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# **GLOBAL MX-5 CUP SERIES RULE BOOK**

## **PREFACE**

The Rules apply to the GLOBAL MX-5 CUP Series Events. Each Member has been provided with or has been given access to a copy of the Rules, is deemed to have a full awareness and understanding of the Rules, and has agreed to abide by and be personally responsible for compliance with the Rules.

Further information may be obtained by contacting the GLOBAL MX-5 CUP Series offices c/o Andersen Promotions, 10101 US Highway 41 North, Palmetto, Florida 34221, (941) 845-2500.

# 1. GENERAL

## 1.1. Governance

### 1.1.1. General

**1.1.1.1.** The Rules govern the GLOBAL MX-5 CUP Events and supersede all previous Rules, bulletins and supplementary Rules and regulations, unless otherwise indicated. Capitalized terms used in the Rules have the meanings set forth in Rule 18, Glossary.

**1.1.1.2.** Each Member is personally responsible for the Member's awareness, understanding and compliance with the Rules.

**1.1.1.3.** Officials may penalize any Member and/or exclude any Member or equipment from any Event if Officials deems any act, any omission, any condition to be hazardous and/or not meeting the specifications, requirements, spirit, illustrations, and/or intent of, the Rules. Acts, omissions or conditions that may warrant penalty and/or exclusion include without limitation any action which Officials deems to be a threat to or a violation of the integrity or safety of INDYCAR, Andersen Promotions, the GLOBAL MX-5 CUP Series and/or orderly conduct of the Event, and/or which relates to the design or construction of a Car or repairs to a damaged Car.

**1.1.1.4.** If the Rules do not expressly permit a variation, then the Member shall presume that such variation is not permitted. If a Member is uncertain if an act and/or part violate a Rule, the burden is on the Member to receive pre-approval

in writing from Officials. For this purpose, e-mails are not written approval unless otherwise expressly permitted and specified by bulletin. The Member assumes the risk of noncompliance. It is not necessary for a competitive advantage to be gained to constitute a violation of these Rules.

### **1.1.2. Officials Authority**

**1.1.2.1.** The Rules shall be applied, constructed, and interpreted by Officials, and Officials' application, construction, and interpretation shall be final and binding.

**1.1.2.2.** INDYCAR reserve the right to revise the Rules at any time, including, without limitation, prior to or during an Event. Notices, bulletins, supplementary Rules, regulations, and penalties are effective on the date and time issued, regardless of the date and time when a Member receives actual notice.

**1.1.2.3.** INDYCAR shall have the following right (i) to authorize and supervise Events of any kind; (ii) to create, interpret, revise and enforce Rules at any time; (iii) to render decisions concerning the Rules and Events; (iv) to grant, approve, refuse, enforce or withdraw Licenses, memberships, and sanctions; (v) to assign and cancel dates for Events; (vi) to appoint and rescind the appointment of Officials; (vii) to impose, enforce and/or remove penalties for any violation of the Rules; (ix) to establish, interpret and enforce standards of eligibility for participation in Events; (x) to establish Rules for its own procedure; and (xi) to do any and all things which, in its judgment, are consistent with the enhancement, safety and/or integrity of the Events. Officials also reserves the right to take whatever action and/or impose whatever penalty it deems necessary to maintain the integrity and safety of INDYCAR,



Andersen Promotions, GLOBAL MX-5 CUP Series, and/or its Events.

### **1.1.3. Officiating**

**1.1.3.1.** INDYCAR and/or Andersen Promotions will select Officials.

**1.1.3.2.** Officials shall have the authority to take any actions and make any determinations they deem necessary or appropriate during, or in connection with, an Event including without limitation determinations as to whether a Rule violation has occurred, whether a penalty should be imposed, the specifications of any penalty and the enforcement of any penalty.

**1.1.3.3.** Officials shall have the right to determine whether or not to publicly publish or cause to be publicly published a notice stating that Officials has penalized any Member and/or rendered a judgment on a review and/or appeal. If published, the notice may include without limitation a description of the penalty or judgment and names of the affected Member(s). Having accepted the privileges and obligations of membership, the Members referenced in any such notice waive any and all rights of action against INDYCAR, Andersen Promotions and/or against any individual or entity publishing such notice. Officials may without limitation publicize the results referenced in such notice in the posting and awards or otherwise.

**1.1.3.4.** Officials will (i) secure necessary timing and scoring and technical equipment; (ii) and record all timing and scoring information and technical information, including the standings of an Event; (iii) control the designated timing and scoring and technical areas; (iv) provide

competition information to the Competitors, the Event Promoter, and the press; (v) and facilitate the award distributions. Officials shall be the final authority on the content of all official postings.

**1.1.3.5.** Officials may without limitation order the completion, postponement, or cancellation of any Event or any portion thereof for any reason. Officials may terminate a Race before its scheduled number of laps or allotted time and in such case determine the Race results and disposition of the awards, and may terminate a Race after one or more Cars have finished. Officials may increase or reduce the scheduled number of laps or allotted time, and/or may declare an Event completed, postponed, terminated or abandoned.

**1.1.3.6.** As soon as practical after the conclusion of an Event, Officials shall prepare a report giving the results of the Event and may identify reviews lodged and any penalty issued.

#### **1.1.4. Acceptance of the Rules**

**1.1.4.1.** Every Member who is involved in and/or participates in any way in any Event shall be deemed to have a full awareness and understanding of, and to have accepted, the Rules.

**1.1.4.2.** Every Member agrees to follow the direction of Officials with respect to the enforcement and interpretation of these Rules or be subjected to penalties for failure to comply with such directions.

#### **1.1.5. Assumption of Risk, Liability Release, Acknowledgment and Indemnity**

**1.1.5.1. ASSUMPTION OF RISK - EVERY MEMBER AGREES TO BE BOUND BY THE RULES**

AND ASSUMES ALL OF THE RISK OF SUCH MEMBER'S INVOLVEMENT AND/OR PARTICIPATION IN AN EVENT.

**1.1.5.2. LIABILITY RELEASE** - RECOGNIZING THAT AUTOMOBILE RACING CAN BE A HAZARDOUS UNDERTAKING, MEMBERS, FOR THEMSELVES, THEIR HEIRS, EXECUTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AGREE, BY THEIR MEMBERSHIP, THAT THEY RELEASE AND DISCHARGE MNAO, INDYCAR GROUP AND ANDERSEN PROMOTIONS GROUP FROM ANY AND ALL LIABILITY FOR DAMAGES TO PROPERTY, PERSONAL INJURY, AND/OR DEATH, IN ANY WAY RELATING TO ANY EVENT OR THE MEMBERS' INVOLVEMENT AND/OR PARTICIPATION IN THE EVENT, REGARDLESS OF HOW THE CLAIM MIGHT ARISE INCLUDING WITHOUT LIMITATION RACE OFFICIATING, RULE INTERPRETATION AND VIOLATIONS, PHYSICAL CONDITION OF THE TRACK, AND/OR EMERGENCY TREATMENT OR RESCUE.

**1.1.5.3. ACKNOWLEDGMENT**

**1.1.5.3.1.** MEMBERS RECOGNIZE THIS RELEASE APPLIES EVEN IF INDYCAR GROUP OR ANY OF THEM ACTED NEGLIGENTLY AND UNDERSTAND THAT MEMBERS MAY BE ASKED TO ACKNOWLEDGE THIS ASSUMPTION OF RISK AND RELEASE BY OTHER AGREEMENTS THEY MIGHT SIGN AS A PREREQUISITE TO PARTICIPATE IN AN EVENT OR EVENTS.

**1.1.5.3.2.** EACH MEMBER ACKNOWLEDGES THAT THE MEMBER HAS MADE THE MEMBER'S SPOUSE AND/OR DEPENDENTS AWARE OF THE MEMBER'S DECISION TO ASSUME AND INCUR THE RISK ASSOCIATED WITH RACING WITHOUT THE

## RIGHT TO PURSUE CLAIMS OF WRONGDOING.

**1.1.5.4. INDEMNITY** – EACH MEMBER ACKNOWLEDGES THAT MEMBER IS RESPONSIBLE FOR VIOLATION OF MEMBER'S AGREEMENTS BY MEMBER, MEMBER'S REPRESENTATIVES INCLUDING LOVED ONES AFFECTED BY MEMBER'S INVOLVEMENT AND/OR PARTICIPATION, AND MEMBER'S PARTICIPANTS AND GUESTS. THIS RESPONSIBILITY APPLIES TO ALL VIOLATIONS OF MEMBER'S AGREEMENTS WITH INDYCAR AND/OR ANDERSEN PROMOTIONS. THIS INCLUDES THE MISUSE OF CREDENTIALS AND THE FAILURE TO ACCEPT THE ASSUMPTION OF RISK, THE WAIVER AND RELEASE OF LIABILITY, THE BINDING NATURE OF THE RULES, INDYCAR'S AND/OR ANDERSEN PROMOTIONS' INTERPRETATION OF THE RULES, AND THE FINALITY OF THE APPEAL PROCEDURE. MEMBER UNDERSTANDS THAT THIS RESPONSIBILITY INCLUDES THE DUTY TO INDEMNIFY AND HOLD INDYCAR GROUP AND ANDERSEN PROMOTIONS GROUP HARMLESS FROM THE CONSEQUENCES AND DAMAGES ARISING FROM THE VIOLATION.

## **1.2. Safety**

**1.2.1. Safety Policy** - While Officials seeks to maintain safe conditions for Competitors and others Members taking into account all aspects of the Event, Members recognize that conditions may not be safe and can be affected by human error. At any Event, each Member acknowledges and agrees that racing is a hazardous activity and each Member's involvement and/or participation is with expressed assumption of this risk.

**1.2.1.1.** While acknowledging the inherent risk of racing to Competitors and other Members involved and/or participating in an Event,

Members are personally responsible for their own safety, for the safety of each Member of Member Group and for the safety of their racing equipment. No Event Promoter, INDYCAR, Andersen Promotions or any Manufacturer, or other Member is responsible for the adequacy of any Member's racing equipment or racing activity to accomplish this purpose. No Event Promoter, INDYCAR, Andersen Promotions or any Manufacturer or other Member makes any representation, express warranty, implied warranty or covenant that safety equipment and/or personnel will prevent or reduce the Member's risk or extent of injury in any Event.

**1.2.1.2.** Officials may take any action including canceling, postponing, temporarily stopping or delaying an Event, if Officials determines that basic safety requires such action. Officials may order off the Track any Member or Car that Officials determines constitutes a hazard. Officials may but are not required to, prohibit any Member or Member's equipment from entering or continuing in an Event if Officials considers the Member's acts or omissions to be negligent, reckless or hazardous or that the Member is acting without due consideration to others. None of such decisions during an Event may be reviewed and/or appealed. In the event a Driver is ordered off the Track due solely to driving performance, the Entrant may replace the Driver with a qualified Driver approved by Officials and continue in the Event.

## **1.2.2. Security**

**1.2.2.1.** Only authorized individuals are permitted on the Track and other restricted locations designated by Officials or an Event Promoter.

**1.2.2.2.** Officials and the Event Promoter have the right to engage in such searches of individuals

and property at any Race Location, as they deem necessary or appropriate for the safety and security of the Event. If they deem necessary, Officials and the Event Promoter have the right but are not required to remove any individual and/or property from the Race Location.

**1.2.2.3.** Officials may but are not required to penalize any Entrant, Associate, or other Member whose representative or equipment enters a restricted area at any Race Location prior to the scheduled opening time or remains in a restricted area at a Race Location after the scheduled closing time without prior approval from Officials and the Event Promoter.

**1.2.2.4.** Only Members possessing a valid Driver's license may operate a motorized vehicle in a restricted area during an Event. Only vehicles approved by Officials are permitted in the pit area. Officials and/or an Event Promoter may have additional or different requirements for a particular Event, and Officials may modify the foregoing Rule accordingly.

**1.2.2.5.** Members must not operate or permit another individual to operate a motorized or non-motorized vehicle at the Race Location negligently, recklessly or without due consideration to Members, spectators or others.

**1.2.2.6.** Smoking is not permitted on the Track, in the pit area, or in any fuel service area. Officials and/or an Event Promoter may have additional or different requirements for a particular Event, and Officials may modify the foregoing Rule to the extent permitted or required by law.

