



PRO DRAFT

# RULEBOOK

F1 Esports Series 2018

VERSION 2.1

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# 1 Introduction

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This is the official rulebook ("**Pro Draft Rulebook**") of the F1 Esports Series 2018 Pro Draft ("**Pro Draft**"), being the second stage of the F1 Esports Series ("**F1 Esports Series**"). The Pro Draft is open to participants ("**Drivers**" and each a "**Driver**") who have proceeded from the "Online Qualification" of the F1 Esports Series or who have been invited to participate by Formula 1 in accordance with the Online Rulebook available here <https://f1esports.com/rules>. "Online Qualification" has the meaning given to it in the Online Rulebook.

The Pro Draft involves Drivers showcasing their talent across several disciplines, which may include in-game time trials and in-game scenarios by playing the official F1 2017 video game ("**Game**"), interviews and physical and mental challenges, in an effort to try and secure a contract with a Professional F1 Esports Team ("**Teams**" and each a "**Team**"), and, with it, the possibility of participating in the third and final stage of the F1 Esports Series being the F1 Esports Pro Series ("**Pro Series**"). More information including the rules and format of the Pro Series can be found in the official rulebook governing the Pro Series, which will be available here <https://f1esports.com/rules>.

This Pro Draft Rulebook supplements the Online Rulebook and applies to the Teams and Drivers ("**Participants**" and each a "**Participant**") and governs the operation of the Pro Draft.

By taking part in the Pro Draft, all Participants agree that it is governed by, and also that they will abide by, these terms and conditions.

Formula One Digital Media Limited ("**Formula 1**" or "**F1**") reserves its rights to alter, amend or supplement this Pro Draft Rulebook from time to time as it considers desirable to do so and, in particular, once more specific information is revealed about the Pro Draft closer to the event dates.

## 2 Promoter and Terms of Entry

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- 2.1 The promoter and operator of the F1 Esports Series (including the Pro Draft) is Formula One.
- 2.2 By entering the F1 Esports Series in whatever manner and at whatever stage (including the Pro Draft) each Team and Driver accepts the following terms and conditions (to the extent they apply to a particular Participant) (the **“Terms and Conditions”**):
- a) This Pro Draft Rulebook, the Pro Series Rulebook and the Online Rulebook (to the extent they are applicable to a particular Participant) (available at <https://f1esports.com/rules>) (together the **“Sporting Rules”**);
  - b) the terms and conditions, which set out the competition and prize rules of the F1 Esports Series in its inaugural year, 2018 (**“Competition and Prize Rules”**);
  - c) the handbooks for Participants (which can be found at <https://f1esports.com/rules>) (**“Handbook”**); and
  - d) the terms of use and the privacy policy of the official Formula 1 at <https://f1esports.com> (the **“Website”**) as updated from time to time, which are available at <https://f1esports.com/legal-notice>. Please note that any other website used in relation to the F1 Esports Series will also have terms of use, which will apply to your use of such site and Formula 1 is able to take no responsibility for such site(s), their terms or use or any related liability.
- 2.3 All Participants who participate and/or attend the Pro Draft will be required to enter in to a written contract as a pre-condition to participating in and/or attending the Pro Draft, and such contract will include:
- a) the Terms and Conditions (to the extent they apply to a particular Participant);
  - b) an acknowledgment that the Pro Series will be filmed and that Formula 1, its group companies and their licensees will be entitled to use and exploit footage of the F1 Esports Series in its discretion;
  - c) agreeing to participate in publicity and media activities relating to the F1 Esports Series; and
  - d) consenting to Formula 1, its group companies and their licensees using the Participant’s name, voice, image, slogan, likeness, photographs, images (still and moving), biography, statistics and performance in the F1 Esports Series and assigning any intellectual property created during the F1 Esports Series (as the case may be).
- 2.4 In respect of the Pro Draft, if there is any conflict between the Online Rulebook, the Pro Series Rulebook, the Handbook and this Pro Series Rulebook, this Pro Draft Rulebook shall prevail.

