

# PORSCHE ESPORT CARRERA CUP DEUTSCHLAND RACE AT HOME – TERMS & CONDITIONS

These terms and conditions of participation apply to the simulated motorsport competition “Porsche Esports Carrera Cup Deutschland Race at Home” (PECCD Race at Home), which takes place on June 06, 2020.

## 1. Competition Organizer

Porsche Deutschland GmbH, Porschestraße 1, 74321 Bietigheim-Bissingen, Germany (hereafter: “**Organizer**”) is organizing the “PECCD Race at Home” competition (hereafter: “**Competition**”). The Competition is supported by RaceRoom and OMG Fuse.

## 2. Participation Time

Participation is possible on June 06, 2020, only.

If cheating, a virus, bug, catastrophic event or any other unforeseen or unexpected event that cannot be reasonably be anticipated or controlled affects the fairness and/or integrity of this Competition, the Organizer reserves the right to cancel, change or suspend this event.

## 3. Eligibility

Participation is possible for drivers only who are at least 18\* years old and who are holder of a valid racing licence (intl. C) for real-world racing. Furthermore, participants have to be part of a European racing team, which declared to the organizer the intention to start in the PCCD season 2020.

The organizer reserves the right to invite guest drivers to the Competition; guest drivers drive out of the Competition and are excluded from the prizing.

Employees of Porsche Deutschland GmbH, Dr. Ing. h.c. F. Porsche AG and its subsidiaries, and the members of their families, and employees of service providers (RaceRoom, OMG Fuse) or cooperation partners who are or were involved in the creation or development of the Competition, and the members of their families, are excluded from participation.

\*If the legal guardians give their consent, the Organizer can make a exemption to drivers, who are below the age of 18 years, but at least 16. In this case please contact [carreracup@porsche-veranstaltungen.de](mailto:carreracup@porsche-veranstaltungen.de).

Only one participation/entry per person is allowed. Drivers are neither allowed to participate with foreign accounts nor to change their account after the first participation. The Organizer may allow a change of accounts in special cases. The Organizer reserves the right to exclude from the Competition participants who participate in the Competition more than once or who otherwise manipulate or try to manipulate the Competition. Participants who give false or incorrect information can also be excluded. Use of any automated system or any like methods to participate in the Competition is prohibited and will result in disqualification of any participant attempting such use.

#### **4. Participation Arrangements**

Participation is only possible online with a password which is distributed via e-mail and in compliance with these Terms and Conditions and the rules of RaceRoom. By participating, the user automatically accepts these Terms and Conditions and the RaceRoom General Competition Rules (<https://www.raceroom.com/wp-content/uploads/2020/01/RaceRoom-GeneralCompetition-Rules-1.01.pdf>).

Participants have to provide their name, date of birth, country of residence and email address. Participation in the Competition is free-of-charge.

Internet access is required for participation in the Competition. All costs incurred in the context of participation, such as costs for Internet usage etc. must be borne by the participants.

#### **5. Declaration of Consent**

The participants agree that their names will appear in live streams and press releases handled by the Organizer, RaceRoom, OMG Fuse and the Porsche Carrera Cup Deutschland Social Media Channels

## **6. Competition Rules**

### **6.1 Glossary**

- Driver: Person that drives in the Competition.
- Race Server: In-game room drivers join to participate in an event.
- Staff: Person(s) organising the leagues for RaceRoom.
- Text Chatting: Use of the in-game chat function which drivers can use to send text messages to other competitors and/or staff.
- Voice Chatting: Speech between two or more persons, usually via Discord, but refers to contact through any other software.

### **6.2 Decisions by the RaceRoom Staff**

The RaceRoom staff consists of the following persons:

- Thomas Bienert (RaceRoom)
- Robert Wiesenmüller (RaceRoom)
- Mike Bell (RaceRoom)
- Daniel Arians (OMG Fuse)

The „RaceRoom“ and „Sector3“ accounts on the forum [forum.sector3studios.com](http://forum.sector3studios.com) also count as staff.

The Staff can be contacted via e-Mail at [Porsche@fuseint.com](mailto:Porsche@fuseint.com).