**1.2.2.7.** The possession of firearms by non-law enforcement personnel during an Event is prohibited.

**1.2.2.8.** The use of drones or any other unmanned aircraft systems ("UAS") at an Event is prohibited unless approved in advance in writing by INDYCAR's President of Competition and Operations. As a condition of such approval, Officials may require a Member to agree in writing with a policy statement that may include, without limitation: i) compliance with all applicable local, state and federal, rules and regulations; ii) adherence with designated standards of use of the drone or UAS; iii) provision of insurance as required by Officials and/or the Event promoter; and iv) completion of all applicable location releases and other agreements regarding the use of any photograph, video, footage, data, and/or other information gathered by the drone or UAS.

### **1.2.3. Medical/Rescue Requirements and Injury Reports**

**1.2.3.1.** Officials may require the Event Promoter to use, in compliance with local regulations and/or FIA requirements, medical/rescue personnel and equipment acceptable to Officials to provide Members with assessment and treatment of emergency medical conditions.

**1.2.3.2.** A Driver may be required to demonstrate ability to exit the Car to Official's satisfaction by a method as determined by Officials.

**1.2.3.3.** A Driver involved in a crash or injured in an incident during an Event must report to the medical center or as directed by Officials and may neither continue in the Event nor participate in future Events without clearance from INDYCAR.

**1.2.3.4.** Any other Member involved in a crash or injured in an incident during an Event must report to the medical center or as directed by Officials before departing the Race Location prior to the conclusion of the Event.

#### **1.2.4. Biomedical Research and Device Testing**

**Policy**– All Members must comply with INDYCAR’s Biomedical Research and Device Testing Policy available from the INDYCAR office.

#### **1.2.5. Data Sharing Policy - All Members agree:**

**1.2.5.1.** Officials own all data and information collected by or on behalf of INDYCAR and/or Andersen Promotions including without limitation, all data from broadcast telemetry, all car data, Pit Lane, in-car cameras, impact recorders, and earpieces.

**1.2.5.2.** Officials may disclose the data to third parties for any purpose including, without limitation, safety and/or medical research.

**1.2.5.3.** If an individual desires to receive any such data from Officials, the individual shall submit a request in writing to Officials.

**1.2.5.3.1.** The written request shall specify the data requested and the proposed use of the data.

**1.2.5.3.2.** Officials shall determine whether to provide the data, taking into account such factors as the nature of the data requested, the uses for which the individual requests the data and whether or not consent and/or approval of any other individual is required or appropriate in order to release the data.

**1.2.5.3.3.** The individual requesting the data will be required to execute an agreement regarding approved uses for the data and the confidential treatment of any data that INDYCAR or Andersen Promotions approves for use by the individual.



**1.2.5.4.** An Entrant may record its own pit stop activities from its own pit area during Events for use only by such Entrant for internal evaluation. All other activities and/or uses require prior written approval from Officials.

## **1.2.6. Safety Inspections**

**1.2.6.1.** Officials may inspect any equipment prior to each Event and re-inspect equipment at any time including, without limitation, before, during or after each Event. An Entrant may be required to replace without limitation seats, seat belts, helmets, headrests, head restraint systems, and other equipment at any time, as determined by INDYCAR.

## **1.2.7. Personal Safety Equipment**

**1.2.7.1. Drivers** - All Drivers must wear:

- a) Fire resistant one piece uniform conforming to SFI 3.2A/5 or FIA 8856-2000 specifications;
- b) Fire resistant socks;
- c) Fire resistant shoes;
- d) Fire resistant gloves;
- e) Nomex underwear long sleeve tops and full length bottoms;
- f) Fire resistant head sock.
- g) Arm restraints

**1.2.7.1.1.** All removable dental appliances, chewing gum, rings, watches and other jewelry and comparable items should be removed before a Driver participates in any on-Track Event. Mobile devices for texting,

internet or telephone use are prohibited on track.

### **1.2.7.1.2. Helmets -**

All Drivers must wear safety helmets designed specifically for automobile racing that meet or exceed the following specifications: Snell Foundation - ,SA2010/SAH2010 and SA2015/SAH2015, SFI – 31.1, FIA – 8858-2004 or later, British Standards Institute BS6658-85 type A/FR. Aerodynamic devices must not protrude more than 0.250 inches from the surface outside of the shaded area shown below. Inside the shaded area, a 0.500 inch high device is allowed. Flat back designs are not permitted. All helmets must be fitted with the Series approved removal system.



#### **1.2.7.1.2.1. (Not Applicable)**

**1.2.7.1.3.** All helmets must be inspected and approved by the Series before use and are subject to confiscation and re-inspection by the Series at any time, including, without limitation, before, during or after each Event. The Series shall affix stickers to the helmets signifying approval for use. At any time, including, without limitation before, during or after each Event, Officials may remove the approval stickers and require

the helmets to be re-inspected and refurbished by a certified helmet manufacturer before The Series will consider them for re-approval. The helmet manufacturer must submit to The Series documentation stating the refurbished helmet is approved for use in competition in accordance with the Rules.

**1.2.7.1.4. Head Restraint Systems-** The Series requires the use of head restraint systems. Head restraint systems must meet or exceed SFI 38.1 or FIA 8858-2010 certifications and be approved by the Series.

**1.2.7.1.5.** The Series shall issue a serial number to each head restraint system. At any time, the Series may require the head restraint system to be re-inspected and refurbished by the SFI or FIA certified head restraint system manufacturer before the Series will consider it for re-approval. The head restraint system manufacturer must submit to the Series documentation stating that the head restraint system is approved by SFI or FIA for use in competition in accordance with the Rules.

**1.2.7.1.6. Ear Pieces –** (Not Applicable)

**1.2.7.2. Crew Members, Other Competitors, and Officials -** Except as provided in Rule 1.2.7.1 and Rule 1.2.7.2 all Competitors and Officials on the trackside of Pit Lane must adhere to the following dress code:

- a) Long pants;
- b) Closed-toe shoes; and
- c) Shirts with sleeves (no tank tops).

**1.2.7.2.1.** This Rule does not apply to individuals in the pit area who are not Competitors or Officials or to any individuals in the garage area or non-restricted areas.

**1.2.7.2.2.** INDYCAR and/or an Event Promoter may have additional or different requirements for a particular Event.

### **1.3. Logo Display**

**1.3.1.** All Members agree to comply with the GLOBAL MX-5 CUP Series Style Guide available from Andersen Promotions, including, without limitation, display of all required emblems on all uniforms, Cars and other equipment and/or use of all required equipment.

### **1.4. Advertising**

**1.4.1.** Officials may regulate or deny the advertising of any product on equipment, apparel or otherwise in connection with a Member, INDYCAR, Andersen Promotions, GLOBAL MX-5 CUP Series or any Event for any reason.

**1.4.2.** Advertising may not be displayed until it has been approved by Officials. Officials may disapprove advertising for any reason, including, without limitation, advertising which it determines is offensive, inappropriate, illegal, undignified, in conflict with any GLOBAL MX-5 CUP SERIES, INDYCAR, Andersen Promotions or Event Promoter sponsorship, potentially confusing or may detract from the interest in any Event and/or the integrity of INDYCAR, Andersen Promotions and/or the GLOBAL MX-5 CUP Series.

**1.4.3.** Officials may require a Member to agree in writing with a policy statement regarding advertising of a particular product.

**1.4.4.** Product advertising must comply with all Rules, including without limitation, size.

## **1.5. Title Sponsor**

**1.5.1.** No Member shall grant any sponsorship or other promotional rights to any Title Sponsor Competitor (as defined below) or for any products or services in the Title Sponsor Category (as defined below) unless approved by the Title Sponsor.

**1.5.1.1.** For purposes of this Rule 1.5, Title Sponsor Competitor is defined as any company whose primary business product or service is a competitor of the Title Sponsor's in the Title Sponsor's Category, regardless of whether the Title Sponsor Competitor activates within the Title Sponsor's Category.

## **1.6. Product Use**

**1.6.1.** A Member shall not make a false or potentially false public or private statement concerning any product used or said to have been used in any Event. An Entrant may be required to provide Officials with an affidavit certifying product use. Display of an emblem on a Car or uniform does not constitute a statement concerning use.

**1.6.2.** Officials may certify that a product was used at any Event(s). A product manufacturer desiring to have Officials certify that its product was used in any Event(s) must follow the procedures outlined in Rule 1.5.

**1.6.3.** To be eligible to receive certification of product use, the product manufacturer must agree in writing to the following:

**1.6.3.1.** The product manufacturer must agree in writing to be bound by the Rules and must agree to be subject to penalty pursuant to the Rules.

**1.6.3.2.** Product manufacturers posting awards contingent on product use and the display of advertising during an Event must provide Officials with a statement of the conditions at least 30 days prior to the Event. The product manufacturer shall provide Officials with proof of award distribution in accordance with these conditions within 30 days of certification by Officials of the product use.

**1.6.3.3.** Any advertisement of products and the related use of these products during an Event must be consistent with the facts as determined by Officials and must not be likely to deceive, deceives, or mislead the public.

**1.6.3.4.** Officials may add or revoke requirements, as it deems appropriate.

#### **1.6.4. Event Activities**

**1.6.5. Activities** - Officials may schedule mandatory meetings and/or activities for Members. Officials may require a meeting with Member(s) at any time. Each Member must attend and actively participate in all official meetings and other activities designated by Officials as mandatory for that Member at the times and locations designated by Officials. These may include, but are not limited to the following:

##### **1.6.5.1. Competition**

**1.6.5.1.1. Competition Meetings** - Officials may conduct one or more meetings of Drivers, team managers, spotters and chief mechanics to discuss general application, construction, and interpretation of the Rules and any specific Rules applying to a particular Event.

**1.6.5.1.2. Driver Meetings** – Officials may conduct one or more meetings for Drivers.

Attendance at such Driver meetings may be limited to only the Driver participating in the Event. Additional attendees such as owner, manager, chief mechanic or spotter may also be invited to attend.

## **1.6.5.2. Media**

### **1.6.5.2.1. Testing**

**1.6.5.2.1.1.** Members agree to provide a minimum of thirty (30) minutes of media availability per on Track Test Day.

### **1.6.5.2.2. Pre-Race Activities**

#### **1.6.5.2.2.1. Driver Autograph**

**Sessions** – INDYCAR and/or Andersen Promotions may conduct one or more autograph sessions of Drivers during each Event. Drivers are required to attend

**1.6.5.2.2.2. Practice** – Requested Drivers must attend post-practice media appearance.

**1.6.5.2.2.3. Qualifications** – Drivers must attend the following:

- a) Pole Qualifying media “bullpen” appearance.
- b) Pole winner photograph obligations.

Immediately following Qualifications, media center appearance:

- c) ( . ot ppl i cabl e)

**d) Road Course/Street Course Events:**  
the top three (3) Drivers

**1.6.5.2.2.4. Pre- Race Ceremonies -**

In preparation for a Race, Drivers shall follow the instructions of Andersen Promotions. Unless otherwise directed, the Drivers shall proceed to the Pre-Race staging area and fully participate in Pre-Race ceremonies including without limitation any Driver introductions and/or Track laps.

**1.6.5.2.3. Post-Race Activities -** Upon completion of a Race, all Competitors shall follow the instructions of Officials. Unless otherwise directed, the top three finishers in the Race shall proceed to victory lane as instructed by Officials and fully participate in post-Race ceremonies including without limitation, not removing, obscuring, or otherwise altering any sponsor recognition. Specifically at a minimum, this includes the following:

**1.6.5.2.3.1.** The winning Driver must attend and participate in post-Race interviews in victory lane. The winning Driver and Car Owner of a Race agree to permit the display on the Car in victory lane, as designated by the Series, at least one item from the Title Sponsor and one item from the Car's sponsor as determined by the Series, including size, location and placement of such item(s). The winning Entrant agrees to participate in a photograph session with the Event sponsor(s) and guests.



**1.6.5.2.3.2.** The 2<sup>nd</sup> and 3<sup>rd</sup> place Drivers must stop in Pit Lane or such other area as designated by the Series and participate in media interviews.

**1.6.5.2.3.3.** The 2<sup>nd</sup> and 3<sup>rd</sup> place Drivers must proceed to victory lane and join the Race winner in post-Race ceremonies. The top three finishers must wear Series provided hats.

**1.6.5.2.3.4.** Immediately following victory lane ceremonies, the winning Driver, 2<sup>nd</sup> place Driver and 3<sup>rd</sup> place Driver must attend and participate in post-Race interviews in the media center.

**1.6.5.2.3.5.** (Not Applicable)

**1.6.5.2.3.6.** All other Drivers agree to attend and participate in the post-Race media center interview process, if requested by the Series.