## 3 Pro Draft

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- 3.1 The Pro Draft is still being finalised but note that this may involve little actual in-Game play and rather involve interviews, personality tests and fitness challenges (**“Challenges”**). Once finalised, the format of the Pro Draft shall be communicated to Participants in good time in

advance of the Pro Draft. Following the successful conclusion of the Challenges, the Pro Draft will involve Teams selecting Drivers from a “Draft Pool” (as described in Section 3(a) below).

### a. Draft Pool

- 3.2 There will be a draft pool available from which teams will select at least one of their drivers. Roughly 40 Drivers will be available in the Draft Pool for Teams to select from, provisionally featuring (which may vary (as decided by Formula 1 in its sole discretion) at the actual Pro Draft):

General Online Qualification (as such term is referred to in the Online Rulebook)	Online Qualification Wildcard (as such term is referred to in the Online Rulebook)	F1 Esports Series 2017*
36 Drivers	2 Drivers	Fabrizio Donoso Delgado Sven Zürner

- 3.3 F1 may, without notice, if circumstances necessitate (for example, unprofessional behaviour and/or behaviour that may bring the F1 Esports Series or Formula 1 into disrepute) replace a Driver in the Draft Pool with another driver from the Online Qualification to proceed in the Pro Draft as a Driver or remove a Driver from the Draft Pool, in its sole discretion.

### b. Draft Order

- 3.4 Teams shall be assigned an order for selecting Drivers by drawing numbered lots from a hat or such other random in nature selection process (“**Draft Position**”), which will determine the order in which a Team’s selection is made in the first round of selection (“**Draft Pick 1**”). In the second round of selection (“**Draft Picks 2**”), the order in which selections are made will follow the reverse order from Draft Pick 1 i.e. the Team with the first selection in Draft Pick 1 will be given last selection in Draft Pick 2. The third and final round of selection will follow the same order as Draft Pick 1.
- 3.5 For avoidance of doubt, in the event that 9 teams participate in the pro draft, the selection order shall be as follows:
- Draft Pick 1 – 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>;
  - Draft Pick 2 – 9<sup>th</sup>, 8<sup>th</sup>, 7<sup>th</sup>, 6<sup>th</sup>, 5<sup>th</sup>, 4<sup>th</sup>, 3<sup>rd</sup>, 2<sup>nd</sup>, 1<sup>st</sup>; and
  - Draft Pick 3 – 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>.

### c. Draft Picks

- 3.6 Each Team must pick one (1) Driver from the Draft Pool during Draft Pick 1. Teams are permitted (although not obligated) to pick additional Drivers from the Draft Pool in Draft Pick 2 and Draft Pick 3, one (1) Driver per round, up to a maximum of three (3) Drivers each. Each pick whether in Draft Pick 1, Draft Pick 2 and/or Draft Pick 3 shall be referred to as a “**Draft Pick**”. A Team who decides not to select a Driver in Draft Pick 2 and/or Draft Pick 3 must officially declare their status as “withdrawn” (as per Section 3.e below) when their Team is called during the relevant Draft Pick.

- 3.7 When a Team has chosen a Driver from the Draft Pool, the Team shall notify the F1 Esports Official of their Draft Pick. A Draft Pick is not recognised until it has been formally submitted to the F1 Esports Official. The F1 Esports Official shall then announce the pick.
- 3.8 A Team can make a Draft Pick in the Pro Draft only if it is their turn to do so. Teams are required to submit their choice of Draft Pick within 5 minutes of their turn starting. Teams will be notified by the F1 Esports Official when it is their turn. If a Team fails to submit a Draft Pick in the allotted time, they forfeit their respective Draft Pick and are automatically withdrawn from that Draft Pick (in accordance with Section 3.e).
- 3.9 Once a Draft Pick has been submitted to the F1 Esports Official, that Team's Draft Pick is considered complete and the selection process moves on to the next Team. A Draft Pick cannot be altered or revoked once submitted to the F1 Esports Official.
- 3.10 Each Driver acknowledges and agrees that he or she shall be primarily associated with whichever Team successfully completes a Draft Pick for them (if any) for the duration of the Pro Draft.

