

FOR REFERENCE ONLY



SERIES: Porsche GT3 Cup USA
CLASS: Platinum & Gold

2020 ENTRY AGREEMENT

ENTRY PACKAGE: Premium

In consideration for a Premium Entry and the opportunity to participate in the 2020 IMSA sanctioned activities ("**Events**") for the Porsche GT3 Cup Challenge USA by Yokohama ("**Cup**") and to be eligible to share in the \$60,000 ("**Year End Point Fund / Prize Money**") that is contributed by International Motor Sports Association, LLC ("**IMSA**"), Porsche Motorsports North America, Inc. ("**Porsche**") and Yokohama Tire Corporation ("**Yokohama**"), Entrant agrees to the following:

1. FULL SEASON PARTICIPATION.

- A. Entrant acknowledges and agrees that there are a limited number of Premium Entries available for each class in the Cup. **IF THIS APPLICATION IS ACCEPTED, ENTRANT SHALL BE OBLIGATED TO PAY THE PREMIUM EVENT ENTRY FEE FOR THE APPLICABLE CLASS FOR EVERY EVENT** and attempt in good faith to compete in each Event during the 2020 season to the best of their ability. If Entrant fails to participate in any Event, Entrant shall still be required to pay IMSA the Premium Event Entry Fee for the missed Event(s).
- B. Should Entrant fail to participate in any Cup Event, Entrant will continue to earn points towards and have the opportunity to place in the championship points standings, but shall forfeit the Year End Point Fund / Prize Money that is applicable to the Entrant's Championship point standings position.

2. POINT FUND / PRIZE MONEY DISTRIBUTIONS.

All decisions regarding the eligibility of Entrants to compete for the Year End Point Fund / Prize Money and the awards distributed in connection with the 2020 championship for the Cup and the persons to whom such awards shall be distributed shall be made solely by IMSA. Any Year End Point Fund / Prize Money won shall be paid by IMSA solely and directly to the Entrant. Entrant agrees to abide by all decisions of IMSA with respect to the distribution of these awards. Without limiting the foregoing, Entrant understands that:

- A. To be eligible for the above Year End Point Fund / Prize Money, the Premium Entry must:
 - i. Participate in ALL scheduled Events for the applicable class (Platinum or Gold);
 - ii. Finish within the top three (3) of the championship points standings; and
 - iii. Comply with Section 4 below.
- B. If the number of Cup Events in 2020 is substantially reduced for any reason whatsoever, including without limitation a force majeure event (e.g. the unavailability of fuel), IMSA has the option by mutual agreement to reduce and prorate the Year End Point Fund / Prize Money to be paid by dividing the number of Cup Events actually run by the number of Events scheduled to be run.
- C. The Year End Point Fund / Prize Money will be presented at the Season Awards Banquet and distributed thereafter in a timely manner, as reasonably determined by IMSA.
- D. If Entrant is the Season Cup Champion (ranks in top three (3) of class), Entrant agrees to attend and participate along with its winning driver(s) at the Awards Banquet, ceremonies and related events at times and locations designated by IMSA.
- E. Year End Point Fund / Prize Money and end of year awards are paid based on the accumulation of Championship Driver Points for the entire race season and are not in any way attributable to a particular Event. Filing and payment of all federal, state, local and foreign taxes associated with prize money, point fund, special awards and contingency winnings are the responsibility of the Entrant.

3. ADVERTISING AND PROMOTION RELEASE.

Porsche, Yokohama and IMSA, and the duly authorized licensees and assigns of each of them, may use, on a non-exclusive basis, Entrant's name, likeness and performance, including photographs, images and sounds of Entrant, any drivers, any crew members, and/or any vehicle(s) with respect to which Entrant competes in 2020 Cup Events, in any medium (including, but not limited to, broadcasts by and through television, cable television, radio, pay-per-view, closed-circuit television, satellite signal, digital signal, film productions, audiotape productions, transmissions over the Internet, public and private online services authorized by IMSA, sales and other commercial projects) for promoting, advertising, or reporting any Cup Event, Porsche, Yokohama's participation in the Cup, IMSA and/or the Cup itself, or related telecast or programming, before, during and after such Event or Cup, and Entrant does hereby relinquish to Porsche, Yokohama and IMSA, in perpetuity, all rights thereto for such purposes.

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4. CATEGORY EXCLUSIVITY.