**1.6.5.2.3.7.** All selected Cars must be presented at technical inspection as directed by Officials.

**1.6.5.2.4. Championship** - All Drivers and Entrants mathematically eligible to win the end of season Driver and/or Entrant point standings agree to attend and participate in activities as follows:

**1.6.5.2.4.1.** Race market for final Race: a media activity approximately four weeks prior to the end of season Event.

**1.6.5.2.4.2.** During the final five (5) Races: designated pre-Race and/or post-Race media requirements,

including national media teleconferences, press conferences, satellite media tours and/or radio tours as directed by the Series.

**1.6.5.2.4.3.** Championship Event(s) during Event week: (a) media event(s) as designated by the Series.

**1.6.5.2.4.4.** Series Champion: a national media tour that could include a trip or trips to national media markets, if requested by the Series.

**1.6.5.2.5. Celebration** - The winning Driver and Car owner must attend and participate in the celebration at such times and locations as designated by Andersen Promotions.

**1.6.6. Penalties** – Officials shall determine whether a Member has failed to attend, failed to actively participate, or engaged in inappropriate conduct during a meeting or mandatory activity.

**1.6.6.1.** – The Race Director may apply penalties at his discretion.

**1.6.6.2. Each Additional Violation** – The Series may double the fine; require attendance at an additional/substitute meeting or meetings, or activity or activities.

**1.6.6.3.** Whether in attendance or not, Members shall be charged with knowledge of the matters discussed at all meetings (whether mandatory or not). A Member and the Member's Entrant waive the right to review and/or appeal any penalties that may be assessed for any violation of the Rules if the Member was absent, did not actively participate or engaged in appropriate conduct at the meeting.

**1.6.6.4.** Cellular telephones or wireless mobile devices may only be used for the purpose of taking notes during any meeting and/or activity unless approved by the Series.

## **2. MEMBERSHIP**

### **2.1. General**

**2.1.1.** INDYCAR is a voluntary membership organization. Each Member shall be deemed to be an independent contractor of INDYCAR, and the relationship between INDYCAR and a Member shall not be deemed to be a partnership, joint venture, an employment or a franchise relationship by virtue of the membership.

### **2.2. Application**

**2.2.1.** Each applicant is required to submit the following properly executed materials for INDYCAR approval in the form required by INDYCAR:

**2.2.1.1.** Membership application on a form provided by INDYCAR and/or Andersen Promotions.

**2.2.1.2.** Membership application fee,

**2.2.1.3.** Substance Abuse Policy Authorization for Testing and Release (if the applicant is a designated Competitor or Official),

**2.2.1.4.** Social Media Policy Acknowledgement (if the applicant is a Competitor or Official),

**2.2.1.5.** Participant Authorization for Use and Disclosure of Protected Health Information, and

**2.2.1.6.** Any other materials required by INDYCAR and/or Andersen Promotions.

- 2.2.2.** Qualification for membership shall be determined by INDYCAR and may be periodically revised.
- 2.2.3.** Each applicant agrees to fulfill all contractual obligations such applicant and/or applicant's affiliates may have to INDYCAR, Andersen Promotions, Event Promoters, Manufacturers, and their affiliates. Each applicant agrees that INDYCAR, Andersen Promotions, Event Promoters, Manufacturers and their affiliates shall have the remedy of specific performance with respect to any and all such obligations in addition to all other rights and remedies available at law or in equity and notwithstanding any terms to the contrary in any other agreement.
- 2.2.4.** Each applicant must pay any and all outstanding financial obligations owed by applicant or its affiliates to INDYCAR, Andersen Promotions, Manufacturers and their affiliates, or make other arrangements acceptable to INDYCAR, Andersen Promotions, Manufacturers and their affiliates.
- 2.2.5.** INDYCAR shall determine whether to accept or reject any membership application, although the rejection of a membership application may be reviewed and/or appealed in accordance with the procedures.
- 2.2.6.** If an individual/entity is involved in and/or participates in any Event without having properly submitted a fully-executed membership application, the individual/entity, by such involvement and/or participation, nevertheless agrees that the individual/entity is subject to all Rules, limitations of liability, indemnification and all statements, releases and obligations appearing in the membership application as if the individual/entity had properly submitted a fully-executed membership application.

**2.2.7.** Regardless of where the application is executed by the applicant and/or accepted by INDYCAR and/or the credential issued, applicant recognizes and agrees that the Member's application and associated agreement is an Indiana contract and forms a contractual relationship established in the State of Indiana and governed by the laws of Indiana. THIS CONTRACT AND RELATIONSHIP IS A LEGAL ONE AND APPLICANT SHOULD CONSULT HIS/HER ATTORNEY IF HE/SHE HAS ANY LEGAL QUESTIONS.

### **2.3. Term**

**2.3.1.** Unless otherwise determined by INDYCAR, a membership expires on a date designated by INDYCAR.. INDYCAR may issue a credential that may only be valid for a designated period or designated Event(s), as INDYCAR deems appropriate.

### **2.4. Interim Review of Qualifications**

**2.4.1.** INDYCAR may review the Qualifications of a Member at any time after accepting a membership application to determine whether the Member shall continue to qualify for a membership under these Rules.

### **2.5. Acknowledgement of Release and Assumption of Risk**

**2.5.1.** INDYCAR may periodically request that a Member acknowledge the release, assumption of risk and indemnification provisions in the membership application, but the failure of INDYCAR to request and/or a Member to sign an acknowledgement does not negate the release, assumption of risk and indemnification provisions in the membership application or in these Rules.

## **2.6. Applicable Laws and Jurisdiction**

**2.6.1.** To avoid the need for specific inquiries, each Member represents, warrants and covenants to INDYCAR Group, MNAO and Andersen Promotions Group that such Member has complied with and at all times will comply with all applicable local, state and federal, rules and regulations, including, without limitation, all laws related to taxes and fees, immigration, income/sales/use tax, safety/health, transportation, workers compensation, and frequency communications. Member further acknowledges and agrees to cooperate with INDYCAR's, Andersen Promotions' and each Event Promoter's compliance obligations. For the avoidance of doubt, the Member's responsibilities include withholding and information reporting obligations required by law pursuant to Indiana House Enrolled Act 1544.

**2.6.2.** If there is a misrepresentation and/or a breach of the warranties and covenants in Rule 2.6.1, such Member shall indemnify and hold INDYCAR Group, MNAO and Andersen Promotions harmless from any loss or expense incurred by INDYCAR Group, MNAO and/or Andersen Promotions Group as a result of any noncompliance including without limitation, claims of INDYCAR Group's, MNAO's and/or Andersen Promotions Group's sole or contributory negligence and/or a claim that INDYCAR Group, MNAO and/or Andersen Promotions Group failed to supervise or achieve compliance.

**2.6.3.** The Rules shall be governed, interpreted and construed in accordance with the laws of the State of Indiana, without regard to its choice of law principles. All actions relating to the Rules shall be brought in state or federal court in Marion County, Indiana. Each Member consents to venue in and jurisdiction of the state or federal courts in Marion County, Indiana, and waives any rights to contest such venue and jurisdiction.

**2.6.4.** THE MEMBER WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE MEMBERSHIP APPLICATION, ASSOCIATED AGREEMENT AND/OR RULES AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AS A BENCH TRIAL AND NOT BEFORE A JURY.

## **2.7. Conduct Identification**

**2.7.1.** A Member should never make a claim against INDYCAR/Andersen Promotions/MNAO or a person or entity connected with INDYCAR/Andersen Promotions/MNAO that an injury, including a fatal injury, has been caused by wrongful conduct that is intentional or willful and wanton unless the claim can be supported by established facts. Even if factually supportable, such a claim cannot continue unless the notice required in the membership application is timely completed.

## **2.8. Litigation**

**2.8.1.** Each Member agrees to reimburse INDYCAR Group, MNAO, Andersen Promotions, and other named Members (INDYCAR Member Group) for all costs of litigation including without limitation travel expenses and attorneys' fees, costs and expenses if either of the following conditions occurs:

**2.8.1.1.** The Member initiates or otherwise causes a member of the INDYCAR Member Group to be named as a party in a legal proceeding not permitted or contemplated by the Rules;

**2.8.1.2.** The Member requests or compels a member(s) of the INDYCAR Member Group's participation in a manner other than as a party to the lawsuit.



## **2.9. Categories**

**2.9.1.** The following membership categories exist:

- a)** Entrant
- b)** Driver
- c)** Associate
- d)** Official
- e)** Media
- f)** VIP

## **2.10. Age**

**2.10.1.** Unless otherwise specified, all applicants who are individuals must be at least eighteen (18) years of age. For example, INDYCAR may require a Competitor to be an age greater than eighteen (18) years of age or require additional and/or different requirements for a particular category and/or Event.

**2.10.2.** No one under age 18 shall be permitted in Pit Lane during any Events unless permitted by applicable insurance requirements and previously approved in writing by INDYCAR and/or the Event Promoter.

**2.10.3.** At INDYCAR's discretion, an individual, age 14-17, may be allowed to apply for an MX-5 CUP Driver's License. All agreements and documentation as to additional obligations as required by INDYCAR must be completed to INDYCAR's satisfaction before the application will be considered. If accepted and for the duration of time that INDYCAR allows, the individual will have all rights of a licensed driver.

## **2.11. Moral Fitness**

**2.11.1.** The past or current conduct of an applicant or Member can have adverse consequences to INDYCAR, MNAO and/or Andersen Promotions.

- 2.11.2.** An applicant or Member must honestly answer questions raised by INDYCAR, MNAO and/or Andersen Promotions as to moral character.
- 2.11.3.** Applicants and Members agree INDYCAR may refuse a membership application or revoke a membership for any reason including, without limitation, those related to personal conduct, decency and whether or not any conduct of the applicant or Member creates adverse notoriety with respect to INDYCAR, Andersen Promotions, the GLOBAL MX-5 CUP Series, MNAO or an Event.

## **2.12. Physical and Psychological Fitness**

- 2.12.1.** INDYCAR may require any applicant or Member to complete a medical history form and/or complete and pass a medical examination which may include drug testing consistent with the provisions of the Substance Abuse Policy as directed by INDYCAR to determine physical and psychological fitness to receive a membership or License and/or to participate or continue in an Event. At any time, INDYCAR may require a Member to be examined and/or tested by a designated medical professional at the Member's cost.
- 2.12.2.** Members must not use or be under the influence of illegal or prohibited drugs at any time, alcohol during an Event, and certain prescriptions and over-the-counter medications during an Event. Designated Competitors and Officials must complete and return to INDYCAR the current Substance Abuse Policy Authorization for Testing and Release and must comply with the provisions of the Substance Abuse Policy at all times. Whether or not an applicant or Member has formally executed the Substance Abuse Policy Authorization for Testing and Release, each applicant and Member agrees to submit to drug testing in accordance with the Substance Abuse Policy, which may include without limitation the collection of urine, blood, saliva, hair,

breath and/or any other scientifically-acceptable method of analysis for prohibited substances and/or alcohol if requested by INDYCAR.

Examination/testing may be for any drug, medication or other substance including without limitation alcohol. Applicants and Members shall be required to regularly review the Substance Abuse Policy and will be notified by INDYCAR as changes to the Substance Abuse Policy are made. Changes to the Substance Abuse Policy will apply as they become effective, and it is not an acceptable excuse for an applicant or Member to claim that the applicant or Members unaware of a change to the Substance Abuse Policy or that such a change is not reflected in the Rules for purposes of avoiding the consequences of noncompliance.

**2.12.3.** Any applicant or Member who is required to complete a medical history form and/or complete and pass a medical examination/test shall also immediately notify in writing i) the INDYCAR Medical Director if the Member becomes aware of a change in the Member's medical condition, including if the Member is diagnosed with any medical condition (including pregnancy) by any medical professional, and ii) to submit proof of any prescription the Member is required to take to the INDYCAR Medical Review Officer (and receive the INDYCAR Medical Review Officer's approval of such use prior to taking the substance in connection with any Event) (whether or not prescription drugs or medication and regardless of how taken).

**2.12.4.** Officials may disqualify, suspend or otherwise penalize any applicant or Member for failure to promptly cooperate with any request for examination/testing and/or notification by INDYCAR and for any pending violation of the Substance Abuse Policy.

## **2.13. Medical Examinations and Treatment**

**2.13.1.** Examinations and/or treatment of Members, including emergency rescue, performed by medical professionals acting on behalf of INDYCAR are based upon a relationship established in the State of Indiana.

**2.13.2.** Members acknowledge that the medical professionals are acting pursuant to their contractual obligations with INDYCAR and are not acting or rendering personal medical services to the Members. Members acknowledge that they shall have their own personal physicians.