#### d. Trading Draft Pick Positions

- 3.11 Once Teams are assigned their Draft Position (in accordance with Section 3.b.) each selection is an asset: other than the mandatory Draft Pick 1, it's up to the Team to either select a Driver from the Draft Pool in Draft Pick 2 and/or Draft Pick 3, withdraw (in accordance with Section 3.e), or trade their Draft Pick 2 and/or Draft Pick 3 with another Team on such terms as the Teams agree (for example, it may serve to improve their position in current or future drafts). The Teams are wholly responsible for negotiating, agreeing and documenting any trades.
- 3.12 Teams may freely negotiate trades of their Draft Positions up until the point where their Team is called in the respective round of Draft Picks (the **"Draft Pick Deadline"**).
- 3.13 Should Teams agree to trade a Draft Pick position, both Teams must notify the F1 Esports Official of the trade in person. Full details of any trade must be disclosed to F1 by submitting all trade information to the F1 Esports Official before the Draft Pick Deadline. Each Team must relay the same trade information to F1. The trade must be approved by F1 in order to be valid and effective.
- 3.14 Once a trade is approved, the F1 Esports Official shall announce the trade.

#### e. Withdrawing

- 3.15 Once a Team has made (at least) one Draft Pick (in accordance with Section 3.c.) and they no longer intend to pick any more Drivers from the Draft Pool, a Team may withdraw from the Draft by notifying the F1 Esports Official – at which point the Team will take no further action in the Pro Draft and they cannot re-join the Pro Draft at any stage.
- 3.16 A Team which has withdrawn from the Pro Draft must remain present for the remainder of the Pro Draft and continue to comply with any obligations relating to the Pro Draft and/or F1 Esports Series, including any broadcast or commercial obligations.

## f. End of the Draft

- 3.17 Draft Picks continue to be made according to the relevant order in accordance with this Section 3 (taking into consideration any trades and/or withdrawals) until every Team has either withdrawn from the Draft or Draft Pick 3 has finished, at which point the Pro Draft is considered to be complete.
- 3.18 For the avoidance of doubt, each Team must have picked at least one Driver from the Pro Draft at the point the Pro Draft is considered to be complete. Formula 1 shall announce the results from all Draft Picks by Team in the venue from where the Pro Draft is taking place to the media and audience in attendance. Formula 1 shall also be able to announce the results of all Draft Picks publicly including on social media feeds, its Website (as defined below) and such other distribution channels.
- 3.19 Following the conclusion of the pro draft, any Team with fewer than three Drivers chosen from the Pro Draft is free to approach any Driver that was not chosen by a Team in the Pro Draft ("Remaining Drivers"). Drivers should note that no Team is obligated to make an approach for them at this stage. If one or more approaches are made, such Drivers may (but are under no obligation to) negotiate with one or more Teams to agree a contract, in accordance with Section 3.g. below.

## g. Offers

- 3.20 Once a Team has chosen a Driver as their Draft Pick, or in accordance with Section 3.21 above, it is up to that Team and the relevant Driver to agree a contract with the possibility of representing that Team in the Pro Series. Drivers must be contracted with a Team for the entirety of the Pro Series 2018.
- 3.21 Teams and Drivers are wholly responsible for negotiating, agreeing and documenting contracts.
- 3.22 If a Driver fails or refuses to sign a contract with a Team for any reason other than where such contract offer is wholly unreasonable in the circumstances (as determined by Formula 1 in its sole discretion), then that Driver shall not automatically return to the pool of Remaining Drivers and shall in effect be considered ineligible for the remainder of the F1 Esports Series 2018. Where it is deemed that such contract offer was wholly unreasonable then that Driver shall return to the pool of Remaining Drivers and shall remain available to be approached by Teams in accordance with Section 3.19.
- 3.23 **Please note:**
- **Drivers and Remaining Drivers are in no way guaranteed a contract with a Team but the Pro Draft offers an opportunity to showcase themselves in front of the Teams.**
  - **Drivers must be contracted to a Team in order to participate in the Pro Series. However, Drivers and Remaining Drivers are not required to accept any offers made to them by a Team.**

