

NITRO RALLYCROSS – COMMERCIAL REGULATIONS

SEASON 1 2022 -2023

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1. Terms and Conditions

The terms set out in these regulations are fundamental to the contract between Nitro Rallycross (NRX) and the Team. Any breach of these regulations may result in penalties in accordance with the terms of these Regulations.

Nitro Rallycross organises the NRX Championship (the Championship), which consists of the NRX races that are included in the championship calendar. All of the participating parties undertake to apply as well as observe the rules and their spirit governing the championship. The NRX Championship is open to Teams and Manufacturers who field Entries of one or more Drivers in the 2022 Group E, Supercar, NEXT, Crosscar and SxS classes.

Drivers and Teams competing in the NRX Group E class will be eligible for the titles of NRX Champion and NRX Team Champion.

Drivers and Teams competing in the NRX Supercar class will be eligible for the titles of NRX North American Supercar Champion, NRX European Supercar Champion, NRX World Final Supercar Champion and NRX Supercar Team Champion. Drivers competing in the NRX NEXT Class will be eligible for the titles of NRX North American NEXT Champion, NRX European NEXT Champion and NRX NEXT World Final Champion.

Drivers competing in the NRX Crosscar Class will be eligible for the title of NRX Crosscar Champion.

The Championships consist of the NRX races that are included in the NRX championship calendar. All of the participating parties undertake to apply as well as observe the rules and their spirit governing the championship.

Teams and their designated Drivers participate in the championship entirely at their own risk. NRX, USAC, the racetrack, organisers, organising club and officials relinquish all responsibility for injuries, accidents or other such events that occur during practice and competition.

2. Entries

2.1. All Teams must submit an application to NRX prior to the championship. When the application has been approved, it constitutes a binding contract and can only be revoked without a fee with NRX approval.

2.2. Team and individual entries may be accepted for full or partial season participation. The deadline entry submission shall be stated on the Entry form. NRX may accept or refuse to accept late Entries. Late Entrants, if accepted, may be penalised by NRX. No Entry date here?

2.3. An Entry by electronic mail or other means delivered by the closing of the Entry deadline may be accepted, provided it is subsequently accompanied by the Entry fee within 48 hours of NRX's receipt of the Entry or as otherwise directed by NRX.

2.4. The individual signing the application materials represents that the individual is authorised to act on behalf of the named Team or Driver? in all matters. Additional corporate representatives may be listed, and the authority of any individual may be limited.

2.5. An approved Entry serves as the authorisation to compete in a specific Event or Events(s) on behalf of the specific Entrant to whom the Vehicle number is assigned and acknowledgement of an agreement to the Rules.

2.6. If an individual/entity participates in any Event without having properly submitted fully executed Entry form materials, the individual/entity, by such participation, nevertheless agrees that the individual/entity is subject to all Rules and all statements, releases and obligations appearing in the Entry form materials for the Event, as if the individual/entity had properly submitted fully executed Entry form materials.

2.7. In recognition of the support of racing fans and efforts and monies expended by sponsors, NRX and Event Promoter in connection with the Events, Team agrees to participate in any and all portions of on-Track Events in which Team has submitted and NRX has approved, an Entry. Entrant agrees not to engage alone or with others in tactics which would disrupt or delay the on-Track Events and to cooperate fully with ceremonies preceding, during and following the on-Track Event and to refrain from any conduct which would disrupt or detract from such ceremonies.

2.8. Entrant understands and agrees that NRX has the right at any time to withdraw the privileges of participation or otherwise reject, exclude or disqualify any Team including but not limited to any Vehicle, Driver or other Participant, if NRX in its discretion determines that rejection, exclusion or disqualification is in the best interest or integrity of the NRX, the Series or the promotion of Events. A Team, Driver and any third party they represent shall have no claim for damages or injunctive relief against NRX, any Event Promoter and/or their representatives by reason of such rejection, exclusion or disqualification.