## **2.14. Determination of Fitness**

**2.14.1.** Members acknowledge that while the INDYCAR medical professionals render an opinion as to fitness, the final determination of a Member's ability to participate is made by INDYCAR and/or the Race Director in good faith.

## **2.15. Waiver of Claims**

**2.15.1.** Each applicant and Member waives any and all claims regarding any medical treatment and/or medical examinations/testing and/or examination/testing results, and/or the use or disclosure of such medical treatment and/or medical examinations/testing and/or examination/testing results, by INDYCAR, MNAO, Andersen Promotions, their agents and/or its medical professionals including without limitation claims of invasion of privacy and/or breach of confidentiality, notwithstanding whether such claims arise from strict liability, sole or contributory negligence of INDYCAR, MNAO, Andersen Promotions, their agents and/or their medical professionals, breach of contract, or any other legal or equitable theory.

## **2.16. Penalties**

**2.16.1.** INDYCAR may disqualify, suspend or otherwise penalize any applicant or Member if the results of any examination/test are determined by INDYCAR, its agents and/or its medical professionals to be a violation of the INDYCAR Substance Abuse Policy or to enhance, impair, or otherwise affect the Member's ability to be involved in and/or participate in any Event regardless of whether the applicant or Member's B sample, if applicable, has confirmed the A sample finding, in the case of a drug test. INDYCAR in its discretion may suspend or otherwise penalize any applicant or Member while such applicant or Member's matter, whether it is a positive drug test or other violation of the Substance Abuse Policy or other applicable Rule is pending or while INDYCAR investigates the applicant or Member's potential Rule violation.

**2.16.2.** Any Member who shows visible signs of exhaustion, physical or psychological impairment, or other physical or psychological irregularities may be disqualified and/or excluded from an Event and subjected to additional examinations/tests and/or penalties.

## **2.17. Violation of Laws**

**2.17.1.** Being charged with a violation of the law, whether alcohol/substance abuse or any other laws, may be grounds for suspension or other penalty. Any Member charged with any violation of the law relating to alcoholic beverages or illegal substances, or charged with any felony, must notify the COO prior to the next scheduled Event or within 72 hours of being so charged, whichever is earlier, and cooperate with INDYCAR, including without limitation, providing additional information in order for INDYCAR to determine if a suspension or other penalty is appropriate.

## **2.18. Medical Records**

**2.18.1.** Each applicant and Member agrees and consents that, where requested by INDYCAR for purposes of carrying out its due diligence and obligations under the Rules and the Substance Abuse Policy, he or she will not unreasonably deny INDYCAR access to and copies of any and all medical records of the Member where access to such information may be necessary in order for INDYCAR to make a determination with respect to the applicant or Member's eligibility for participation in an Event. Applicants and Members acknowledge that denial of access by INDYCAR to such information may delay or prohibit INDYCAR from permitting the applicant or Member to compete and/or participate in Events.

## **2.19. Memberships, Licenses and Credentials**

**2.19.1.** Prior to gaining access to restricted areas, each individual must have the necessary and appropriate credential. The holder of a membership, License or other credential shall produce it for inspection upon demand of Officials or security personnel at any Event along with any other document needed to confirm identification.

**2.19.2.** The annual credential consists of both the lanyard and the hard card. Use of one without the other invalidates the annual credential. In addition, a Member must not use a prior Event's, prior season's or other series' credential.

**2.19.3.** A membership, License or any other credential (including race mode) may not be disassembled, transferred, assigned, sold, made subject to a lien, altered, or duplicated. It must be used only by the Member to whom it is issued. If a Member intentionally or unintentionally disassembles, transfers, assigns, sells, makes subject to a lien, alters, duplicates or otherwise

permits another individual or entity to use or attempt to use the membership, License or credential, then the Member may be penalized and shall indemnify and hold INDYCAR Group, MNAO and Andersen Promotions Group harmless from any loss or expense incurred by INDYCAR Group, MNAO and/or Andersen Promotions Group arising in any way from the Member's action, even if the Member or a third party asserts that INDYCAR Group's, MNAO and/or Andersen Promotions Group's loss or expense is due to INDYCAR Group's, MNAO and/or Andersen Promotions Group's negligence.

**2.19.4.** The Rules regarding memberships, Licenses, and credentials are equally applicable to parking passes, Event credentials, golf cart passes, and all other privileges issued to a Member by INDYCAR, MNAO and/or Andersen Promotions or an Event Promoter unless such credentials, passes or privileges are expressly transferable, assignable, or eligible for sale.

**2.19.5.** Officials may require an applicant and/or Member to provide a valid official government-issued identification including photograph and date of birth in order to receive or retain a credential. Acceptable identification includes without limitation a state Driver's licenses, passports and military cards but does not include identification issued by educational institutions or any nongovernmental entity.

**2.19.6.** Members are responsible for the conduct of the Member Group.

# **3. SANCTIONS**

## **3.1. Promotion of Races**

**3.1.1.** INDYCAR will sanction Races. Andersen Promotions governs Race Events with an Event Promoter through an Event Agreement. The Event Agreement contains additional terms regarding the Race, such as those relating to postponement dates.

## **3.2. Event Promoter Responsibilities**

**3.2.1.** Event Promoters shall be responsible for designated operations including without limitation responsibility for obtaining and providing, at the Event Promoter's expense, insurance as required by the Event Agreement, safety precautions, services and vehicles for Competitors and spectators including medical/rescue personnel, equipment, transportation and facilities (such as ambulances, air medical helicopters and examination facilities and equipment); physical condition of the Track; spectator control; and fire protection, all to meet or exceed the minimum requirements provided by INDYCAR, Andersen Promotions and where applicable, the ASN.

**3.2.2.** INDYCAR and Andersen Promotions shall not be responsible or in any manner liable for any of the Event Promoter's responsibilities under the Event Agreement or the Rules even if the Event Promoter fails or refuses to perform such functions, duties and responsibilities, in whole or in part, or if INDYCAR voluntarily assumes performance of any or all of the Event Promoter's specific functions, duties and responsibilities.

**3.2.3.** Members acknowledges that INDYCAR, Andersen Promotions and/or Event Promoter has



reserved and has the right to place additional regulations into effect if, in the discretion of INDYCAR and/or an Event Promoter, such additional regulations become desirable. In the case of a conflict in the Rules resulting therefrom, INDYCAR shall make a determination and its interpretation and determination shall be final.

### **3.3. Restrictions**

**3.3.1.** Event Promoter shall not schedule any ancillary or supporting entertainment, events, or activities that include racing activity on the Track during the Event without prior written approval by INDYCAR and Andersen Promotions, in each instance.

## **4. ENTRANTS/DRIVERS**

### **4.1. General**

**4.1.1.** Licensing criteria are available from the INDYCAR office and may vary depending on the particular on Track activity. Entrants and Drivers must remain in good standing to participate in an Event. All License applications shall be made on forms provided by INDYCAR and submitted to INDYCAR. INDYCAR and ACCUS-FIA (and another ASN, if applicable) shall determine whether to approve a License application and issue a License. Applicant shall pay any and all costs associated with satisfying the License criteria. Driver Licenses are not transferable at any time; Entrant Licenses are not transferable without prior written approval.

**4.1.2.** Unless otherwise approved by INDYCAR, Entrant must possess an INDYCAR annual membership, an INDYCAR Entrant's License, and an ACCUS-FIA Entrant's License (including international competition privileges), and Entrant must remain in good standing at all times during the on-Track Event.

**4.1.3.** Unless otherwise approved by INDYCAR, Driver must possess an INDYCAR annual membership, an INDYCAR Driver's License, and an ACCUS-FIA Driver's License (including international competition privileges) or another ASN Driver's License, if applicable, and the Driver must remain in good standing at all times during the on-Track Event.

**4.1.4.** Licenses are revocable by INDYCAR and ACCUS-FIA at any time and for any reason. Without limiting the foregoing, Licenses for Rookie Drivers are granted on a temporary basis.

**4.1.5.** Licenses may be limited to a particular type of Event(s) or for a specified period.

**4.1.6.** Licensed Entrants and Drivers are eligible to earn awards and points as described in the Rules.

**4.1.7.** Eligibility for a License shall be determined based on such factors as are indicative of the applicant's ability to participate satisfactorily in an Event.

**4.1.8.** Fees may be charged for Licenses.

**4.1.8.1.** Fees are non-refundable whether or not the License is granted. No fee or any part thereof shall be refunded to a licensee because the licensee ceases to participate in any Event(s) regardless of the reason for such cessation.

**4.1.9.** A License is valid only for the current season and/or as otherwise restricted. Unless otherwise noted, all Licenses shall expire on a date designated by INDYCAR.

**4.1.10.** If an individual/entity participates in any Event without having properly submitted a fully-executed license application, the individual/entity, by such participation, nevertheless agrees that the individual/entity is subject to all Rules, limitations of liability, indemnification and all statements, releases and obligations appearing in the license application as if the individual/entity had properly submitted a fully-executed license application.

**4.1.11.** INDYCAR and/or ACCUS-FIA may issue a license that may only be valid for a designated period or designated Event(s), as INDYCAR and/or ACCUS-FIA deems appropriate. If an individual/entity participates in any Event without having properly submitted a fully-executed license application, the individual/entity, by such participation, nevertheless agrees that the

individual/entity is subject to all Rules, limitations of liability, indemnification and all statements, releases and obligations appearing in the license application as if the individual/entity had properly submitted a fully-executed license application.

**4.1.12.** An applicant may request the review and/or appeal of a denial of a Driver or Entrant License and membership application, grade of Driver's License, determination of Rookie Driver status or eligibility for a Rookie orientation or refresher Test in accordance with the procedures set forth in Rules 12 and 13.

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

## **4.2. Entrant License**

**4.2.1.** The individual signing the application represents that the individual is authorized to act on behalf of the named Entrant in all matters. Additional corporate representatives may be listed, and the authority of any individual may be limited. One corporate representative must be present at each on-Track Event where on-Track activity takes place.

**4.2.1.1.** If a corporate representative's status changes, INDYCAR or Andersen Promotions may require an individual authorized to act on behalf of the Entrant submit new application materials for that Entrant for approval. INDYCAR or Andersen Promotions may require an Entrant to submit another Entrant License fee and resubmit any other materials including, without limitation, a

Entry forms, or any other requirements as determined by INDYCAR etc.

**4.2.1.2.** Upon request, INDYCAR or Andersen Promotions must be provided satisfactory information regarding ownership of an Entrant.

#### **4.2.2. Eligibility**

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

**4.2.2.1.1.** Purchase and/or lease agreements with Manufacturers;

**4.2.2.1.2.** Purchase and/or lease agreement for its shop; and

**4.2.2.1.3.** Employment or consultancy agreements with key personnel including, without limitation, team manager, engineer, chief mechanic, and Driver

**4.2.3. (Not Applicable)**

**4.2.4. (Not Applicable)**

#### **4.3. Driver License**

**4.3.1.** License application materials may be approved and Licenses issued to individuals determined eligible by INDYCAR to compete in an Event and who otherwise meet the application requirements.

**4.3.2.** The determination of whether the applicant may take a Driver's Test and whether the applicant successfully completed the Test shall be made by INDYCAR and Andersen Promotions.

**4.3.3.** INDYCAR and/or ACCUS-FIA (and another ASN, if applicable) shall determine the grade of the License issued to a Driver.

**4.3.4.** In order for a Driver to compete in any Event, the Driver must hold a Driver License and at any time may be required to:

- a) Participate in any INDYCAR or Andersen Promotions required Testing;
- b) Provide an updated resume, government-issued identification, and/or certified birth certificate;
- c) Furnish a current clearance acceptable to INDYCAR attesting to the Driver's physical/psychological fitness for racing;
- d) Provide proof of United States residency and an international letter of authorization from the Driver's home country ASN, in the case of Drivers who are not citizens of the United States.

#### **4.3.5. Eligibility**

**4.3.5.1.** An applicant must have sufficient competitive driving ability and experience as determined by INDYCAR and Andersen Promotions.

**4.3.5.2.** INDYCAR's determination as to ability will take into account all such factors, as INDYCAR deems relevant. An applicant must contact INDYCAR for the current Race-specific criteria.

**4.3.5.3.** INDYCAR or Andersen Promotions may require the applicant to provide:

**4.3.5.3.1.** A current resume containing a complete history of the applicant's competition to date and demonstrating the

applicant's ability to properly and safely handle the Car;

**4.3.5.3.2.** A letter of recommendation from the series in which the Driver last competed; and/or

**4.3.5.3.3.** Such other information as INDYCAR may request.

**4.3.6. Physical/Psychological Information** - The applicant must provide the information required by INDYCAR and must successfully complete any INDYCAR-prescribed physical and psychological examinations, which may include, without limitation, eye, neurological and substance abuse testing.