The decisions made by the RaceRoom staff are binding. If a situation is not covered by the rules, the RaceRoom Staff will have the final decision on it. Any statements made by the RaceRoom Staff on the Forums, at Events, in Text Chatting or in Voice Chatting, that are specified as rules, also count as rules and have to be accepted by all drivers.

### **6.3 Broadcasts**

The multiplayer races will be streamed live with German commentary on the Twitch Channel of RaceRoom, YouTube and Facebook Live Channels of Porsche and maybe others.

If you want to stream the races in a local language, or stream a lower server, please contact [competition@raceroom.com](mailto:competition@raceroom.com).

## 6.4 The Competition

The Competition is one closed single event on June 06, 2020. The multiplayer race is the main competition.

Race day

Circuit	Multiplayer race live	Ingame Time
To be announced 4 days before event	06.06.2020 14:00 CEST	Noon

On the race day the following schedule is fixed:

14:00 Cest Free Practice 35 minutes

14:30 CEST Stream Start

14:35 CEST Qualifying 15 minutes open session

14:50 CEST 5 minutes warm up

14:55 CEST Race 1 30 minutes standing start

15:25 CEST 5 minutes warm up

15:30 CEST Race 2 30 minutes standing start

During the season, UK is CEST +1 while mainland Europe is CEST +2.

### 6.4.1 Qualifying for the Competition

The race is a closed competition for drivers driving in racing teams with the intention to start at the PCCD. There is no need for a qualification. A limited amount of guest drivers will be invited to participate in the live-streamed multiplayer race. All drivers must confirm their participation in writing (e-mail) by Wednesday, 1st of June 10.00 am (CEST). If the commitment is not given by the deadline, the driver may be replaced by another participant. It shall be up to the organizer to decide whether a replacement is made.

If you cannot participate, and you know so during the confirmation period, please tell us that you cannot attend and your spot will be allocated to another driver. There are no negative consequences to this.

Once the grid is final, drivers will receive the gridmail via e-mail before the race on race day. There they can see on which server they drive.

Once you have confirmed your presence, you are expected to show up for the event.

The General Competition Rules regarding attendance in §15.7 and §15.8 are in effect.

## **6.4.2 Cars and Liveries**

On the leaderboard and during the whole competition, drivers must use the official Porsche GT3 Cup vehicle which is available at the RaceRoom store. During the whole competition the drivers will be equipped with default liveries from Porsche. BoP in each race will be in place, to guarantee equal chances. We will announce the final BoP in the invitation mail.

Liveries will be assigned by the race direction too.

## **6.4.3 Server Information and Server Setting**

Server information and passwords will be distributed via e-Mail. You can join the server in the multiplayer section of RaceRoom Racing Experience.

Difficulty: GetReal

Fuel Usage: Off

Tyre Wear: Normal

Mechanical Damage: On

Damage: Basic (suspension damage disabled, all other damage on)

Qualifying: Unlimited laps, open session

Formation Lap: No

Type of Start: Standing

Fixed Setups: Yes

Flag Rules: Visual Only

Cut Rules Penalties: In-Game, slowdown penalties

Mandatory Pitstop: No

Automatic Clutch: Allowed

Automatic Gears: Allowed

Game time: See calendar

Weather: Default

### **6.4.3.1 Joining and leaving the server**

Joining the server has to be done in the practice session at the beginning of the event. Leaving the server before the session swaps over is not allowed. If your name is missing from the server result file because you left the server too early you will not set a time or score points.

It is recommended to save the results files, and to take a screenshot of the race results ingame, in case complications with the results occur.

### **6.4.3.2 Championship**

There are two races which are evaluated separately.

### **6.4.3.3 Championship Title**

The two drivers who won the first places at the end of the Competition will be both crowned Porsche Esports Carrera Cup Deutschland Race at Home Champion!

#### 6.4.4 Prizing

1 <sup>st</sup> place	3.500 € Season Entry Fee Support for the PCCD season 2020
2 <sup>nd</sup> place	2.500 € Season Entry Fee Support for the PCCD season 2020
3 <sup>rd</sup> place	1.500 € Season Entry Fee Support for the PCCD season 2020

The prize money will be awarded to the teams of the winning drivers as a credit for the season entry fee to the Porsche Carrera Cup Deutschland 2020 season; it will be offset against the season entry fee for the teams the driver is starting for. If the team will not be part of the 2020 season, the prize money lapses.

