

# **PORSCHE ESPORT CARRERA CUP DEUTSCHLAND – TERMS & CONDITIONS**

These terms and conditions of participation apply to the simulated motorsport competition “Porsche Esports Carrera Cup Deutschland” (PECCD), which takes place between May 22, 2020 and September 06, 2020.

## **1. Competition Organizer**

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

## **2. Participation Time**

Participation is possible from 22 May 2020 to 06 September 2020.

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**

You are eligible to participate if you are at least 18 of age or have otherwise reached the age of majority in your jurisdiction of residence and live in Germany, France, Italy, Spain, Portugal, Austria, Belgium, Poland, Czech Republic or Switzerland. Potential winners may be required to provide proof of legal residency upon request prior to prize award.

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.

Only one participation/entry per person is allowed. Players 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 on <http://game.raceroom.com/championships/54> and subject to acceptance of and 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

In order to qualify for the **final**, participants first need to pass an **online qualification and a semi-final**

**process** via raceroom.com. PECCD drivers will qualify directly into the final (also online via raceroom.com) without a semi-final.

### 6.4.1 Online Championship Calendar

#### a) Qualifying Period

<b>Participants</b>	<b>Circuit</b>	<b>Start of Leaderboard</b>	<b>Deadline for Qualifying</b>	<b>Ingame Time</b>
SimRacer	Most	22.05.2020 18:00 CEST	24.05.2020 19:30 CEST	Noon
PCCD Driver SimRacer	Nordschleife	12.06.2020 18:00 CEST	14.06.2020 19:30 CEST	Sunset
PCCD Driver SimRacer	Oschersleben	10.07.2020 18:00 CEST	12.07.2020 19:30 CEST	Afternoon
PCCD Driver SimRacer	Sachsenring	14.08.2020 18:00 CEST	16.08.2020 19:30 CEST	Sunset
PCCD Driver	Spa	21.08.2020 18:00 CEST	23.08.2020 19:30 CEST	Noon

#### b) Semifinal SimRacer

<b>Participants</b>	<b>Circuit</b>	<b>Multplayer race live</b>	<b>Ingame Time</b>
SimRacer	To be announced 24hrs prior event	23.08.2020 18:30 CEST	To be announced 24hrs prior event

#### c) Final event

<b>Participants</b>	<b>Circuit</b>	<b>Multplayer race live</b>	<b>Ingame Time</b>
PCCD Driver SimRacer	To be announced 24hrs prior event	05.09.2020 14:00 CEST	To be announced 24hrs prior event

## **6.4.2 Qualifying for the online multiplayer semifinal**

Qualifying sessions will be accessible via the following link:

<http://game.raceroom.com/championships/54>

At the deadline of each qualifying period, the eight (8) best online drivers will be invited by email to participate in the live-streamed multiplayer semifinal to save a spot for the online final event. It does not matter if you have a time attack license (A, B, C, D) or not. Every entry on the leaderboard, if it complies with the other rules, is eligible.

Invitations will be sent via e-mail on Wednesday after each qualifying period. Drivers must confirm their participation in writing by no later than Friday, 10.00 noon (CEST). If the commitment is not given by the deadline, the qualifier may be replaced by the next participant from the respective ranking list. 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.

## **6.4.3 Qualifying for the online multiplayer final**

At the end of the semifinal, the fourteen (14) best online drivers will be invited by email to participate in the live-streamed multiplayer final.

Invitations will be sent via e-mail on Wednesday after the semifinal. Drivers must confirm their participation in writing by no later than Friday, 10.00 noon (CEST). If the commitment is not given by the deadline, the qualifier may be replaced by the next participant from the respective ranking list. 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.

#### **6.4.4 Cars and Liveries**

On the leaderboard and during the whole Competition, qualified drivers must use the official Porsche GT3 Cup vehicle which is available at the RaceRoom store.

During qualifying the Porsche GT3 Cup must be used in its factory livery. During semifinal and final the qualified SimRacers will be equipped with default liveries from Porsche. The qualified PECCD drivers will be equipped with their real liveries from their PCCD GT3 Cup vehicle for the final. 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 as well.