#### **4.3.7. Rookie Driver General**

**4.3.7.1.** If a Driver begins the season as a Rookie, he/she remains a Rookie until the end of that season. A Rookie is a Driver who has competed in four or less GLOBAL MX-5 CUP races. The Race Director shall determine whether a Driver is a rookie.

**4.3.7.2.** If a Driver begins the season as a Rookie Driver, he/she remains a Rookie Driver until the end of that season.

**4.3.7.3. (Not Applicable)**

**4.3.7.4. (Not Applicable)**

**4.3.8. (Not Applicable)**

#### **4.4. Communication**

**4.4.1.** All Members agree INDYCAR and Andersen Promotions owns all rights to voice, data and telemetry collected by or on behalf of the Series and Andersen Promotions including without limitation all

voice, data and telemetry from radio and wireless data frequencies.

#### **4.4.2. In-Car Radio & Radio Location**

**4.4.2.1.** Radio transmissions must not be encrypted, scrambled or otherwise modified to affect INDYCAR's ability to record, scan and hear at any time during the Event. Channel hopping transmissions to or from the in-Car radio are not permitted. All voice radio transmissions to or from the Car must be in the 450.000 MHz to 470.000 MHz range.

**4.4.2.2.** Only the primary and backup frequencies are permitted in the Car radio.

**4.4.3. Frequencies** – Each Member transmitting or receiving any signal including, without limitation, voice, data, and telemetry, but excluding Internet related Wi-Fi (regulated pursuant to Rule 4.4.5) shall:

**4.4.3.1.** Provide the specifications (e.g., frequency, manufacturer, make, model, and serial number) of the radio to be used in the Car, and otherwise, to the Series-designated representative prior to their first Race;

**4.4.3.2.** Not password-protect or otherwise affect or limit the Series-designated representative's ability to scan and hear the radio to be used in the Car at any time;

**4.4.3.3.** Notify the Series-designated representative immediately upon changing any of the equipment specifications or frequencies of the radio to be used in the Car and otherwise;

**4.4.3.4.** Consent, and hereby does consent, to the taping and/or rebroadcast by INDYCAR or its



designee of any such transmissions through any and all media and for any and all purposes; and

**4.4.3.5.** Comply with all applicable laws regarding such use, and indemnify and hold INDYCAR Group, MNAO and Andersen Promotions Group harmless with respect to failure to comply with applicable laws, even if the violation involves INDYCAR Group's or its designee's sole or contributory negligence.

**4.4.3.6. Radio Communication** - During all on-Track Events, radio communication between the Driver and the Entrant's pit is required at all times.

**4.4.3.7.** All Entrant's must monitor the published Race Control frequency. Competitors must not use the Series operational frequencies which are as follows:

Race Control (Primary) 468.8250 PL Code: DPL103.5

Race Control (Alternate) 467.0125 PL Code: DPL032

**4.4.3.8.** A spotter may be in a designated location(s) and have a radio capable of communicating with the Driver and an individual in the Entrant's pit.

**4.4.3.9.** Car-to-Car radio communication is not permitted

**4.4.4. Wireless Data Frequency ("Wi-Fi")** - Each Member transmitting or receiving any signals for wireless data transmissions shall: (i) coordinate and modify frequencies for use with other wireless data networks as specified by INDYCAR; (ii) limit the use of Wi-Fi to hot spot use only (the use of Wi-Fi backhaul and hi gain antennas is not allowed); (iii) comply with all applicable laws regarding such use; and (iv) indemnify and hold INDYCAR Group

harmless with respect to failure to comply with applicable laws, even if the violation involves INDYCAR Group's sole or contributory negligence.

## **4.5. Car Registration**

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

**4.5.2.** A Car may compete only in the Events in which the Car is entered. The Entry form must establish the Entrant's right to enter the Car in the Event and include proof of ownership of the Car acceptable to Officials. After receipt of the Entry form, Officials may examine the Car. Officials use two unique numbers to identify the Car, the unique number assigned by the chassis manufacturer and one assigned by Andersen Promotions (if applicable).

**4.5.3. Car Number** – Officials will assign to each Entrant License (not Driver License) a unique Car number. The Car number may consist of a maximum of two digits. The Car number must not begin with the 0 digit with the exception of 00, which is permitted. Car number 1 will be reserved for the defending Entrant (not Driver) series champion.

**4.5.3.1.** All Car numbers are owned by Andersen Promotions. A Member may be granted the use of a Car number.

**4.5.3.2.** All Entrants desiring a particular Car number must make a written request to Andersen Promotions. Andersen Promotions will not guarantee a request will be granted after March 1, 2017.

**4.5.3.3.** After a Car number is assigned to a particular Entrant License, it will remain with that Entrant License until a specified date as determined by Andersen Promotions. If the Entrant does not enter a Car and/or display the Car number on the Car at an Event, Andersen Promotions may reassign the Car number.

**4.5.3.4.** The required Car number locations must be clearly visible as determined by the Series.

**4.5.3.5.** All aspects of the Car number including, without limitation, height, and width must be approved by the Series prior to use.

**4.5.3.6. Car Appearance** – Andersen Promotions has the right to control the appearance of Cars to distinguish one Car from another. This may include, without limitation Car color. Cars are required to display significantly different colors. In general, Andersen Promotions may require different color schemes.

# 5. ENTRIES

## 5.1. General

**5.1.1.** All Entry applications shall be completed on forms provided by Andersen Promotions in the manner required by Officials and shall be subject to the approval of Andersen Promotions. Entries are not transferable without the prior written approval of Andersen Promotions.

**5.1.2.** An Entry consists of an Entrant, Driver and numbered Car.

### 5.1.2.1. Entrant

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

**5.1.2.1.2.** If an individual/entity participates in any Event without having properly submitted a fully executed Entry form, 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 for the Event, as if the individual/entity had properly submitted a fully executed Entry form.

**5.1.2.1.3.** In recognition of the support of racing fans and efforts and monies expended by sponsors, INDYCAR, Andersen Promotions and Event Promoter in connection with the Events, Entrant, on

behalf of Entrant Group, agrees to participate in any and all portions of on-Track Events in which Entrant has submitted, and INDYCAR or Andersen Promotions 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.

**5.1.2.1.4.** Entrant understands and agrees that INDYCAR or Andersen Promotions has the right at any time to withdraw the privileges of participation or otherwise reject, exclude or disqualify any member of Entrant Group, including but not limited to any Car, Driver or other Entrant Participant, if INDYCAR or Andersen Promotions in its discretion determines that rejection, exclusion or disqualification is in the best interest or integrity of INDYCAR, Andersen Promotions or the promotion of Events. Entrant, Driver and any third party they represent, including without limitation other Entrant Participants, shall have no claim for damages or injunctive relief against INDYCAR or Andersen Promotions, any Event Promoter and/or their representatives by reason of such rejection, exclusion or disqualification.

**5.1.2.1.5.** Entrant shall receive a designated number of annual credentials, Event only credentials, race mode credentials, and passenger car parking passes for each Event as determined by INDYCAR.

#### **5.1.2.2. Driver**

**5.1.2.2.1.** Each Entry form must list a Driver.

**5.1.2.2.2. Driver** - Provided INDYCAR approves the substitution and the change takes place prior to the parade and pace laps, the original Driver entered for the Race may be substituted by:

**a) (Not Applicable)**

**b) Road / Street Course Events** – Any other Driver.

### **5.1.2.3. Car**

**5.1.2.3.1. Participation of a Car in an Event** - In order to participate in an Event, the Car must be properly entered and be designated and explicitly identified by Car number on only one Entry form for that Event. Notwithstanding any prior INDYCAR or Andersen Promotions approval, any Car participating in an Event while in noncompliance with the above requirements may be disqualified, and any Competitor who causes such noncompliance may be disqualified and/or otherwise penalized by INDYCAR or Andersen Promotions.

**5.1.2.3.2. Car Substitution during an Event (“Backup Cars”)** – Another Car may be substituted for the entered Car provided that prior to the substitution being made, a written request is submitted and the Officials grant approval.

**5.1.2.3.2.1.** (Not Applicable)

**5.1.2.3.2.2.** Use of a “Backup Car” shall have the following penalties:

- 1) Use of a "Backup Car" is approved before Qualifying, no penalty
- 2) If use of a "Backup Car" is approved following Qualifying, the car must start at the back of the grid for Race 1 and Race 2.
- 3) If use of a "Backup Car" is approved following Race 1, the car must start at the back of the grid for Race 2 and so on for additional races of an Event.
- 4) The "Backup Car" must pass Technical Inspection before on-Track use unless otherwise authorized by the Race Director.

## **5.2. Fees**

**5.2.1.** Entry fees must be paid in good funds as directed by Andersen Promotions.

## **5.3. Deadline**

**5.3.1.** The Entry deadline shall be stated on the Entry form. Unless otherwise specified on the Entry form, the hour of closing shall be 5pm E.D.T. on the day of the Entry deadline. Andersen Promotions may accept or refuse to accept late Entries. Late Entrants, if accepted, may be penalized by Andersen Promotions.

## **5.4. Electronic Entries**

**5.4.1.** 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 the Series receipt of the Entry or as otherwise directed by the Series. .

## **5.5. Reopening of Entries**

**5.5.1.** If the Series postpones an Event, the Series may authorize the reopening of Entries. Reopened Entries shall close not less than forty-eight (48) hours before the declared starting time of the postponed Event.

## **5.6. Failure to Participate**

**5.6.1.** Any Driver, Entrant, or other Member who by Entry form or other means has agreed to participate in an Event may be penalized for failing to participate in any portion of such Event.

## **5.7. Entry Change**

**5.7.1.** All changes to an approved Entry form shall be completed on Andersen Promotions provided forms and subject to approval by Andersen Promotions prior to the Entrant's Car participating in any on Track activities.

## **5.8. Points and Awards**

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

**5.8.2.** All awards may be withheld by Andersen Promotions in whole or in part, or denied in whole or in part, if Andersen Promotions 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.



# 6. TESTING

## 6.1. General

**6.1.1.** Members are only permitted to conduct Testing in accordance with these Rules. These Rules apply from September 14, 2015 through the final Race Event of the 2017 season.

**6.1.2.** Violations of these Rules shall result in a penalty including without limitation the loss Entrant and Driver points and a monetary fine not exceeding \$25,000 unless otherwise written.

## 6.2. Pre-Race Testing

**6.2.1.** Unless otherwise provided by the Series, Teams are prohibited from testing at an Event location seven (7) calendar days prior to the first day of official sessions.

## 6.3. Open Test

**6.3.1.** These are the Tests organized by Andersen Promotions to which all Entrants are invited to participate. Andersen Promotions reserves the right to modify the number, dates, and location of these Tests as it deems appropriate.

**6.3.2.** Any combination of Drivers may participate. The Driver is not required to be the Entrant's current Driver although the Driver must be a licensed, pre-approved GLOBAL MX-5 CUP Driver.

## 6.4. Manufacturer Test

**6.4.1.** Manufacturer Tests are organized by Andersen Promotions, specifically for Manufacturer testing to

which selected Entrants may be invited to participate.

### **6.5. (Not Applicable)**

### **6.6. (Not Applicable)**

### **6.7. Additional Testing Restrictions**

**6.7.1.** (Not Applicable)

**6.7.2.** Except as otherwise provided by Andersen Promotions, any Member Testing at a facility must permit other Members to Test on the same date (up to the maximum number permitted by the facility).

**6.7.3.** Teams must provide a written account detailing any safety, medical, on-track incident and/or injuries to any Member or Driver, which may have taken place.

**6.7.4.** (Not Applicable)

### **6.8. Rig Testing**

**6.8.1.** Rig Testing is not permitted. Any Team, member or Entrant found to be engaging in rig testing will be penalized to the fullest extent including but not limited to loss of all Championship points and a minimum fine of \$50,000.

### **6.9. Wind Tunnel Testing**

**6.9.1.** Wind tunnel Testing (Scale or Full Size) is strictly prohibited. Any Team, Member or Entrant found to be engaging in wind tunnel testing will be penalized to the fullest extent including but not limited to loss of all Championship points and a minimum fine of \$50,000.

