

By registering to participate in the Fantasy Rallycross game governed by these terms and conditions and the Game Rules (as defined below) ("the Game") you hereby agree to be bound by and to abide by the following terms and conditions.

### **Applications and Registration**

1. All applications to participate in the Game must be made online on the FIA World Rallycross website at [www.fiaworldrallycross.com](http://www.fiaworldrallycross.com) ("the Site") and strictly in accordance with the relevant instructions. No applications to enter made in any other manner will be accepted. Where your application is accepted, you will become known as a 'Player' in the terms below.
2. Entry into the Game is open to both UK and non-UK residents. Employees (and their immediate families) of International Management Group (UK) Limited ("IMG") are ineligible to win any prizes. If such person would otherwise win a prize, it shall be awarded to the next placed Player. If you are under 18 years of age, the relevant additional terms contained herein are extra terms which will apply to you when playing the Game.
3. No purchase of any item or service is necessary in order to enter the Game and no payment is required from you to enter the Game. The sole consideration required from you is that you agree to be bound by these terms and conditions and by the Game Rules as defined below.
4. Entries must not be submitted by agents or third parties. No responsibility can be accepted for lost, delayed or incomplete entries or entries not received by IMG for any reason. Any such entries will be deemed void (concerning which the decision of IMG shall be final).
5. While there is no limit on the number of entries per household or organisation only one entry in respect of the Game per unique registered user of the Site is permitted (concerning which the decision of IMG shall be final).
6. While there is no closing date for entries, IMG will publish from time to time deadlines by which you must be registered as Players in order to qualify for points awarded in respect of any round of the Game. Any such information on how and when to enter for the Game forms part of these terms and conditions.
7. IMG reserves the right to suspend and delete entries that are deemed to be inappropriate or offensive. Depending on the seriousness of the situation, the user's account may be deleted in its entirety without notice. Any such decision to do so by IMG is final.
8. In the event that (other than in the circumstances at term 7 above) entry names are deemed unsuitable IMG may reject such names. In this instance, any names so rejected may be changed and notified to IMG within seven (7) days. In the event that the alternative name proposed on behalf of any applicant to play the Game in such circumstances is again rejected at IMG's discretion the relevant applicant will be treated as being in breach of these terms and conditions.
9. Any personal information which you submit will be controlled in accordance with IMG's privacy policy and all UK legislation governing the same. For the avoidance of doubt, we will not disclose your personal information to any other Player unless a) this is restricted to those details in term 19, or b) if we are required to do so by a competent authority or court within the United Kingdom.
11. IMG doesn't condone users setting up/joining leagues charging for entry and cannot be held responsible for their management or any loss suffered through users' involvement.

### **The Game Rules**

12. The Game will be governed by the Game Rules from time to time published on the Site by IMG, currently at <http://test.rallycrossrx.com/fantasyrx-rules> ("Game Rules"). IMG reserves the right to alter, amend or supplement the Game Rules from time to time in its absolute discretion in the event of any circumstances beyond its reasonable control arising or where it considers it desirable to do so. You agree that no liability shall attach to IMG as a result of any such change and so are advised to check the Game Rules regularly from time to time. The Game Rules form part of these terms and conditions.

13. IMG will be the sole decision-maker of any matter of interpretation of the Game Rules and any aspect of the content of, or playing of, the Game. IMG will not enter into correspondence relating to such matters and its decision as to any matter arising out of or in connection with the Game Rules including but not limited to the allocation of points to any Player and/or the award of any Prize shall be final and conclusive.

### **Prizes and Winner's Details**

14. The prizes awarded in respect of the Game ("Prizes") will be at the discretion of IMG from time to time and will be posted on the relevant Game entry page, and IMG reserves the right to alter and amend the Prizes where circumstances beyond its reasonable control require it to do so.

15. The first Prize ("Winner's Prize") will be awarded on an Event-by-Event basis throughout the Championship to the Player who according to IMG's determination is at the highest points scorer at the end of each Event Game (for the avoidance of doubt, an Event being one round of the individual FIA World Rallycross Championship, e.g. World RX Portugal being one Event Game)). Proof of age will be required for each Winner's Prize.

16. Subject to any unforeseen changes, the Winner's Prize for each Game Event will be clearly stated in the entry form of each Event Game.

17. Prizes are not transferable and are non-exchangeable and no cash alternative will be offered in any circumstances.

18. Winners will be notified of their success by email no later than seven (7) days after the completion of each Event at which time they must confirm their contact details prior to the Prize in question being delivered.

19. The winners' names will be published on the Site no later than seven (7) days after the completion of each Event or alternatively, they are available by sending a stamped self-addressed envelope to International Management Group (Ltd), Chiswick Business Park, 566 Chiswick High Road, London, W4 5HR.