Prizes are not transferable to another team or within the team to another driver and not eligible to payment in cash.

Guest drivers are part of the Competition, but excluded from the prizing. The next placed driver will get the prize money.

## **6.4.5 Race Rules, Incidents and Penalties**

### **6.4.5.1 Etiquette**

The etiquette follows the rules from the RaceRoom General Competition Rules in §11, §12 and §13.

### **6.4.5.2 Flag rules**

The flag rules follow the rules from the RaceRoom General Competition Rules in §14.

### **6.4.5.3 Definition of Incidents**

"Incident" means any occurrence or series of occurrences involving one or more drivers, or any action by any driver, which is reported to the stewards by other drivers which include (but is not limited to):

- Causing a collision which disadvantages competitors.
- Forcing a driver off the track.
- Illegitimately preventing a legitimate overtaking manoeuvre by another driver.
- Illegitimately impeding another driver during overtaking.
- Dangerous driving.
- Using in-game text chat during qualifying or race sessions
- Lack of respect, foul language or bad attitude towards other drivers, staff, or the spectators
- Violations of track boundaries
- Unsafe track entry

### **6.4.5.4 Reporting Incidents**

#### **a) Report procedure**

If you feel like another driver has disadvantaged your race, you or your teammate can report him to the stewards via e-mail to [competition@raceroom.com](mailto:competition@raceroom.com).

Please provide it in the following form:

Your name:

Offending name:

Race, corner and lap:

Short description of the incident:

Separate incidents have to be covered in separate reports.

Please upload the replay on a filehoster and provide it in the report, if you are driving in a race which is not streamed on an official RaceRoom channel.

#### **b) Rules for reports**

You can only report incidents which have affected the race of your team. Reporting scenes that have no influence on your race is not allowed and the reports will be ignored.

#### **c) Deadline for reports**

Incident reports have to be provided between Tuesday after the race, 00:01 CET and Wednesday after the race, 23:59 CET.

On the evening of the race, there is a cooldown period.

**d) Appealing penalties**

Appealing penalties after the fact is not possible.

**e) Conduct with report and defence statements**

Any reports that contain disrespectful or discriminatory comments towards the race direction or other competitors will be ignored, and the offender will be excluded from future events of RaceRoom.

**f) Automatic staff reviews**

The staff has the right to investigate incidents that are visible on the broadcast, but will only do so in case of extreme misbehaviour.

**g) Incident review format**

Incidents will be investigated after the race and after the end of the report deadline. They will be posted in the forums: <https://forum.sector3studios.com/index.php?forums/Esports/> on Monday after the race.

**h) False reports**

If the incident report does not contain enough information, or wrong information, the stewards have the right not to review the incident.

If a driver repeatedly reports incidents that have not happened, he will be penalized himself.

#### **6.4.5.5 Penalties**

In this Competition, you can receive points penalties and/or strikes for unfair driving.

**a) Penalty point catalogue**

A regular penalty is 6 points + 1 strike.

In cases where no driver is disadvantaged, but the offending driver still broke the rules, such as (but not limited to) careless driving, contact with no position loss, track limit infringements with no advantage gained or unintentional contact with small time loss, the penalty may be reduced to a warning or the point penalty may be halved. No strike is given.

In cases such as (but not limited to) disadvantaging a large group of drivers due to contact, very careless driving, repeated track limit infringements to gain an advantage, the penalty points maybe doubled and 2 strikes may be given.

In severe cases, such as (but not limited to) extremely careless driving or constant track limit infringements to gain an advantage, the penalty may be multiplied by 3, and 3 strikes may be given.

Extreme cases, such as (but not limited to) deliberately wrecking another driver will lead to a disqualification and to an instant ban from ALL events of the Esports WTCR, including any further events in 2020, and 8 strikes. His points score of the championship will be reset to 0 (with no other drivers moving up in previous rounds). Most extreme offenses, as listed in the General Competition Rules under §15.8, will lead to an exclusion from all RaceRoom Competitions for at least one year.

Repeat offenders may have to face a harsher penalty.