## **6.10. Simulator Testing**

**6.10.1.** Simulator Testing is permitted

**6.11. (Not Applicable)**

**6.12. (Not Applicable)**

**6.13. (Not Applicable)**

**6.14. (Not Applicable)**

**6.15. (Not Applicable)**

# 7. AT TRACK PROCEDURES

## 7.1. On Track Conditions

**7.1.1.** Officials determine the Track Condition. Track Conditions include the following:

**7.1.2. Green Condition** - The Green Condition signifies racing conditions.

**7.1.3. Yellow Condition** – The Yellow Condition signifies caution.

### **7.1.3.1. (Not Applicable)**

**7.1.3.2. Road/Street Courses (Local)** – All Drivers shall reduce speed by a minimum of 15% or greater if conditions warrant and be prepared to stop. Overtaking is not permitted between the first Yellow Condition and the subsequent Green Condition.

**7.1.3.3. Full Course Yellow All Events During a Race** - All Drivers are required to reduce speed and proceed with caution, observe the flags, maintain position, and yield to safety vehicles and personnel. Upon the commencement of a full course Yellow Condition, the Safety Car will be dispatched and pick up the leader. Drivers are required to form a single file line and pack up behind the Safety Car. Cars not packing up in an expedient manner may be passed only upon approval by the Race Director. The following procedures will be in effect:

**a)** (Not Applicable)

**b)** (Not Applicable)

#### **7.1.3.4. (Not Applicable)**

**7.1.3.4.1.** The Pit Lane will start and end at points designated by Officials. The pit entrance and pit exit lanes are considered part of the Track. Drivers exiting the Pit Lane shall rejoin the pack relative to the position they are to the Safety Car and/or Cars on the racing surface as they cross the blend out line. Taking improper position upon leaving the Pit Lane or failing to follow the direction of the Race Director may result in a penalty. The Race Director's determination of the order is not subject to review and/or appeal.

**7.1.3.4.2.** A Car must not use Pit Lane to improve its position relative to the Safety Car or any Car remaining on the Racing Surface, but a Car may improve its position relative to other Cars in Pit Lane.

**7.1.3.4.3.** Laps completed will be scored, unless stated otherwise.

**7.1.3.4.4.** The Race Director shall determine if the leader or any other Car fails to pace the Race as directed. The Race Director shall determine the type and timing of any penalty, as it deems appropriate. Such decision is not subject to review and/or appeal

**7.1.3.5.** The Race Director shall determine if the leader or any other Car fails to pace the Race as directed. The Race Director shall determine the penalty. Such decision is not subject to review and/or appeal.

**7.1.4. Red Condition -** The Red Condition signifies suspension of on-Track activities.

**7.1.4.1. Practice/Qualifying** - All Drivers are required to slow to caution speed, maintain position and yield to safety vehicles and personnel. Cars are required to return to their respective pit locations. Lap timing ceases at the declaration of a Red Condition.

**7.1.4.2. Parade and Pace Laps / Race** - The following procedures will be in effect:

- a) Competitors must proceed cautiously to a location designated by Officials.
- b) Three (3) crewmembers are allowed over the wall to attend to the Car and Driver at all times during the Race. The "wall" is defined as an imaginary line drawn between the teams pit equipment and the racecar. The penalty for this violation is a 20 second time penalty added post race. Additional penalties may apply.

**7.1.4.2.1.** Unapproved work performed on a Car while under a Red Condition will result in a minimum two (2)-lap penalty, which will be enforced in a manner determined by the Race Director.

**7.1.5.** The decision as to whether to declare a Green, Yellow, Full Course Yellow, or Red Condition may not be reviewed and/or appealed.

**7.1.6.** While additional information regarding Track condition lights is included in the Flag Code and Track Condition Panels section for convenience, this information is equally applicable to the other systems of notification (track lights, team broadcast frequency, track condition radio and instant messaging).

**7.1.7.** Decisions by the Race Director are effective immediately, regardless of the time the declaration

is received by the Competitors. The Series uses multiple systems to notify Competitors of such decisions and will make a reasonable effort to declare Track Condition changes at the time they are determined. All Competitors shall react to the first notification they receive. The systems include the following:

**7.1.7.1. Track Condition Lights** – Green, Yellow and/or Red lights positioned around the Track above the retaining wall adjacent to the debris fence.

**7.1.7.2. “Team Broadcast Frequency”** –The spotter (if applicable) and a representative of the Entrant in the Entrant’s pit must both monitor the Team Broadcast Frequency. Entrants failing to monitor the Team Broadcast Frequency shall be charged with knowledge of communication on such frequency and are subject to penalty. Participant’s radios, with the exception of Officials, must not be capable of transmitting on this frequency. Participants failing to follow directions may be penalized.

**7.1.7.1. Track Condition Radio (“TCR”)** – An in-Car warning light system activated by the Series. Radio, harness and antenna must be used as specified by the Series and the antenna must be mounted in the Series-specified location.

**7.1.7.1.1.** (Not Applicable)

**7.1.7.1.2. Road/Street Course Events** - The TCR signals a Full Course Yellow Condition during a Race or Red Condition during, practice or Qualifying sessions.

## **7.2. Flag Codes and Track Condition Lights (collectively, “Flags”)**

**7.2.1. Green** - signifies a Green Condition. During all Events:

- a) **Practice** – A practice session has begun.
- b) **Qualifications** - A Qualifications attempt or segment has begun.
- c) **Race** – Unless otherwise instructed, a Race has begun.

**7.2.1.1. Road/Street Courses Events Only-**

Signifies the end of the Yellow Condition at the point where the flag is displayed or Track Condition Light is illuminated.

**7.2.2. Yellow** - signifies a Yellow Condition. During Road/Street Course Events:

**7.2.2.1. Local** – Signifies the start of the Yellow Condition at the point where the flag is displayed or Track Condition Light is illuminated.

a) **Motionless** – A motionless yellow flag means reduce speed, overtaking not permitted, be prepared to change direction, a hazard beside or near the edge of the Track or a forewarning of a waved yellow flag ahead.

b) **Waved** - A waved yellow flag means reduce speed, overtaking is not permitted, be prepared to take evasive action or stop, a hazard wholly or partially blocking the Track.

**7.2.2.2. Full Course** – Standing double yellow flags displayed at all marshal's posts including the starters stand.

**7.2.3. Black** - The Driver shall proceed to their Pit Box on the next lap and follow the instructions of Officials.



**7.2.3.1.** The Race Director may declare a black flag for a Car if it determines that:

- a) Any condition exists which could cause the Driver or the Driver's Car to create a hazard to the Driver or others;
- b) The Driver has violated a Rule; and/or
- c) The Entrant has requested the black flag.

**7.2.3.2.** When a Driver is ordered to their Pit Box because of a hazardous condition of the Driver's Car, the proper repairs must be made and approved by Officials before the Car will be permitted to continue in the Event.

**7.2.3.3.** In the event of a violation of the Rules, the black flag may be declared to impose a penalty (a "black flag penalty") requiring a Driver to:

- a) Drive through Pit Lane at Pit Lane speed limits ("drive through");
- b) Stop in their Pit BOx ("stop and go"); or
- c) Stop in their Pit Box for a prescribed period ("stop and hold").

**7.2.3.4.** The Race Director shall determine the type and length of any black flag penalty. Black flag penalties must be implemented under Green Conditions. The penalized Car shall proceed to the Pit Lane as directed by Officials and may return to competition only upon the declaration of Officials. In the case of a Driver violating the Rules, no work may be performed on a Car during the execution of a black flag penalty. Should any such work occur, the conditions of the penalty are unfulfilled and the penalty procedure must be executed again in its entirety on a subsequent

lap. The penalty may not be reviewed and/or appealed.

**7.2.4. Black with White Cross** – Officials have ceased scoring the Car indefinitely.

### **7.2.5. Blue**

**7.2.5.1.** An informational blue flag notifies a Driver that an approaching Car is attempting to overtake.

**7.2.5.2.** At Road/Street Course Events, a command blue flag ordered directly by the Officials and displayed from the starter's stand directs a Lapped Car to give way to the overtaking Car within one (1) lap.

**7.2.5.3.** (Not Applicable)

**7.2.5.4. Pit Lane Exit Light** – For Road and Street Courses Events only, an additional blue light is positioned at the Pit Lane exit and notifies a Driver leaving Pit Lane that a Car on-Track is in close proximity.

### **7.2.6. White**

**7.2.6.1. (Not Applicable)**

**7.2.6.2. Road/Street Course Events-** When displayed from a marshal's post, a Car or safety vehicle is not at full speed on the Racing Surface.

**a) Motionless** – means a slow Car at more than 1/3 racing speed is ahead or as a forewarning of a waved white flag ahead.

**b) Waved** – a very slow Car at less than 1/3 racing speed is ahead or a moving safety vehicle is ahead.

**7.2.6.3. All Races**– When displayed from the starter’s stand, the leader has commenced his/her last lap and will continue to be displayed to all successive Cars as they cross the finish line.

**7.2.7. White with Red Cross** - When displayed from the starters stand, safety vehicles and/or personnel are on Track.

**7.2.8. Alternating Red and Yellow Stripes** - Oil, water or other substance has altered the Racing Surface.

**7.2.9. Checkered** - The practice session, Qualifying session or Race is completed. All Drivers must enter the Pit Lane after receiving the checkered flag.

**7.2.9.1. Road/Street Course Events** - The checkered flag will be displayed at the marshal’s post nearest the alternate start/finish line at the end of practice and Qualification sessions. All Drivers must immediately enter the Pit Lane after receiving the checkered flag at this point.

**7.2.9.2. Final Practice Sessions** – The checkered flag will be displayed at the start/finish line.

**7.2.9.3. Race** – The checkered flag will be displayed to the Race leader at the start/finish line upon the completion of the Race Leader’s final lap and will continue to be displayed until each Car running has received the checkered flag.

**7.2.10. Red** – Signifies a Red Condition.

**7.2.10.1.** Unless otherwise declared by the Race Director, a Race stopped by the declaration of a Red Condition will be considered incomplete

unless more than 50% of the scheduled number of laps or declared time limit has been completed by the Race leader. If Officials schedule the continuation of the Race on a subsequent date or a later time, the Race will be restarted beginning with the unfinished portion of the Race.

**7.2.10.2.** If a Race is stopped by the declaration of a Red Condition and more than 50% of the scheduled number of laps or declared time limit have been completed by the Race leader, Officials may declare the Race complete and final standings will be determined by ranking all Cars in order by total laps completed and sequence of completion through the last official Race lap.

**7.2.10.3.** Officials will make reasonable efforts to restart a Race stopped by the declaration of a Red Condition if the conditions warrant.

**7.2.10.4.** Official's decision to restart or not to restart a Race stopped by the declaration of a Red Condition may not be reviewed and/or appealed.

## **7.3. Timing and Scoring**

### **7.3.1. General**

**7.3.1.1.** Officials record the physical order in which each Car crosses each time line, including the Start/Finish Line.

### **7.3.2. Race Distance and/or Time Limit**

**7.3.2.1.** Officials shall announce the scheduled number of laps and/or time limit prior to the start of a Race; provided, however, Officials may determine that there are time limitations due to weather, curfew, track conditions or otherwise, and the Series may move the start time of a Race, shorten the distance or time of a Race, set

a maximum distance or time for a Race, or take such other actions as it deems appropriate.

### **7.3.3. Systems**

**7.3.3.1.** The electronic system is the primary record.

**7.3.3.2.** The Series may also consult with other Officials, review camera footage, and consider such other data as necessary or appropriate to decide the order of the Cars.

**7.3.4. Start/Finish Line** - The scoring of Cars shall begin at the moment when the timing transponder of the lead Car reaches the starting line:

**a) Race** - after the prescribed number of parade and pace laps have been completed.

**b) Practice/Qualifying** - the display of the Green or Yellow Condition has been given by the Race Director.

#### **7.3.4.1. (Not Applicable)**

**7.3.4.2. Road/Street Course Events** – Officials may designate separate start/finish lines.

### **7.3.5. Lap Credit**

**7.3.5.1.** A Car is credited with a lap when its timing transponder crosses the Start/Finish Line after completing one (1) entire lap of the Track.

**7.3.5.2.** A Car is the first (1<sup>st</sup>) Car out of the Race and is awarded the final position based on the following order:

**7.3.5.2.1.** The Car is listed in the official Qualifications posting, but it is not in

position in the Starting Lineup on the Grid and does not start a Race.

**7.3.5.2.2.** The Car is in position in the Starting Lineup on the Grid, but it does not start the Race,

**7.3.5.2.3.** The Car drops out during the parade or pace laps, or

**7.3.5.2.4.** The Car drops out of a Race before completion of the first (1<sup>st</sup>) lap.

**7.3.5.2.4.1.** In the event more than one (1) Car is affected in one (1) or more of the above categories, such Cars will be ranked based on their positions in the original Starting Lineup.

