

# THE 2022 DRL SIM TRYOUTS

## Official Rules

The following rules apply to the 2022 Drone Racing League (“DRL”) SIM Tryouts (“Contest”).

### 1. Important Notes and Legal Matters - Read This Section First

- a. DRL requires all contestants to read this entire document and to make themselves familiar with all of the terms, conditions, and rules governing your participation.
- b. All participants are granting DRL certain legal rights when they participate, and you should understand what, how and why your rights are impacted before entering.
- c. English language skills are required to participate in this contest.
- d. This contest is a test of skill and will be contested in the DRL simulator (“DRL DIM”). The DRL SIM is available on all platforms (xBox, PlayStation, Epic Games & STEAM) for \$9.99, and must be purchased to participate in the contest. No purchase is necessary to enter or win the contest.
- e. This contest is void where prohibited, restricted, regulated by law, or where registration, filing or notice requirements may exist.
- f. DRL decisions are final and binding in all matters relating to this contest, including, but not limited to, interpretation and application of these official rules.
- g. If you have any questions before you enter, please email [tryouts@thedroneracingleague.com](mailto:tryouts@thedroneracingleague.com) before entering this contest.
- h. By entering the Contest, entrants fully and unconditionally agree to (i) be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest, and (i) the grant of rights in favor of DRL with respect to entrant’s Submission pursuant to the terms indicated in these Official Rules. Additionally entrants must sign and return a written document as requested by DRL to perfect such grant, if necessary.
- i. Sponsor: Drone Racing League, Inc. 40 West 27<sup>th</sup> Street, New York, New York 10001.

### 2. Rules and Requirement for Entering the Contest

- a. To participate in the Online Qualification Tournaments during the Contest Period (defined below), you (an “entrant” or “Pilot”) must download and create an online account using the websites located at [https://store.steampowered.com/app/641780/The\\_Drone\\_Racing\\_League\\_Simulator/](https://store.steampowered.com/app/641780/The_Drone_Racing_League_Simulator/) (each, a “Website”) and compete as defined in below. All Website policies and terms and conditions apply.
- b. You will be asked to provide your name and specific information such as phone number, email address, nationality and date of birth and will be asked to create a Pilot user name (“User Name”) and password in connection with creating an account. You are responsible for ensuring that your User Name is not offensive, discriminatory or inappropriate. Notwithstanding the foregoing, DRL may reject a proposed User Name on the basis that it is offensive or inappropriate, or for any other reason whatsoever.
- c. Entrants are only eligible to participate in the Contest if they have the following: (i) a suitable Xbox console, Windows or Mac PC; (ii) the DRL SIM as made publicly available; (iii) an internet connection; (iv) will be over the age of 18 by September 1, 2022. Entrants are responsible for providing proof of age before participating in the Contest. Entrants are responsible for providing their own computer hardware and internet connection. DRL recommends a 20 Mbps download and 5Mbps upload internet connection.
- d. All Contest entry information shall be collectively referred to herein as the “Submissions” or each as a “Submission.”
- e. Participation in Contest and acceptance of prize constitutes each winner’s permission for DRL to use his/her name, address (city and state/province/territory), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Contest or DRL for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified.