2.9. Entries, even once accepted, are revocable by NRX at any time and for any reason.

2.10. Any changes to an approved Entry form shall be completed on NRX provided forms and subject to approval by

NRX prior to the Entrant's Vehicle participating in any on-Track activities.

2.11. If a corporate representative's status changes, NRX may require an individual authorised to act on behalf of the Entrant to submit new application materials for that Entrant for approval. NRX may require an Entrant to submit another Entrant License fee and resubmit any other materials including, without limitation, a Leaders Circle Program Agreement, Entry forms, or any other requirements as determined by NRX.

2.12. Upon request, NRX must be provided satisfactory information regarding ownership of a Team.

3. Eligibility

3.1. After receipt of the application materials, the Team's competitive and business viability will be assessed to determine whether to approve and issue the Entrants license. Factors taken into account may include, without limitation:

3.2. Purchase and/or lease agreements with Manufacturers;

3.3. Purchase and/or lease agreement for its shop;

3.4. Employment or consultancy agreements with key personnel including, without limitation, team manager, engineer, chief mechanic and Driver. Entrant must remain in Good Standing at all times.

3.5. Driver licensing is governed by Section (7) of Each Class NRX Sporting Regulations and may vary depending on the particular on-track activity. Copies of all necessary license applications and membership forms can be found on the USAC website at www.usacracing.com.

3.6. NRX may continuously re-evaluate the eligibility and performance of a Driver or Team to determine if the Driver and/or Team shall remain licensed. As part of such evaluation, NRX may consider input from any Official, any Driver and others as NRX determines appropriate and may require a Driver and/or Team to participate in Testing under the observation of Officials, Drivers, and/or others.

4. Participation

4.1. Any Driver, Entrant, or other Member who by Entry form or other means has agreed to participate in an Event may be penalised for failing to participate in any portion of such Event. Entry fees are non-refundable.

4.2. In order to participate in an Event, the Vehicle must be properly entered and be designated and explicitly identified by Vehicle number on only one Entry form for that Event. Notwithstanding any prior NRX approval, any Vehicle participating in an Event while in noncompliance with the above requirements may be disqualified and any Team who

causes such noncompliance may be disqualified and/or otherwise penalised by NRX.

4.3. Once an Event has begun, Team Vehicle(s) must remain on the Race Location grounds unless otherwise approved by NRX.

4.4. A Vehicle may compete only in the Events in which the Vehicle is entered. The Entry form must establish the Team's right to enter the Vehicle in the Event and include proof of ownership of the Vehicle acceptable to NRX.

5. Event Cancellation

5.1. Nitro Rallycross and the Event organisers reserve the right to cancel the competition for any given class if there are too few entries to an event.

6. Vehicle Appearance, Numbers and Branding

6.1. By submitting an Entry, all Teams and Drivers consent for Nitro Rallycross to use their likeness and image, including associated team marks, for commercial, publicity, PR and merchandising purposes. The applicant agrees to use the championship's full name in all

commercial or marketing situations they are associated with (in connection with the championship).

6.2. Competition Numbers shall be allocated per Section (9) in Each class Sporting Regulations. All Vehicle numbers are owned by NRX. A Team may be granted the use of a Vehicle number and NRX will not guarantee a request will be granted. All aspects of the Vehicle number including, without limitation, height and width must be approved by NRX prior to use.

6.3. The required Vehicle number locations must be clearly visible as determined by NRX. The number is not required to be continuous in nature, or a traditional font. Trim colour around the number is permitted provided it does not distort the readability and does not apply toward the height or width requirement. See Vehicle Appearance and Branding Illustrations for sizes and locations.

6.4. Names - A Vehicle must have a name that shall be identified on the Entry form. The Entrant represents to NRX that it has the right to use that Vehicle name. The Vehicle name is subject to the approval of NRX and must not exceed 35 characters, including all spaces and punctuation.