**7.3.5.3.** If a Car returns to Pit Lane under its own power and retires from the Race, INDYCAR may credit the Car with completion of the lap.

**7.3.5.4.** On the last lap of a Race, a Car will be officially credited with a lap when any part of the Car under its own power crosses the finish line.

**7.3.5.5.** As soon as practical after the completion of an Event, Officials will post the unofficial results.

**7.3.5.6.** Once the competition review and technical inspection is completed, INDYCAR will post the official results

**7.3.5.7.** Final standings will be determined by the sequence in which the Cars completed the scheduled number of laps.

**7.3.5.7.1.** Except as provided in Rule 7.3.5.4, a Race is complete at the moment the timing

transponder of the Race Winning Car crosses the start/finish line on the last lap. The Race will be completed by each other Car when the timing transponder of each Car crosses the start/finish line after the Race leader. Scoring will thereafter cease and the Race is completed. The Series decision may not be reviewed and/or appealed.

**7.3.5.7.2.** Cars not completing the scheduled number of laps will be ranked in order by total laps completed and sequence of completion, whether the Car is still running or not. Officials shall determine the "reason out" for each Car not listed as running.

### **7.3.6. Ties**

**7.3.6.1.** In the event Officials are unable to conclusively determine any difference in the physical sequence for two or more Cars at the end of a Race, Officials shall determine the finishing positions based upon the Cars' positions at the finish line on the prior lap.

**7.3.6.2.** In the event two or more Cars post the identical number of laps led in a Race, the Car finishing the Race in the higher/highest position will earn the one point or award for most laps led.

**7.3.6.3.** The Official's decisions are not subject to review and/or appeal.

**7.3.7. Shortcuts** - A Car will not be permitted to advance its position relative to other Cars due to an excursion off the Racing Surface

**7.3.7.1.** At least two (2) wheels of a Car must remain on the Racing Surface at all times.

**7.3.7.2. Practice/Qualifications** – Cars shortcutting the course will have the shortcut lap time invalidated.

**7.3.7.3. Race** - If evasive action results in the advancement of position or time relative to Cars on-Track, the Race Director may reposition Cars in accordance with Rule 9.2.2.4.

## **7.4. Pit Locations/Selection**

**7.4.1. All Races** – Pit locations for Race weekends are assigned by Entrant points with their associated Team Cars and at the determination of the Technical Director

**7.4.1.1.** For the first Race Location of the season, pit locations shall be assigned based upon prior season ending Entrant point standings. Andersen Promotions shall determine an Entrant's eligibility. Entrants without points shall be assigned by the Technical Director.

**7.4.1.2.** At a Double or Triple-Header Race Location, the pit location will not be moved between Races.

## **7.5. Race Start**

**7.5.1.** Each Car must be in position in the Starting Lineup during the parade and pace laps until display of the Green Condition.

**7.5.1.1.** If a Car is not in grid position prior to the beginning of the pace lap(s), the Car must start from the rear of the Starting Lineup.

**7.5.1.1.1.** If two or more Cars are affected, Officials decide the positions of the Cars at the rear of the Starting Lineup.



**7.5.1.2.** All other Cars must remain in their positions in the Starting Lineup, unless otherwise directed by Officials.

**7.5.2.** (Not Applicable)

**7.5.3.** (Not Applicable)

**7.5.4.** A Pace Car will be used to pace the field at the start of the Race. The Pace Car will have its flashing lights on during the parade and pace laps. At the appropriate time, the lights will be turned off, indicating the intent to start the Race the next time across the starting line. The Pace Car will pull off into the designated location. The lap count may begin at the conclusion of the pace lap.

**7.5.5.** A Car is deemed to have attempted to start the race once the Car leaves Pit Lane for the parade and pace laps

**7.5.6.** Cars **not attempting the start or** dropping out on the parade or pace laps may be considered cause for delaying the start. Such Cars may be permitted to join the Race, **but not within the final 5 minutes**, under the direction of Officials whenever their difficulty is corrected. **Additionally Rule 7.8.1. shall apply and Cars that are permitted to join are not eligible for any bonus points.**

**7.5.7.** All Drivers must maintain their relative positions until the Green Condition is displayed. If a Driver improperly improves his/her position prior to the declaration of the Green Condition, the Driver may be penalized.

**7.5.8.** Upon the Race Director's declaration, all Cars must start a Road/Street Course Race on "wet" Tires. While changes may be made to the Cars on the grid to accommodate the "wet Tires", the Entrant remains responsible for complying with post-Race technical inspection. After such a declaration

has been made, Entrants may change to dry tires only after taking the green flag on the Race Track.

**7.5.9.** If track conditions become unsafe for racing on dry tires, the Race will be red flagged and Teams must change to wets. Upon direction from Race Control, drivers will proceed to their pit boxes and Teams will have five minutes to change tires. Teams may not begin any work until Race Control announces the final car has entered their assigned pit box. Additional changes can be made to accommodate the conditions provided work is completed within the allotted amount of time.

**7.5.10.** Once time has expired, Teams must be ready to resume the Race. Teams who do not leave the pit area when requested will restart from the Pit Lane.

**7.5.11.** Cars will restart in the order they were running before the red flag including all cars who may have changed to "Wets" before the red flag was declared. Any Cars in the Pit Lane at the time of the Red Flag will restart at the rear of the field.

**7.5.12.** Subsequent changes to "Dry" tires may only occur after taking the green flag on the Race Track.

## **7.6. Race Restart**

### **7.6.1. After a Yellow Condition**

**7.6.1.1.** Prior to the restart, any Cars between the Safety Car and the Race leader will be waved by to join the rear of the field. Waved by Cars may pit. The Race Director may restart the Race prior to the waved by Cars having joined the rear of the field.

**7.6.1.2.** The Race Director in his discretion may move lapped Cars to the rear of the field before a restart.

**7.6.1.3.** At the appropriate time, the Pace Car lights will be turned off, indicating the intent to restart the Race. The leader is required to maintain the pace lap speed until reaching a point designated by the Series near the start/finish line when the leader shall accelerate smoothly back to racing speed and the Green Condition will then be displayed. All Car(s) must maintain their respective Track positions until the Green Condition is displayed.

**7.6.2. After a Red Condition—** All of the standard restart procedures after a Yellow Condition shall apply with the following exceptions:

**7.6.2.1.** The order will be determined by the physical sequence of the Cars at the declaration of the Red Condition.

**7.6.2.2.** (Not Applicable)

**7.6.2.3.** If a Car is unable to restart after the command by INDYCAR, it must return to its Pit Box or another area designated by Officials.

**7.6.2.4.** (Not Applicable)

**7.6.2.5.** (Not Applicable)

**7.6.2.6.** Notwithstanding Rule 7.6.2.1, the following reasons may be cause for a Car to be placed at the rear of the Restarting Lineup:

- a) Cars involved in the incident that caused the Red Condition. The decision as to whether a Car has been involved in an incident may not be reviewed or appealed;
- b) Cars stopped on the Track, including the Pit Lane, during the last officially scored lap; and/or

- c) Cars, which have performed work under Rule 7.1.4.2.1.

**7.6.2.6.1.** The order of Cars placed at the rear of the Restarting Lineup will be in order of total laps completed and sequence of completion.

**7.6.2.7.** Any laps being run under a Yellow Condition will be scored. Any Cars remaining in Pit Lane at the time of a restart may join the Race if approved to compete by the Race Director.

## **7.7. Mechanical Conditions**

**7.7.1.** Officials shall determine whether a Car involved in a crash or with a hazardous mechanical condition will be permitted to continue in the Event or must first return to the Pit Lane or the garage area for necessary repairs.

**7.7.2.** Officials shall determine how a disabled Car is removed and where the Car is taken. Officials are not responsible for payment, reimbursement, damage, or loss to any Car as a result of such removal and with respect to the location to which the Car is taken.

**7.7.3.** After any repairs have been completed by the Entrant's crew, the Car is subject to visual or other inspection by Officials prior to and/or during any further competition. If Officials determines that further repairs are warranted, the Entrant's crew must make those repairs before the Entrant's Car is permitted to return to competition.

**7.7.4.** Cars being repaired late in the Race may be permitted to join the Race, but not within the final 10 minutes, under the direction of Officials whenever their difficulty is corrected.

**7.7.5.** A Car may only receive on Track assistance as directed by Officials.

**7.7.6.** These decisions of Officials are final and may not be reviewed and/or appealed.

## **7.8. Performance Standards**

**7.8.1.** Officials may establish a performance standard which all Entries entered in an Event must achieve in order to participate in the Event. In general, Entries must perform within 105% of the Car posting the best time and demonstrate Car consistency, control/placement, and interaction with other Cars on Track to the satisfaction of the Race Director. In general, the performance standard will be announced to all Competitors prior to the start of the first practice session and will not be raised after practice has started. However, Officials may delay announcement of the standard until a later time based on the physical condition of the Track, safety, and other considerations.

## **7.9. Pit Procedures**

**7.9.1.** The Race Director may declare Race conditions for any on-Track activity.

**7.9.2.** Cars being pushed or towed must have a Member in the Car who is able to access the brake pedal at all times.

**7.9.3.** All Cars must be centered in their assigned pits. The Car must be parallel to the pit wall.

**7.9.4.** Equipment and tires on the Trackside of pit wall must be attended by a crewmember at all times

**7.9.5.** Pit equipment may be brought into Pit Lane and removed after each session

**7.9.6.** An Entrant is not permitted to utilize a signboard without an Official's approval.

**7.9.7.** Except as otherwise provided by the Rules, all personnel and equipment must remain within the assigned pit.

**7.9.8.** A speed limit not exceeding 45 mph at all tracks will be enforced within the Pit Lane areas defined by painted lines, cones and/or other visible markings.

## **7.10. Pit Safety Violations**

**7.10.1.** Any of the following matters and any others which may be determined by the Series may be cause for a Car to be penalized:

**7.10.1.1.** Failing to follow designated procedures entering or exiting the pit area, including the proper use of the acceleration and deceleration lanes;

**7.10.1.2.** (Not Applicable)

**7.10.1.3.** (Not Applicable)

**7.10.1.4.** (Not Applicable)

**7.10.1.5.** Car that makes contact with its own pit equipment while entering or exiting its Pit Box causing a safety issue and/or causing the pit equipment to leave its assigned Pit Box and/or impeding the progress of any other Car;

**7.10.1.6.** Car that makes contact with another Car's pit equipment, causing a safety issue and/or impacting that Car's pit stop and/or impeding the progress of any Car.

**7.10.1.7.** Contact with another Car;

**7.10.1.8.** Contact with personnel or hitting equipment and causing it to contact personnel;

**7.10.1.9.** Car entering a Pit Box other than the Car's assigned Pit Box.

**7.10.1.10.** Unsafe release of a Car from its Pit Box;

**7.10.1.11.** Pit personnel not wearing proper attire as set forth in Rule 1.2.7.2; and

**7.10.2.** Except as provided in Rule 12.2.1, penalties for violations of this Rule 7.10 may not be reviewed or appealed.

# 8. QUALIFICATIONS

## 8.1. All Race Locations

**8.1.1. Overview** - This Rule 8.1 contains Qualifications Rules for all Race Locations.

**8.1.2.** Qualifications determine the eligibility and starting position of each Car desiring to participate in a Race by ranking the Car on the basis of its performance in Qualifications. The Race Director at his discretion may exclude cars from further participation during the final 10 minutes of Qualifying if cars lap time does not meet performance standards. As a reference 105% of the fastest time will be used as a guideline.

**8.1.3. Meeting** – Officials may hold a specific meeting prior to the start of any Qualifications. Officials may designate the meetings as mandatory for some Members.

**8.1.4. Starting Time** – The Race Director shall determine the starting time for the Qualifications period.

**8.1.5. Delays** – The Race Director may penalize any Member attempting to delay or delaying Qualifications.

**8.1.6. Interruption** – Qualifications may be interrupted by the commencement of a Yellow or Red Condition. Qualifications is suspended at the moment that the decision to interrupt is made. The decision to interrupt or suspend an attempt or Qualifications (and reasons therefore) may not be reviewed and/or appealed



**8.1.6.1. Red** – If a Car causes a Red flag or otherwise interferes with Qualifications as determined by the Race Director, the Car's best timed lap of the session will be disallowed

**8.1.6.2.** If a Car causes two Red flags or otherwise interferes with Qualifications as determined by the Race Director, all session times will be voided, and the Car may not be permitted to participate in the remainder of Qualifying

**8.1.7. Suspension** – The Series may suspend Qualifications for any reason.

### **8.1.8. Technical Inspection**

**8.1.8.1. Data Download** - Entrants may not download data after the checkered flag has been displayed or when directed by Officials until the Car has been released from technical inspection.