#### **6.4.5 Time Attack Qualifying**

- Difficulty: Free choice
- Fuel Usage: Off
- Tyre Wear: Off
- Mechanical Damage: On
- Damage: Basic
- Fixed Setups: Yes
- Cut Rules Penalties: In-Game, slowdown penalties
- Automatic Clutch: Allowed
- Automatic Gears: Allowed

#### **6.4.6 Multiplayer Semifinal and Final**

##### **6.4.6.1 Championship format**

The multiplayer events are the main competitions. Joining is only possible by invitation, after qualifying on the respective leaderboards. Results are automatically updated and will be visible here:

<http://game.raceroom.com/championships/54#standings>

Updated information, news and penalties can be found here:

<https://forum.sector3studios.com/index.php?forums/Esports/>

#### **6.4.6.2 Race Format Semifinal**

18:30 CEST Free Practice 35 minutes

19:00 CEST Stream Start

19:05 CEST Qualifying 15 minutes open session

19:20 CEST 5 minutes warm up

19:25 CEST Race 1 30 minutes standing start

19:55 CEST 5 minutes warm up

20:00 CEST Race 2 30 minutes standing start

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

#### **6.4.6.3 Race Format Final**

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.

#### **6.4.6.4 Server settings**

- Difficulty: GetReal, assists can be used with penalty weight
- 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

#### **6.4.6.5 Server information**

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

#### **6.4.6.6 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.

#### **6.4.6.7 Race Results**

The finishing order of the race, which is displayed on the results screen ingame, is provisional.

The results are only official after the official penalty report has been released by the stewards here:

<https://forum.sector3studios.com/index.php?forums/Esports/>

Points tables and race results will be updated subsequently.



#### **6.4.6.8 Point Allocation and Championship**

Multiplayer Final:

Position	Points
1	25
2	22
3	20
4	18
5	16
6	14
7	12
8	10
9	9
10	8
11	7
12	6
13	5
14	4
15	3
16	2
17	1
18	0
19	0
20	0

The points scored will be added to form a championship table. The championship standings can be viewed at

<http://game.raceroom.com/championships/54#standings>

In case of a points tie at the end of the second race, the following factors are deciding:

- Result in Race 1

In order to receive points, the game has to count you as a finisher. Penalty points will be subtracted from the score of the driver.

#### **6.4.6.9 Championship Title**

The driver with most points at the end of the Competition will be crowned Porsche Esports Carrera Cup Deutschland 2020 Champion!

## 6.4.7 Prize Money

1 <sup>st</sup> place	5.000 € cash prize + Invitation for the PCCD closing gala (including accommodation and one accompanying person) + Trophy
2 <sup>nd</sup> place	3.000 € cash prize + Invitation for the PCCD closing gala (including accommodation and one accompanying person) + Trophy
3 <sup>rd</sup> place	1.000 € cash prize + Invitation for the PCCD closing gala (including accommodation and one accompanying person) + Trophy

Every participant of the final event will receive a goodie bag and is allowed keeping the official Porsche T-Shirt as reward.

## 6.4.8 Race Rules, Incidents and Penalties

### 6.4.8.1 Etiquette

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

### 6.4.8.2 Flag rules

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

### 6.4.8.3 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

#### **6.4.8.4 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.

### **6.4.8.5 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 may be 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.

**c) Announcement of penalties**

Full descriptions of the stewards decisions will be released here:

<https://forum.sector3studios.com/index.php?forums/Esports/>

**6.4.8.6 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.

**6.4.8.7 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. Generally the prize money is paid net.

If the prize money is part of an exchange or supply of goods/services the driver must inform Porsche. In this case, 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 drivers confirm their status as entrepreneurs for VAT purposes by indicating their tax number, resp. VAT identification number. Driver will issue an invoice in line with the applicable law to Porsche.

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 entrants, 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, drivers living 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.

If, in the case of a driver from Germany, it is not clear whether his primary residence is located in this country, Porsche can only renounce on taxation if a location certificate issued by his tax office has been presented.

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