6.5. Vehicle Appearance - NRX has the right to control the appearance of Vehicles to distinguish one Vehicle from another. This may include, without limitation Vehicle colour. Vehicles are required to display significantly different colours. NRX requires different colour schemes on any four of the following parts:

- a) Mirror housing
- b) Wing edges
- c) Front and rear bumper trim

6.6. **Series Branding** – Entries agree to comply with the NRX branding requirements, including, without limitation, display of all required emblems on all uniforms, vehicles and other equipment and/or use of all required equipment.

6.7. **Series/Race Entitlement or Presenting Partner** – Entries agree to comply with NRX branding requirements in the case of a Series or Race Entitlement or Presenting Partner. Branding for such partners will be incorporated onto each vehicle, including but not limited to:

- a) Windshield decals
- b) Driver Nameplate/Number Decals
- c) In vehicle branding in the in-car camera arc

6.8. **Series Tyre Supplier** – each vehicle shall feature the branding of the NRX tyre supplier on all four corners of the vehicle in a position approved by NRX.

6.9. Teams must display driver name signs in the paddock above each entered vehicle. These signs should be displayed above the competing Vehicle's tent entrance facing the paddock street. Such signage will be provided by Nitro Rallycross and may not be altered.

7. Advertising

7.1. NRX may regulate or deny the advertising of any product on equipment, apparel or otherwise in connection with a Team, the Series, or any Event.

7.2. Team advertising and branding may not be displayed until it has been approved by NRX. NRX may disapprove advertising for any reason, including, without limitation, advertising which it determines is offensive, inappropriate, illegal, undignified, in conflict with any NRX or Event Promoter sponsorship, contravenes NRX broadcaster regulations, is potentially confusing or may detract from the interest in any Event and/or the integrity of NRX and/or the Series.

7.3. NRX may require a Team to agree in writing with a policy statement regarding advertising of a particular product. Product advertising must comply with all Rules, including without limitation, size.

B. Awards

8.1. Entrants and Drivers displaying the mandatory award sponsors and otherwise complying with the Rules may be eligible to earn awards.

8.2. The distribution of all awards must be approved by NRX and NRX shall determine the eligibility, nature and amount of all awards for each Event and Championship titles.

8.3. All awards may be withheld by NRX in whole or in part, or denied in whole or in part, if NRX determines in its

discretion that any member of Entrant Group has failed in any way to comply with the terms and conditions of the Rules.

9. Promotional Obligations

9.1. **Social Media.** By entering the championship, teams and their drivers agree to promote NRX and its championship events across media and social media channels using full event and Series nomenclature for any events, prizes, titles and awards. Team and Driver social media posts relevant to the series should include the following tags: list #NitroRX and @NitroRallycross

9.2. **Ride-alongs -.** All vehicles must be fitted with a passenger seat and safety equipment that passes inspection by series scrutineers. In the interest of series promotion, NRX or its promoters may schedule one or more media ride-along sessions during the Event. The Series has the right to limit the number of rides per weekend based on track and staff availability. Cars/drivers for media rides chosen at the discretion of the series. To be considered for ride-alongs, vehicles must be fitted with a passenger seat and safety equipment that has been inspected by series scrutineers. Teams that need to provide rides to VIP guests or contest winners must make the request of the Series at least 2 weeks in advance of the event. Starting in 2022, these sessions will be mandatory.

9.3. **Driver Autograph Sessions -** NRX may conduct one or more autograph sessions of Drivers during each Event.

9.4. **Post-Race Activities -** Unless otherwise directed, the top three finishers in the Race shall proceed to a nominated area as instructed by NRX Officials and fully participate in post-

Race ceremonies including without limitation, not removing, obscuring, or otherwise altering any sponsor recognition.

9.5. **Media and house media interviews --** The winning Drivers must attend and participate in post-Race interviews in a nominated area. The winning Drivers and Team Owners agree to permit the display on the Vehicles in a nominated area, as designated by NRX Officials, items showing branding from the Series as determined by NRX, including size, location and placement of such item(s). The winning Drivers and Entrants agree to participate in a photograph session with the Series sponsor(s) and guests.