- f. Entrants acknowledge and agree that their participation in this Contest are not and do not create any confidential, fiduciary, employment, agency or other special relationship between entrant and DRL.
  - g. DRL is not responsible if Contest cannot take place or if any prize cannot be awarded or enjoyed due to travel cancellations, pandemics, delays or interruptions due to acts of God, acts of war, natural disasters, weather, COVID-19 or other pandemic, or acts of terrorism.
3. **Contest Entry Start/End Dates**
- a. This Contest begins at **10:00am ET on June 13, 2022** and ends at **12:00pm ET on June 28, 2022**.
4. **Eligibility to Participate in the Contest**
- a. This Contest may be entered in or from the United States of America and most non-US jurisdictions that do not prohibit the operation of the Contest (the "Eligible Jurisdictions").
  - b. This contest is void outside of the Eligible Jurisdictions and where prohibited, taxed or restricted by law.
  - c. Entries originating from any other jurisdiction are not eligible for entry.
  - d. All judging and winner selection shall take place in the United States of America. If you have any questions about your eligibility, please contact us at [tryouts@thedroneracingleague.com](mailto:tryouts@thedroneracingleague.com)
  - e. Participation is open only to legal residents of (i.e. entrants who have a registered address in) the Eligible Jurisdictions, who are at least eighteen (18) years of age by September 1, 2022.
  - f. Employees, officers and directors of Drone Racing League, Inc. ("DRL"), STEAM, and its parent company, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials, content providers, producers and distributors of content and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. You are not authorized to participate in the Contest if you are not located within the Eligible Jurisdictions. All applicable federal, state, provincial and local laws and regulations apply.
5. **How to Compete in the Contest**
- a. If you meet the Eligibility requirements in these Official Rules you must race in the Online Qualification Tournament hosted on the DRL Simulator (each, a "Race"). Each Race will test your skill on the DRL Simulator using the stock Racer4 drone provided without any performance modifications in the SIM.
  - b. Entrants may attempt to obtain a qualifying multiple times during the Contest Period (defined below).
    - i. However, an entrant should only enter the Contest using a single email address. Multiple entries are not permitted using different email addresses.
    - ii. Any attempt by any entrant to obtain more than one entry by using multiple/different email accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified.
    - iii. The use of any automated system or any other form of assistance to participate is prohibited and will result in disqualification. In the event of a dispute as to any email account, the authorized account holder of the email address used to register on the platform or for the account will be deemed to be the entrant.
    - iv. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.
  - c. The Qualifier race circuit will be released on Monday, June 13, 2022 at 10am ET. This circuit will be open until Tuesday, June 28th until 12:00pm ET ("Contest Period"). To qualify for the next round, you must complete the Qualifier race circuit during the Contest Period and post a completion time that places you in the top 24 racers. After the Contest Period, the Qualifying race circuit will close and the top 24 fastest SIM Pilots to complete the Qualifying race track will advance to the Quarter Finals on Thursday, June 30, 2022.
  - d. DRL will maintain overall leaderboards (each, a "Leaderboard") composed of the eligible entrants who have the lowest race times ("Race Times"). All Race Times on the Leaderboard

are subject to DRL's verification. As part of the verification process, DRL may require that an entrant sign and return (within the time frame designated by DRL) a declaration or other documentation attesting to compliance with these Official Rules.