This penalty point catalogue is not complete. If you find a new way to break the rules which is not covered here, you will still receive a penalty. Also, the stewards can adjust these penalties according to the circumstances.



The strike and attendance competition-overarching lists are active in this competition.

**b) License points system**

When you receive 3 strikes, you will not be allowed to participate in the next Race.

When you receive 5 strikes, you will be excluded from the entire Competition.

License points cannot be dropped, removed or taken back throughout the shootouts.

The competition-overarching rules specified in the General Competition Rules in §15.5 are still active.

**6.4.5.6 Betting**

Any sort of betting on the races by participating players is prohibited. Infringement of this will lead to a permanent ban from any further events of the Organizer.

**6.4.5.7 Names, Symbols, Sponsors**

The Organizer reserves the right to forbid unwanted names, brands or symbols in the Competition. This also implies legally protected words or symbols. Advertisement or promotion for sponsors that are solely or widely known for pornographic, drug use or other adult themes and products needs to be allowed by the Organizer in advance.

## **7. Limitation of Liability**

The Organizer's obligation to pay damages shall be restricted as follows:

(a) For the breach of essential contractual obligations, the Organizer shall be liable up to an amount limited to the damage that is typically to be expected at the conclusion of the contract. Essential contractual obligations are those which enable the fulfilment of the orderly performance of the Competition in the first place, and in the compliance of which the participant can and will rely on a regular basis. The Organizer shall not be liable for the breach of non-essential contractual obligations.

(b) The aforementioned limitation of liability shall not apply in the case of damage caused by intent or gross negligence, personal injuries or for liability as per the German Product Liability Act and in the case of other mandatory liability conditions.

## **8. Applicable law and Legal Process**

These Terms and Conditions are governed by the law of the Federal Republic of Germany. Recourse to the courts is not permitted.

## **9. Data Protection Notice**

The participant data given in the course of participation will be collected, processed and used by the Organizer solely for the provision of the Competition. This data will be handled strictly confidentially, will not be shared with third parties, apart from with cooperation partners commissioned with the provision of the Competition (RaceRoom and OMG Fuse) and will not be used for advertisement purposes. Participants can at all times demand that the Organizer provide them with information in relation to what personal data has been stored, demand that the Organizer modify or delete this data and withdraw their consent to the use of this data at <https://www.porsche.com/germany/privacy/contact/>.

You can find more information in relation to data protection at:

Porsche Deutschland GmbH: <https://porsche-datenschutz.de/>

RaceRoom Entertainment AG: <https://www.raceroom.com/en/privacy-policy/>

## **10. Taxes**

### **10.1 VAT**

The prize money and the prizes in kind are generally not classified as an exchange or supply of goods/services from a VAT perspective. If the prize money is given to the driving teams as a rebate to the participation fees to the Porsche Carrera Cup Deutschland, the prize money may be classified as a consideration by Series Organiser to the teams for their participation in the race as part of an exchange of supply or services from a VAT perspective.

Generally the prize money is paid net. If the prize money is part of an exchange of supply or services as described above the prize money is paid plus VAT, if VAT should arise according to the applicable VAT law.

In order to check if VAT is to be charged as per the applicable VAT law, the teams must confirm their status as entrepreneurs for VAT purposes by indicating their tax number, resp. VAT identification number. After having provided a valid VAT registration number to Series Organiser, Series Organiser will issue a credit note to team.

*This paragraph is currently under final review and subject to changes before the payout of the prize money.*

### **10.2 Withholding Income Taxes**

According to § 50a EStG, Porsche has to withhold and pay 15.825% of the remuneration (price money paid and also prizes in kind) for assignment of property rights (personal rights and other image rights) and for races located in Germany to the German tax office on behalf and for account of teams, who are not unlimited income tax payer in Germany. In this case, the prize money and prizes in kind to be paid / given out to such an entrant will be reduced by this withheld income tax to a net value of 84.175%.

The remuneration will be split as follows: 20% royalties, 80% activity through races.

In specific cases, teams registered in another country, which has a double taxation system in place, can have the withheld tax in Germany reimbursed, if they apply for reimbursement with the Federal Central Tax Office in Bonn.

*This paragraph is currently under final review and subject to changes before the payout of the prize money.*