9.6. **The 2nd to 5th place Drivers must stop in a nominated area as designated by NRX Officials and participate in media interviews. The 2nd and 3rd place Drivers must proceed to the nominated area and join the Race winner in post-Race ceremonies.**

9.7. **Immediately following the podium ceremonies, the winning Driver, 2nd place Driver and 3rd place Driver of all classes must attend and participate in post-Race interviews in the media centre, if requested by NRX Officials.**

9.8. Following the media centre interviews, the winning Driver shall attend and participate in a satellite media tour and radio media tour, if requested by NRX. All other Drivers agree to attend and participate in the post-Race media centre interview process, if requested by NRX.

9.9. Drivers must attend and actively participate in media events, at such times and locations as designated by NRX. Media events include pre-Race and/or post-Race media requirements, including national media teleconferences, press conferences, satellite media tours and/or radio tours as directed by NRX, as well as additional media day/photograph and video shoots, with travel provided by NRX. Podium placing Drivers must attend and participate in the victory banquet at such times and locations as designated by NRX.

9.10. **BTS Capture** -Media crews will be present at each Event to capture event stills and recordings both on and off track. NRX reserves the right to engage in behind the scenes captures of any Team or Team member. Teams are required to comply with all reasonable requests for access by NRX host media crews, including for the purposes of recording team meetings and briefings.

9.11. All Team radio transmissions at the venue may be monitored by on-site media and are subject to broadcast on series television, livestream or social media.

9.12. **Podium Ceremony** - All drivers qualifying for an award must attend the podium ceremony wearing their driver's safety equipment (overall) from the moment the Vehicle stopped in parc ferme and to the moment the press conference ends and also during the podium ceremony and during official TV interviews.

9.13. **Reproduction of materials** -- All transmissions, recordings, cable, satellite, digital, video, and rights to all media in NRX events are the property of NRX. Any recording transmission of Series events or retransmissions or reproductions of material without permission is forbidden. NRX will consider reasonable requests for pass-through media use rights for teams, sponsors, advertisers and other commercial purposes. Such requests should be made to Thrill One Sports & Entertainment via Brett Clarke (brett@thrillone.com) or their designate.

9.14. **On-board cameras** -- In addition to any judicial cameras required for competition, Teams may be permitted to install fittings for their own on-board cameras, which are subject to approval by Series officials and the host television broadcaster. Teams must submit a written request for such on-board camera that includes the proposed distribution channel for any filmed material. NRX may request copies of the footage for broadcast on its own channels. NRX reserves the right to deny such requests.

9.15. **Penalties** – NRX shall determine whether a Member has failed to attend, failed to actively participate, or engaged in inappropriate conduct during a meeting or mandatory activity. Penalties may include monetary fines or adjustment to championship points