- **Drivers contracted to Teams are in no way guaranteed to compete in the Pro Series 2018.**

## h. Team Rosters

- 3.24 Teams must submit a team roster listing a minimum of 2 drivers and a maximum of 3 drivers (each a **“Pro Series Driver”** and together the **“Pro Series Drivers”**), but this must include a minimum of 1 Driver from the Pro Draft (**“Team Roster”**), who shall participate in the 2018 Pro Series by 23:59 on 3 September 2018 (**“Roster Deadline”**).

## i. Team Changes

- 3.25 In cases where a Pro Series Driver ceases to participate in the F1 Esports Series (including the F1 Esports Pro Series 2018) (for reasons including but not limited to withdrawal, disqualification or contractual issues), leaving the respective Team below the required threshold of Pro Series Drivers (as specified in Section 3.i), that Team shall be required to replace the respective Pro Series Driver with another Driver chosen from the Draft Pool or if no Drivers are available from the Draft Pool with a participant of their own choosing. For the avoidance of doubt, Teams must have at least one driver from the Pro Draft available for each round of the Pro Series.
- 3.26 Teams must comply with article 3.i at all times with respect to the number of Pro Series Drivers in their Team Roster and, in particular, the minimum participants picked from the Draft Pool.
- 3.27 Any changes to a Team Roster must be immediately declared to F1 by emailing draft@f1esports.com a minimum of 10 days prior to the next round of the Pro Series. Full details of any changes must be disclosed to F1 by the respective Team by the deadline above and approved by F1.

# 4 Pro Series

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- 4.1 If a Driver agrees a contract with a Team in accordance with this Pro Draft Rulebook, they may be selected by the Team to represent that Team in the F1 Esports Pro Series.
- 4.2 The Team shall be solely responsible for communicating with and managing their Drivers (including any other Pro Series Driver) and their attendance at and participation at the Pro Series.
- 4.3 **Drivers on team rosters are not guaranteed to be selected to race in the Pro Series (Drivers acknowledge and agree that this decision rests solely with the Team and not F1).**



## 5 Eligibility

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- 5.1 All Drivers must meet all requirements in this Section 5 in their entirety to be eligible to participate in the Pro Draft.
- 5.2 Any Driver who does not meet all requirements, including any driver in breach of their Pro Draft contract or who's contract has been terminated, shall be deemed ineligible and will be removed from the F1 Esports Series unless and until such time as F1 is satisfied that all eligibility criteria has been met. Drivers agree that F1 can investigate and take such other action as it may reasonably require in determining eligibility.
- 5.3 A Driver must qualify from the Online Qualification or be invited to the Pro Draft by F1 in accordance with the Online Rulebook to be eligible to participate in the Pro Draft.
- 5.4 The F1 Esports Series is open to residents of all countries where the Game and/or the F1 Esports Series is not prohibited or unlawful (each Driver to satisfy themselves as to whether this condition is met) except:
  - a) persons who are under the age of sixteen (16);
  - b) employees and agents of Formula 1 and/or their respective parent, subsidiary and affiliated companies, and each of their respective advertising/promotion agencies;
  - c) anyone involved in and/or connected to the organisation and running of the F1 Esports Series and/or the Game in any way; and
  - d) the immediate family members of any of the persons set forth in (b) or (c) above (and for these purposes 'immediate family members' shall mean parents, step-parents, children, step-children, siblings or spouses).
- 5.5 In participating in the F1 Esports Series (including the Pro Draft) each Driver confirms that he/she:
  - a) is eligible to do so and eligible to claim any prize that he/she may win;
  - b) fully and unconditionally agrees to and undertakes to comply with this Draft Rulebook (and all other agreements, rules and policies referred to in this Draft Rulebook) and any instruction of Formula 1 (and/or its nominee) in relation to the Game and/or F1 Esports Series; and
  - c) accept that decisions of Formula 1 regarding all matters relating to the F1 Esports Series and/or Game are final and binding.