- e. The winner of each Race, subject to verification and compliance with these Official Rules (each, a "Finalist") will be eligible to compete in Quarter Finals, Semifinals, and Finals for the opportunity to enter into a DRL Pilot Agreement with DRL as detailed further below. DRL's clock shall be the official time-keeper in all decisions and determinations.
  - f. On or about the time of the conclusion of each Race or heat, all eligible entrants will be scored by DRL or a representative of DRL according to a time-based racing metric, i.e., the fastest times completing the designated race course.
  - g. In the event there is a tie between eligible entrants who have the same Race Time verified by DRL, the tie will be broken based on cumulative time.
  - h. All judging and winner determination will take place exclusively in the United States Of America.
  - i. The Race dates are:
    - i. Race 1: Qualifying
      - Begins: Monday, June 13, 2022 @ 10:00am Eastern Standard Time ("ET")
      - Ends: Tuesday, June 28th @ 12:00 pm ET
    - ii. Race 2: Qualifying/Time Trials, Semifinals, and Finals
      - June 30 @ 6:00pm Eastern Standard Time ("ET")
  - j. The verified twenty-four (24) Quarter Finalists will then participate in the SIM Online Tournament, currently scheduled for Thursday, June 30, 2022 at 6:00pm Eastern Standard Time ("ET"). During the tournament, the Quarter Finalists will participate in qualifying time trials to complete the Semifinals & Finals rounds.
  - k. The Quarter Finals round will consist of 24 players competing on track for the fastest time. Those who do not finish in the top 12 will not advance and will be eliminated from the Contest.
  - l. The Semifinals will consist of 2 groups of 6 players with 3 heats and 1 sudden death in each group. The top 3 players from the two Semifinal groups will advance to the Finals. Those who do not finish in the top 3 of their group will not advance and will be eliminated from the Contest.
  - m. The Finals will consist of 1 group of 6 players with 6 heats and 1 golden heat. The player who wins the golden heat will win the TryOuts. The Contest is played according to the native rules of the SIM as administered by DRL Race Officials.
6. **Prize for the Contest Winner**
- a. One (1) Grand Prize Winner will receive a DRL Pilot Contract opportunity. The Grand Prize is contingent on the Grand Prize Winner successfully executing an agreement with DRL in the form provided by DRL, including a publicity release and exclusivity provision, and signing any and all other agreements, waivers, releases, and/or documents required by DRL in DRL's sole discretion.
  - b. If any potential Grand Prize Winner fails or refuses to sign and return all required documents within the prescribed time period following notification, the potential Grand Prize Winner may be disqualified and an alternate Grand Prize Winner may be selected. DRL reserves the right to decline to enter into a contract with an entrant whose participation, in the sole discretion of DRL, would be harmful or detrimental to DRL or its reputation.
  - c. All potentially winning entrants must be verified by DRL to ensure eligibility prior to being declared a winner and/or receiving any prize.
  - d. No other prizes will be awarded.
  - e. Any and all taxes are the sole responsibility of the winner.
7. **Additional Important Terms and Conditions that Contestants Agree to by Participating in the Contest**
- a. By entering, each entrant warrants and represents the following with respect to entrant's Submission: (a) entrant is the sole and exclusive owner of the Submission and entrant has all appropriate rights, powers and authority to grant DRL all licenses to the Submission as set forth herein; (b) the Submission will not infringe on any rights of any third parties; (c) to the extent possible under applicable law, no party can invoke any moral rights in relation to the Submissions that have not been duly waived; (e) the Submission and entrant's participation does not violate any local, state, provincial, national or foreign law; and (d) the Submission does not contain the confidential information of any third party, and to the extent it contains

- entrant's confidential information, such information immediately becomes non-confidential the moment entrant submits the Submission to DRL.
- b. Providing a Submission constitutes the entrant's agreement that such Submission and any copyrights or trademarks therein, become the sole property of DRL and will not be returned. The Submission will be considered a "work made for hire" as such term is used and defined under applicable law. In the event that a Submission is not considered a "work made for hire," each entrant hereby assigns and agrees to assign all right, title and interest in and to their Submission including all copyrights therein, throughout the world, in perpetuity, to DRL.
  - c. Accordingly, DRL shall have an irrevocable, perpetual (or for the duration of protection of the rights where perpetuity is void), right to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, with or without identification of the entrant or any authors of the Submission, in whatever form and in whatever circumstances DRL sees fit, and to incorporate it into other works, in any form, media or technology now known or later developed (but for Spanish participants, in any medium known at the time when such rights were granted), for any purpose whatsoever, including for promotional or marketing purposes and consent to DRL doing (or omitting to do) any acts in respect of the entry which may otherwise constitute an infringement of the entrant's moral rights, to the fullest extent permitted by law.
  - d. Entrants agree that entering the Contest may affect his/her legal rights, including, but not limited to, each entrant's ability to obtain patent rights, copyright registration, trade secret protection, or other intellectual property or proprietary rights with respect to the information disclosed in the Submission. Entrants agree that DRL has not induced any entrant to enter the Contest, and is not responsible or liable to any entrant for any loss of right suffered by any entrant for entering the Contest.
  - e. Entrants must comply with the applicable laws, decrees, regulations and guidelines of their Eligible Jurisdiction, and DRL will have no obligation to change or modify any of these Official Rules or take any further action as a result of such laws, decrees, regulations or guidelines of any Eligible Jurisdiction, except as is otherwise provided in these Official Rules.
  - f. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules, and any and all terms and conditions, rules and agreements used in connection therewith, including but not limited to the DRL Privacy Policy, DRL's website Terms of Use, the DRL Tournament Rules and Terms and Conditions (all DRL policies may be updated from time to time and will be available at [thedroneracingleague.com](http://thedroneracingleague.com)), any video game Platform Terms and Conditions, Terms of Use, Privacy Policies, and Account Rules, and any other rules and terms of use and conditions of DRL or its third party affiliates, licensees, partners, designees, assignees, including any Contest-related website in connection with the Contest. The decisions of the judges will be final and binding in all matters relating to the Contest. Entrants must comply with the applicable laws, decrees, regulations and guidelines of their Eligible Jurisdiction, and DRL will have no obligation to change or modify any of these Official Rules or take any further action as a result of such laws, decrees, regulations or guidelines of any Eligible Jurisdiction, except as is otherwise provided in these Official Rules.
  - g. **Your Agreement to Release DRL From All Liability.** BY PARTICIPATING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND SUBJECT TO THE NON-EXCLUDABLE GUARANTEES (DEFINED BELOW) ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS DRL, ITS PROMOTIONAL PARTNERS, STEAM, AND THEIR ADVERTISING AND PROMOTIONS AGENCIES, CONTENT PROVIDERS, PRODUCERS AND DISTRIBUTORS OF CONTENT AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, "RELEASED ENTITIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN CONTEST, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT,

TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION.

- h. **Your Agreement to Limit of DRL's Liability and DRL's Disclaimer of Warranties.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE ANY WEBSITES ASSOCIATED WITH THIS CONTEST, OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW (I) THE EXCLUSION OF IMPLIED WARRANTIES ON APPLICABLE STATUTORY RIGHTS; AND (II) LIMITATIONS ON A CONTRACTING PARTY'S LIABILITY WITH REGARDS TO DAMAGES OR DEATH CAUSED DUE TO ITS NEGLIGENCE OR INTENTIONAL MISCONDUCT, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY IN SOME CASES. THIS LIMITATION MAY NOT BE ENFORCEABLE IN ALL JURISDICTIONS AND THEREFORE MAY NOT APPLY TO ALL ELIGIBLE PARTICIPANTS. FURTHER, NOTHING IN THESE TERMS AND CONDITIONS EXCLUDES OR MODIFIES OR PURPORTS TO LIMIT, EXCLUDE OR MODIFY ANY STATUTORY CONSUMER GUARANTEES OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH FROM THESE OFFICIAL RULES WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE TERMS AND CONDITIONS TO BE VOID ("NON-EXCLUDABLE GUARANTEES"). CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.
- i. In relation to entrants from certain Eligible Jurisdictions, the above provisions apply to the fullest extent permissible by law, save that, to the extent the Eligible Jurisdiction's applicable law applies, nothing in these Official Rules shall exclude or limit the DRL or Released Entities' liability for: (i) fraud or fraudulent misrepresentation; (ii) death or personal injury caused by negligence; or (iii) any other type of liability which may not be lawfully excluded or limited.
- j. **Your Agreement to Arbitrate All Disputes; Governing Law.** To the fullest extent permitted by law, the parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Except where prohibited by law: (a) As a condition of participating in this Contest, entrant agrees that any and all disputes which cannot be resolved between the any of the Released Entities and entrant or his/her representatives, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, or the determination of winners shall be resolved individually, without resort to any form of class action exclusively by arbitration pursuant to the JAMS Streamlined Arbitration Rules & Procedures, then effective; (b) Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g., costs associated with entering this Contest), and entrant further waives all rights to have damages multiplied or increased; and (c) The arbitration shall be conducted in the State of New York, in the City of New York, County of New York, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.
- k. **13. Use of Data.** Entry into this Contest may require you to enter your e-mail address, name, and certain other personal data. All data provided by you must be accurate. For the purposes of all data protection laws and regulations, DRL is the data controller and the data recipient. DRL will process your personal data in accordance with DRL's [Privacy Policy](#). You acknowledge that the personal data collected in connection with the Tournament will be collected and stored by the DRL's servers and computer systems which are based in the United States of America, so that DRL can provide its services in relation to the Contest. Such processing will therefore be subject to applicable U.S. laws in addition to any other applicable laws. Personal data may also be processed by staff operating outside the European Economic

