, unfair gameplay, gamesmanship or gaining an unfair advantage by any other participant that they know of.
 90. Competitors must notify MSG of any unfair exploits that they become aware of. Any participant who is deemed, in the sole determination of MSG, to have cheated or behaved in any way as described above may be penalized, suspended and/or disqualified from the Winter Heat Series and/or additional events.
 91. The use of drugs or alcohol may lead to disruptive behavior. Participants believed to be under the influence of drugs and/or alcohol at any given time during an event of the Winter Heat Series may be removed from the event and may be disqualified from taking part in any future MSG events.
 - a. For this purpose, "any given time during the event" covers 24 hours prior to a participant arriving at the event, to the conclusion of such event.
 - b. No participant should be under the influence of alcohol or drugs during an event, whether it be online or onsite.
 - c. The excessive drinking of alcohol and taking of any illegal or performance enhancing drugs is strictly forbidden at any time during an event of the Winter Heat Series.
 92. Each Driver will compete to the best of their ability at all times during the Winter Heat Series.
 93. No betting or gambling by any participant or anyone connected to any participant, relating to or in connection with the Winter Heat Series is allowed under any circumstances. Moreover, no competitor or related person may benefit directly or indirectly from any betting or gambling in connection with the Winter Heat Series.
 94. Participants shall not offer or accept any gift or reward to or from anyone for services promised, rendered, or to be rendered in connection with the Winter Heat Series.
 95. Participants must be respectful of the staff involved in the Winter Heat Series, tournament organizers, sponsors, and/or partners at all times. Participants must not use obscene gestures, language, or offensive comments, including:
 - a. Hate speech or discriminatory behavior - Participants may not use language or physical gestures that is deemed by MSG to be obscene, foul, vulgar, insulting, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable; or promote or incite hatred or discriminatory conduct, in or near any racing area, at any time, off or on broadcast. Participants may not use any facilities, services or equipment provided or made available by MSG or its contractors to post, transmit, disseminate or otherwise make available any such prohibited communications. Participants may not use this type of language on social media or during any public facing events such as streaming.
 - b. Violent or physical aggression or behavior - Abuse of the Winter Heat Series personnel, their respective affiliates, press, attendees, or other participants will not be tolerated. Participants must treat all individuals attending an event of the Winter Heat Series with respect.
 - c. Harassment of any kind - Harassment of any kind is strictly prohibited. Harassment is defined as systematic, hostile and repeated acts taking place over a considerable period of time, which are intended to isolate or ostracize a person and/or affect the dignity of the person.
 - d. Discriminatory words, phrases, or gestures - Offending the dignity or integrity of a private person, or group of people, a team, a brand, a sponsor, a country, through contemptuous or



discriminatory words, physical gestures or actions on account of race, skin color, ethnic, national or social origin, gender, language, religion, political opinion or any other opinion, financial status, birth or any other status, sexual orientation or any other reason will not be tolerated.

- e. Trolling - Any participant who posts inflammatory, extraneous, or off-topic messages in an online community, such as a forum, chat room, or blog, with the primary intent of provoking readers into an emotional response or of otherwise disrupting normal on-topic discussion.
- 96. Drivers posting negative, disruptive and brand damaging content on social media about the Winter Heat Series, the eNHPL Parties, NASCAR Heat 5, 704Games, NASCAR, Motorsport Network and their partners in general and/or any other participant, including but not limited to images and videos of game faults, may result in the participant (accordingly) being penalized, suspended and/or disqualified from the Winter Heat Series or any part of MSG competition. Positive and engaging content is highly encouraged, as long as the content is from areas permitted by MSG.
- 97. Rallying other Drivers to forfeit the competition - Any Drivers found to be instigating forfeits from other Drivers will be removed from Winter Heat Series competition. This includes creating group conversations on any platform asking other Drivers to retire/forfeit.
- 98. Driver management and personnel – no person associated with a Driver (for example, Driver’s managers or agents), other than such persons permitted by the Winter Heat Series, will be allowed on site during an event or to associate, engage or otherwise interfere with the Winter Heat Series officials or participants in any way.

LIMITATION ON LIABILITY

- 99. MSG accepts no responsibility for any costs associated with any prizes or a participant’s participation in the Winter Heat Series that are not expressly stated to be MSG’s responsibility.
- 100. Additionally, each prize winner is solely responsible for all applicable federal, state and local taxes, including taxes imposed on their income.
- 101. MSG accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by a Driver as a result of participating in the Winter Heat Series or accepting any prize. MSG further disclaims any liability for any injury or damage to a Driver’s or any other person’s devices relating to or resulting from participation in or downloading any materials in connection with the Winter Heat Series, excluding (1) death or personal injury caused by MSG’s gross negligence; (2) liability that arises from fraud or fraudulent misrepresentation knowingly committed by MSG; or (3) any other reason or cause which cannot be excluded by law.
- 102. MSG shall not be liable for any failure to comply with its obligations relating to the Winter Heat Series where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

MISCELLANEOUS

- 103. All decisions by MSG in respect of Sporting Regulations, the Terms and Conditions, the Privacy Policy, and/or any applicable supplemental rules issued by MSG shall be final.
- 104. MSG reserves the right to modify these Sporting Regulations, the Terms and Conditions, the Privacy Policy, and/or any applicable supplemental rules at any time. This includes changes due to software updates or releases, and any other change deemed necessary by MSG.



105. These Sporting Regulations and any applicable supplemental rules will be applied by MSG in such a manner as to ensure the spirit of competition and fair play of the Winter Heat Series is upheld. Drivers should check all applicable rules and the Website prior to any race event to ensure they are in compliance with any and all rules at all times.

WE RESERVE THE RIGHT TO CHANGE THE RULES AT ANY TIME