## 6 Limitation of Liability

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- 6.1 Formula 1 accepts no responsibility for any costs associated with any prizes or a Driver's participation in the F1 Esports Series that are not expressly stated to be its responsibility in the Sporting Rules or the Competition Rules. Additionally, each prize winner is solely responsible for all applicable federal, state and local taxes, including taxes imposed on their income.

- 6.2 Formula 1 accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by a Driver and/or Team as a result of participating in the F1 Esports Series or accepting any prize. F1 further disclaims any liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection with the F1 Esports Series save to the extent that (i) death or personal injury is caused by F1's negligence; (ii) such liability arises from fraud or fraudulent misrepresentation; or (iii) for any other reason or by any cause which cannot be excluded by law.
- 6.3 Formula 1 shall not be liable for any failure to comply with its obligations relating to the F1 Esports Series where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

## 7 Cancellation

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- 7.1 If cheating, a virus, bug, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled affects the fairness and / or integrity of the F1 Esports Series, Formula 1 reserve the right to cancel, change or suspend the F1 Esports Series (including the Pro Draft). This right is reserved whether the event is due to human or technical error.
- 7.2 Formula 1 reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the F1 Esports Series (including the Pro Draft) with or without prior notice for reasons outside its reasonable control (including, without limitation, in the case of anticipated, suspected or actual fraud, cheating, any computer virus, bug, or any catastrophic event). In the event that Formula 1 permanently discontinues the F1 Esports Series (including the Pro Draft) pursuant to this paragraph, Drivers and Teams shall be released from their obligations to Formula 1 under this Pro Draft Rulebook.

## 8 Driver's existing arrangements

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- 8.1 A Driver is not eligible to qualify and/or enter into the Pro Draft if they are bound to any contract or agreement which prevents them honouring a contract, full-time or otherwise, with a Pro F1 Esports Team for the entire F1 Esports Pro Series 2018 season (and beyond if requested by such Team), including all activity such Team may reasonably demand regarding the F1 Esports Series or otherwise.
- 8.2 During the F1 Esports Series, non-approved personnel are not permitted on site. Drivers may request parents/guardians to have access to the event as spectators but their attendance is not guaranteed. Over the course of the F1 Esports Series, Drivers represent their own skills and abilities.

## 9 Miscellaneous

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- 9.1 All decisions by F1 in respect of the Sporting Rules (including this Pro Draft Rulebook) shall be final. F1 reserves the right to modify the Sporting Rules at any time. This includes changes due to software updates or releases, and any other change deemed necessary by F1. This Pro Draft Rulebook will be applied by F1 in such a manner to ensure the spirit of the F1 Esports Series is upheld. Drivers and Teams should check all applicable rules and the Website prior to any event to ensure they are in compliance with any and all rules at all times.
- 9.2 F1 has a right to decide decisions in accordance with this Pro Draft Rulebook, outside this Pro Draft Rulebook, or even against this Pro Draft Rulebook in special cases to guarantee fair play and to ensure the spirit of the F1 Esports Series is upheld. Participants agree to be bound by F1's final decisions and anyone acting on its behalf.
- 9.3 All decisions regarding the interpretation of these rules, eligibility, scheduling and staging of the F1 Esports Series (including the Pro Draft) lie solely with F1 (and anyone acting on its behalf), whose decisions are final. F1's decisions cannot be appealed and shall not give rise to any claim for monetary damages or any other legal or equitable remedy.