Area (“EEA”) who work for DRL or for one of DRLs suppliers. As such, you acknowledge that your personal data may be transferred outside of your Eligible Jurisdiction (including without limitation by being transferred, stored and processed outside the EEA if you are a resident of the EEA) and your personal data may not be subject to the same requirements or restrictions relating to such personal information as may exist in the country in which it was collected. By submitting personal data to DRL, you agree to this transfer, storing or processing of your personal data. Upon request, you will be provided with access to your personal data. You also have a right to oppose the collection, storage and use of such personal data under certain circumstances. To exercise such right, you may write to the DRL at the address set forth below. You also have the right to set the consequences of your death on your personal data. You may also withdraw your personal data upon request; however, you will be disqualified as an entrant in the Contest.

- l. If one or more provisions of these Official Rules shall be found invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of these Official Rules shall not be affected in any way thereby.
- m. To the extent permitted by applicable law, DRL, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one’s ability to compete in the Contest, including any injury or damage to participant’s or any other person’s computer relating to or resulting from participating in this Contest or downloading any materials in this Contest.
  - i. DRL reserves the right, in its sole discretion to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Contest and/or as a result of any applicable law, regulation, decree or guideline. In such a case, DRL may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by DRL.
  - ii. If DRL decides to cancel or modify this Contest in accordance with these Official Rules, it will provide a notice of such cancellation or modification via DRL social media & website. DRL reserves the right, at its sole discretion, to disqualify any individual and determine a replacement entrant if it finds, in its sole discretion, to be tampering with the operation of the Contest or web site.
  - iii. DRL may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or DRL representatives.
  - iv. Without limiting the foregoing, the following shall constitute reasons for disqualification:
    1. Hacking: defined as any unauthorized modification to the DRL SIMULATOR by an outside third party;
    2. Game glitching: defined as “intentionally utilizing an internal game bug which was not intended for the purpose of gaining an unfair advantage;”
    3. Impersonation: defined as “playing under another Pilot’s account or soliciting, inducing, encouraging or directing another person to play under another Pilot’s account;” (d) collusion: defined as “two or more entrants agreeing to affect the result of the competition and/or opposing entrants”
    4. Abusing in-game mechanics: defined as “any other activities similar to hacking, game glitching, impersonation, or collusion that, in DRL’s sole

discretion, leverages an unfair advantage to the Pilot in a way that violates the spirit of fair play.”

5. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, DRL RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- n. Entrants shall not bet or gamble on the results of the Contest or engage in any activities constituting betting, gambling, bribery or gift taking in connection with the Contest. Entrants must conduct themselves in a sportsmanlike manner, maintaining a friendly and polite demeanor to competitors and to other participants of the Contest. Entrants who engage in unsportsmanlike, disruptive, annoying, harassing or threatening conduct or violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means, in DRL's sole discretion, will be disqualified and removed from the Contest. Entrants who violate any terms of use for the Site or any Contest platforms may be disqualified in DRL's sole discretion. DRL will interpret these Official Rules and resolve any disputes and the DRL's decisions shall be final with respect to any disputes.
  - o. Where applicable, entrants must use the official email address in order to communicate with DRL. This Email Address is **tryouts@droneracingleague.com**. DRL shall not be responsible for any failed attempts to contact DRL via any other channels or means. DRL does not guarantee a return response for Pilot communication and DRL expressly reserves rights to refuse the same.