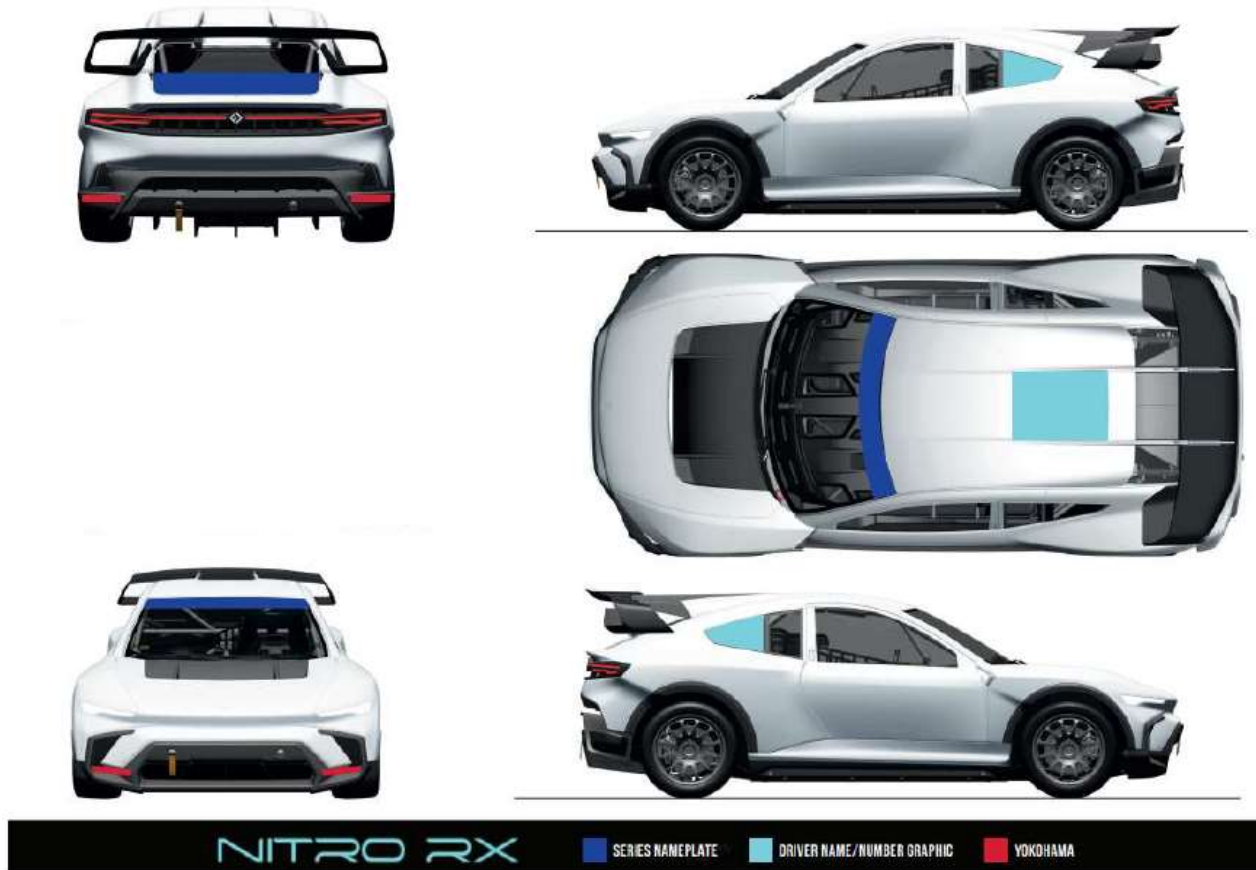
NITRO RX

9.16. Catering – NRX will supply catering to teams during all race weekends, the catering service is mandatory to use for all classes and will have a cost of \$12.50 for breakfast, \$27 for Lunch and \$27 for dinner. Teams can choose which meals they would like, and a pre-race order form will be sent out for ordering and payment. No kitchens or catering units will be permitted in the race track or paddock area for teams. Any kitchens or catering units on site will receive a fine of \$ 5000

9.17. WiFi – NRX will can supply a WiFi network to teams during all race weekends, WI-FI network can be supplied in the paddock and spotter area with a limited number of access and prioritised bandwidth. An HDMI feed of Live TV program, Timing Screen and Race Control messages can be supplied along with a Cabled network connection for the teams own local network (firewall settings TBC) between the team and the IT. An IT engineer will be on site with helpline via whatsapp / App. The fee for the WI-FI system is 600\$/ 2 car team / race.

NITRO RX

2022 APPENDIX II - RACE CAR LOGOS



Positions as shown
Roof logo 560mm x 460 mm

NITRO RX

2022 APPENDIX III – RACE SUIT LOGOS



Nitro RX logo always on the dark background
Vectorised logo found in Nitro RX Brand Guide
Position as shown
Logo 100mm wide