20. Subject always to term 21 below, Players' names and addresses and the winners' photographic images and their comments relating to any Prize may be used without limitation for future promotional, marketing and publicity purposes of IMG in any and all media worldwide without notice to them and without any fee being paid.

21. If you are under 18, then the above Prizes information will apply differently to you should you win a Prize. Please see terms 27-30 below.

22. You are entirely responsible for any messages which you post. You shall be entirely responsible for any losses that IMG, or any other users may suffer as a result of any messages you post, or otherwise as a result of your use of the Game.

23. Generally, you must ensure that you only use the message boards in order to post messages which are (in the reasonable opinion of IMG) legal, decent, proper and relevant.

24. By way of example, and without limiting your obligations contained herein, you must ensure that you:

1. comply with any instructions from IMG;
2. do not defame, threaten, harass, abuse, or otherwise violate the rights of others (whether they are users of the Game or not);
3. do not post messages which are unlawful, defamatory, obscene, objectionable, or inappropriate;
4. do not bring IMG, the FIA or the sport of Rallycross into disrepute;
5. do not promote or provide unlawful instructions to others;
6. do not post any messages which could interfere with the intellectual property rights or confidential information of others;
7. do not post messages containing commercial messages or advertising;
8. do not impersonate anyone else;
9. do not use the message boards to harvest personal information about others;
10. do not contain personal information of others in any messages, unless that use is lawful, or you have their consent; and
11. do not transmit any viruses or other harmful code.

Please note that IMG will seek to use these terms to prohibit all such behaviour. However, IMG cannot guarantee that you will not be exposed to such behaviour. If you should encounter it, please feel free to make a complaint accordingly by emailing [rallycross@img.com](mailto:rallycross@img.com)

25. IMG advises that you exercise caution in revealing any personal information about yourself on any message boards.

26. IMG reserves the right at any time and for any reason to:

1. temporarily or permanently suspend your access to the message boards;
2. delete any of your messages;
3. require any of your future messages to be pre-vetted;
4. take any other action against your account as it sees fit.

### **Applicants Under 18 Years of Age**

27. If you are under 18 years of age, then you are welcome to enter the Game, but you should carefully read these terms, and ensure that your parent or responsible guardian also does so, before submitting your application.

28. You will only be eligible for the Winner's Prize if we receive a note of written consent from your parent or guardian confirming that:

1. they were happy for you to play the Game;
2. that they are happy for you to receive the winner's Prize; and
3. they will accompany you at all times on the trip if any Prize includes a trip and/or travel.

29. If you do win a Prize, and if IMG wishes to use any comments, details, or photographs of you, then they will always seek the express written consent of your parent or guardian before doing so.

30. If when using the message boards you feel at any time harassed, distressed, or bullied by any of the messages, please immediately email [rallycross@img.com](mailto:rallycross@img.com) and also inform your parent or guardian.

### **Responsibility and Remedies**

31. The extent of IMG's responsibility to you has been determined in the context of the following:

1. the Game is provided to you free of charge;
2. message boards are not checked or verified by IMG;
3. you are responsible for any action you do or do not take as a result of the Game and the information therein;
4. you are responsible for ensuring that your equipment is enabled with appropriate up-to-date virus checking software.

32. While IMG will endeavour to ensure that the Game is available to you at all times and that the contents are correct and accurate, it cannot make any legal commitment to you that this will be the case. However, IMG will exercise reasonable skill and care in providing any service to you.

33. IMG cannot accept any liability to you for any of the following types of loss which you may suffer as a result of your entry to the Game:

1. loss which was not foreseeable to you and IMG when you first applied for the Game (even if that loss results from IMG's failure to comply with these terms or its negligence);
2. any business loss you may suffer, including loss of revenue, profits, or anticipated savings (whether those losses are the direct or indirect result of IMG's default);
3. loss which you suffer other than as a result of our failure to comply with these terms or our negligence or breach of statutory duty;
4. any loss which you may suffer as a result of or in connection with or arising out of any Prize.

34. Nothing in these terms will limit IMG's liability for death or personal injury arising from its negligence or if they deliberately lied to you before you entered.

35. Any breach by you of the Game Rules from time to time shall also be a breach of these terms and conditions.

36. In the event of any breach by you of these terms and conditions IMG reserves the right to:

1. take any action described herein;
2. refuse entry to the Game;
3. disqualify you from the Game;
4. require any reasonable amendment to your application or entry.

If you are barred or disqualified from entry, you shall not be eligible to participate in the Game under any other identity or team name. Any such decision by IMG shall be final.

37. If any of these terms are determined to be illegal, invalid, or otherwise enforceable then the remaining terms shall continue in full force and effect.

38. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

Promoter: International Management Group (Ltd), Building 6, Chiswick Business Park, 566 Chiswick High Road, London, W4 5HR