- A. **Yokohama Tire.** Entrant agrees when participating in any way in an Event, unless otherwise expressly authorized in writing by IMSA, no product, brand, logo, trademark or service identification of a company and/or product in the Tire Category (as defined below) other than Yokohama Tire will be used or displayed anywhere by Entrant, the team, or any contractor, employee or affiliate thereof, including, without limitation, on the drivers' or crew members' team uniforms or the race car, as well as the team's equipment, and/or haulers. Entrant understands and agrees that all determinations of whether a company/product is in the Tire Category shall be made by IMSA in its sole discretion and are final and cannot be protested.
- i. Retail Tire Company. Branding of a retail tire company and/or repair facility which features the word "tire" in conjunction with the company name (e.g. Discount Tire), shall be permitted provided that such third-party retailer/repair facility does not include the name of a single competitor tire brand (e.g. Firestone, Auto Care) or is owned and/or operated by an entity that is a third-party competitor tire brand and gives preferential treatment to a single competitor brand or affiliate brands.
 - ii. Team Equipment. Notwithstanding the foregoing, actual use of tires on team equipment other than the racing car (e.g. golf carts, pit carts and transporters) shall not be considered a breach of the terms of this Agreement.
- B. **Fuel.** Entrant agrees when participating in any way in any Event, unless otherwise expressly authorized in writing by IMSA, no product, brand, logo, trademark or service identification of a company and/or product in the Fuel Category (as defined below) other than VP Racing Fuels (and IMSA approved alternative fuel suppliers), will be used or displayed anywhere by Entrant, the team, or any employee or affiliate thereof, including, without limitation, on the drivers' or crew members' team uniforms or the race car, as well as the team's equipment, and/or haulers. Entrant understands and agrees that all determinations of whether a company/product is in the Fuel Category shall be made by IMSA in its sole discretion and are final and non-litigable. Entrant acknowledges and agrees that any request for an exemption of this provision must be submitted in writing to David Pettit, Vice President of Marketing, IMSA (dpettit@imsa.com) and include picture(s) of the branding of the car, fire suit and/or uniform as Entrant intends them to look during the Event no later than fourteen (14) days before the applicable Event. Should IMSA agree to such display, Entrant may be required to forfeit any Year End Point Fund / Prize Money it may have otherwise been entitled to at the end of the season. Such forfeiture shall not change Entrant's obligation to participate in all the scheduled 2020 Events.
- i. Lubricants. Notwithstanding the foregoing, a company in the Fuel Category may also manufacture lubricants (i.e., motor oil, etc.) and other products or offer other services (i.e., convenience stores) other than automotive fuel (collectively "Non-Fuel Products"). Such Non-Fuel Products sponsorships may be permitted subject to IMSA approval and provided the team's racing car, uniforms, transporter and at-track equipment etc., cannot feature the brand, logo, trademark or product or service identification of a i) fuel, or ii) fuel retailer, or iii) a corporate brand name of a company in the Fuel Category without specific reference to the Non-Fuel Products brand.

C. INTENTIONALLY DELETED.

D. Definitions.

- i. Tire Category means tires for vehicles, including, but not limited to, passenger cars, vans, sport utility vehicles (SUVs), light trucks, commercial trucks, trailers, motorcycles, aircraft, mopeds, scooters and recreational vehicles (RVs), including racing tires for any such vehicles listed herein.
 - ii. Fuel Category means fuel and fuel blends; and the sourcing and supplying of fuel and fuel blends; and hydro carbon-based fuel for automotive vehicles, including diesel fuels. Furthermore, the Fuel Category shall include without limitation, any combustion-based fuel and fuel blends, ethanol, biofuel (including bio-diesel), propane, natural gas, hydrogen or any other alternative fuels and fuel blends derived from any source and used in any application. The term fuel above shall apply to both race and consumer blends, supply and intended use environments and applications.
5. **DISPLAY OF BRANDING & ADVERTISEMENTS.** Entrant acknowledges and agrees that IMSA may refuse to permit, or it may restrict or assign the size and/or placement of all patches, decals, advertising logos, text or identification of entities, persons, and/or sponsors ("**Branding**") on the race car, team uniforms and/or fire suits during an Event, if IMSA determines in its sole discretion that such Branding is: (i) detrimental to the sport, IMSA, the Cup, Cup sponsors (e.g. Yokohama Tire) and/or Promoter for any reason, including but not limited to the public image of the sport and/or (ii) does not comply with the Branding terms and conditions set forth in the RULES as may be amended from time to time. Entrant agrees to accept IMSA's determination in this regard, and that all such determinations are subject to the RULES and are final and non-litigable.
6. **REQUIRED BRANDING.** Entrant will cause every driver and crew member on its team competing in the Cup to display the required patches on their fire suits and/or uniforms, as set forth in the 2020 Driver and Crew Uniform Logo Requirements or as amended by IMSA, at all times during the Event. Entrant will cause every car that Entrant displays in the paddock/garage or is competing in the IMSA Cup at any Event to display the required decals, number panels and leader lights as set forth in the 2020 Transporter and Car Decal Requirements, or as amended by IMSA at all times during the Event. The 2020 Transporter and Car Decal Requirements and 2020 Driver and Crew Uniform Logo Requirements can be found at IMSACompetitors.com.