**8.1.8.2. Impound Area** - Officials shall direct selected Qualified Cars to a designated "impound area" to check for compliance. A maximum of two crewmembers per Car will be permitted in the impound area.

**8.1.8.3. Cars** – Officials reserve the right to seal any component.

**8.1.8.4. Fuel** - A fuel sample may be taken from all Cars prior to and after the Qualifications attempt. Fuel must not be added to the car during a qualification session.

**8.1.8.5. Technical Violations** - If a Car does not successfully complete post-Qualifying technical inspection, Officials may penalize the Car.

**8.1.8.6. Qualified Cars** - All qualified Cars must remain on the grounds of the Race Location after

Qualifications unless otherwise permitted by Officials.

**8.1.9. Backup Cars** - The same Car must be used in Qualifications and the Race unless approved by the Race Director

**8.1.9.1.** Otherwise the Car must start in accordance with Rule 5.1.2.3.2.

**8.1.10. Starting Lineup**

**8.1.10.1.** Officials shall determine the size and configuration of the Starting Lineup for each Race. The configuration of the Starting Lineup may include qualified and non-qualified Cars. The performance standard shall apply to all Cars at all times during an Event.

**8.1.10.2.** Except as otherwise provided by these Rules, the Starting Lineup shall be determined by best time rankings, from fastest to slowest, with the fastest qualifier occupying the pole position, followed by the second fastest qualifier, third fastest, etc., down through the slowest qualifier.

**8.1.10.3.** The starting field for the second Race of a two-race Event shall be determined by the second fastest Qualifying lap time with the fastest occupying the pole position, followed by the second fastest, third fastest, etc., down through the slowest lap time. The starting field for the third Race of a three-race Event shall be determined by the third fastest Qualifying lap time or the fastest Race lap time from the second Race, whichever is faster, with the fastest occupying the pole position, followed by the second fastest, third fastest, etc., down through the slowest lap time. If no official Race or Qualifying time is recorded the order shall be set at the discretion of the Race Director.

**8.1.10.4.** A separate Qualifying session may be held for each Race if the schedule permits.

**8.1.10.5.** (Not Applicable)

**8.1.10.6.** Starting positions shall include penalties issued during Qualifications and post-Qualifications technical inspection

**8.1.10.7.** In the event two or more Cars post identical official Qualifications times, the Cars shall be ranked in the order in which the completed Qualifications attempts occurred.

**8.1.10.8.** The Pole Position Car may elect to start from either front row position. The Driver must notify the Race Director of this decision at the pre-race Drivers meeting or within 60 minutes of the start of the Race.

**8.1.10.9.** If a Car does not return to the Pit Lane after receiving the checkered flag, Officials may penalize the Entry.

**8.1.10.10.** If after the Starting Lineup has been determined, a Car has had its Qualifications time, and/or original Starting Lineup position disallowed, Officials shall assign the Car a revised Starting Lineup position at the rear based on the following order:

- a) Cars without a Rules violation, and
- b) Cars with a Rules violation.

**8.1.11.** If more than one Entry is affected in either of these categories, Officials shall rank such Cars based random draw.

### **8.1.12. Starting Lineup Determination**

**8.1.12.1. No Qualifications /Qualifications Not Completed** – Not all Entrants have been

given an opportunity to qualify. Officials shall assign all starting positions based on Driver points entering the Event. At the first Event of the season, Officials shall rank Entries based on combined practice times. All additional tie-breaks will be based on a blind draw.

**8.1.12.2. Subsequent Change in Condition –**

After Qualifications and before the start of a Race, an Entry may undergo a change in condition(s) that shall void its Qualifications time, original starting grid position and/or practice time. In such case, Officials shall assign the Entry a revised starting grid position(s) at the rear of the field. Changes in condition include but are not limited to items as outlined below:

**8.1.12.2.1. Technical or Competition**

Infraction - An Entrant or Driver has been penalized and moved to the rear of the starting grid.

**8.1.12.2.2. Substitute Starting Car or**

Car/Engine Combination – An Entrant has requested and received permission to use a Backup Car. The Entrant will start the Race with the same Driver but a different non-qualified Car or Car/Engine combination.

**8.1.12.2.3. Chassis/Driver Combination – An**

Entrant has requested and received permission to change drivers. The Entrant shall start the Race with the same Car.

**8.1.12.3.** If more than one Entry is affected in one or more of the above categories, Officials shall rank such Entries within such category based on the following priority:

- (a) Driver points entering the Event;
- (b) Combined practice times.
- (c) Blind draw.

## **8.2. (Not Applicable)**

## **8.3. Road/Street Courses**

**8.3.1.** Qualifications shall consist of one group unless announced by bulletin.

# 9. PENALTIES

## 9.1. General

**9.1.1.** Officials may penalize any Member for any violation of the Rules. If an Official observes or is made aware of an act or omission by a Member that constitutes a violation of the Rules and if the Official determines that the act or omission is sufficiently serious to warrant the imposition of a penalty, the Official shall promptly report the violation to the Race Director. The Race Director shall consider the report and shall conduct whatever additional inquiry it deems appropriate under the circumstances. After concluding the inquiry, the Race Director shall determine whether disciplinary action is appropriate, and if so, what disciplinary action should be taken. The Member shall be informed of the determination, and if disciplinary action is imposed, the Race Director shall issue a penalty notice to the Member specifying the violation, a brief statement of the circumstances of the violation, and the penalty imposed. If the act or omission of a Member is determined by the Race Director to constitute a threat to the integrity or safety of Andersen Promotions, INDYCAR, the Series or to the orderly conduct of an Event or to constitute a violation during an Event, the Race Director may take immediate action against the Member.

## 9.2. Scope of Penalties

**9.2.1.** Penalties for violations of the Rules are divided into two categories: Race Procedure penalties and non-Race Procedure penalties. Regardless of the category, penalties are determined by the gravity of the violation and its effects on fairness of competition, the orderly conduct of the Event, and the interests and integrity of automobile racing,

Andersen Promotions and INDYCAR. The Race Director shall have the authority to impose any or all or any combination of the following penalties against any Member for any violations of the Rules at any time.

**9.2.2. Race Procedure Penalties** – Violations of Race Procedures generally result in penalties imposed during on-Track activity. If circumstances do not permit a penalty to be served during on Track activity, Officials shall declare the results provisional and subject to examination which shall take no longer than one (1) hour after the displaying of the checkered flag. This examination is independent of the Competitor's requirement to pass post-Race technical inspection. If the imposition of a penalty is near or at the end of the on Track activity and the Driver/Car does not fulfill it, Officials may reposition the Driver/Car in the posting of results. Additional penalties may be applied to subsequent on-Track activities to reflect the fulfillment of the penalty. Except as provided in Rule 12.2.1, the penalty, including without limitation any repositioning in a posting, is non-reviewable and/or appealable.

**9.2.3. Black Flag** – The Race Director may impose black flag penalties.

**9.2.4. Laps** – The Race Director may impose lap penalties. Lap penalties shall be imposed in complete laps only. The imposition of a lap penalty shall result in the removal of official credit for the specified number of penalty laps from the total laps credited to the Competitor, and the scoring records and all points and awards shall reflect the removal of penalty laps.

**9.2.4.1.** If the lap penalty is imposed during the on Track activity, the removal of official credit shall begin with the Competitor's lap in which the

violation occurred and shall include subsequent consecutive laps, as required.

**9.2.4.2.** If the lap penalty is imposed after the on Track activity is completed, the Race Director shall determine, based on the severity of the violation, whether the removal of official credit shall begin with the Competitor's last lap and include previous consecutive laps as required, or begin with the Competitor's lap in which the violation occurred.

**9.2.4.3.** The Race Director shall make a reasonable effort to notify the penalized Competitor of a lap penalty at the time it is determined. However, failure to notify the Competitor during the on Track activity will in no way mitigate or change the penalty.

**9.2.5. Time** – The Race Director may impose time penalties as described below. The imposition of a time penalty may result in the removal or addition of the specified amount of time to the Competitor and the timing and scoring records and awards shall reflect the removal or addition of time.

**9.2.5.1.** If the time penalty is imposed during the current on-Track activity, time shall be removed or added to the Entrant's overall time on the official posting

**9.2.6. On-Track Repositioning** – The Race Director may impose a repositioning penalty during on-Track activities. The repositioning penalty will result in an order change of the Car's on-Track position.

**9.2.7. Starting Lineup Repositioning** – The Race Director may impose a Starting Lineup penalty. A Starting Lineup penalty is repositioning of an Entrant in the Starting Lineup. If a Starting Lineup repositioning penalty is announced, the recipient of



the repositioning penalty may not pit until a Green Condition occurs, unless approved by Officials.

**9.2.8. Disqualification** – The Race Director may disqualify the Member. Disqualification shall entail the loss of any right to compete in the remainder of the current Event from the time at which the disqualifying condition first occurred. It may entail the forfeiture of Entry fees paid or payable and the Series shall determine, based on the severity of the violation, whether or not the disqualification includes the forfeiture of points and awards earned up to the moment at which time the infraction for the disqualification first occurs.

**9.2.9. Non-Race Procedure Penalties** – Violations of non-Race Procedures generally result in penalties imposed during off-Track activity. Penalties are reviewable and/or appealable except as provided in Rule 12.2.1.

**9.2.9.1. Additional Appearances and/or Meetings** – Officials may require a Member to attend and actively participate in appearances and/or meetings in addition to those required of the Member, other Members, pursuant to the Rules and any other agreements. Officials may specify the due date for completion. Failure to attend and/or participate by the due date may result in reinstatement of the monetary fine if a monetary fine was imposed, or additional penalties as determined by Officials.

**9.2.9.2. Monetary Fines** – Officials may issue monetary fines and specify the due date for payment. Unpaid fines may be deducted from any awards payable by Andersen Promotions to the Entrant or Manufacturer associated with such Member either before or after the specified due date. Officials may suspend or refuse to approve

the renewal of the License and/or membership of any Member failing to timely pay any fine during the period the fine remains unpaid.

**9.2.10. Probation** – Officials may place a Member on probation. Probation is a state of limitation upon a Member's privileges usually following an act or omission occurring before or during membership which calls into question the Member's willingness or ability to abide by standards required for membership. The purpose of probation is to establish a process to allow a Member to prove, by the Member's conduct, that the standards of membership are understood and will be honored at all times. During probation, a Member is under heightened scrutiny and the Member can be required to abide by specified standards of conduct that are more stringent than those which are otherwise applicable to Members under the Rules. If a Member violates probation, the Member is subject to a more severe penalty as determined by Officials. The Race Director shall determine the duration and conditions of probation.

**9.2.11. Suspension** – Officials may suspend a Member. A suspension may be total suspension from INDYCAR or the Series or it may be limited to a suspension of membership or License privileges at a Race Location facility or facilities, or for a particular Event or Events, or for a specified or indefinite period of time. Unless expressly limited, a suspension shall entail the loss of any right to take part in any capacity whatsoever in any Event or Events included in the suspension. Unless otherwise stated, individuals under suspension will not be issued credentials of any kind for an Event and the privileges and uses of the Track, pit area, and other restricted garage area will be denied. Every suspended individual shall return all credentials and/or Licenses to INDYCAR who will not return them until the term of the suspension has expired. Any delay in surrendering the credentials and/or

Licenses shall be added to the term of the suspension. If the suspended individual does not return the credentials and/or Licenses, the credentials and/or Licenses shall be inoperative and invalid until the lifting of the suspension. Suspension may also render void any previous Entry made for any Event occurring during the term of such suspension and may entail the forfeiture of any applicable Entry fees paid or payable for any such Entries. The Race Director shall have the right to reduce, increase, or otherwise modify the unexpired term of a suspension issued under the Rules.

**9.2.12. Loss of Points and/or Awards** – Officials may rule that a Member who violates the Rules will forfeit all or a portion of the points and/or awards earned in that year, including points and awards earned in the Event in which the violation occurred.

### **9.3. Additional Provisions and Guidelines**

**9.3.1. Improper Conduct** - Any Member attempting to or engaging in unsportsmanlike conduct, unsafe conduct, or conduct detrimental to racing; INDYCAR; Andersen Promotions and/or to the GLOBAL MX-5 CUP Series, whether during an Event or on/off the Track, may be subject to any or all penalties. Improper conduct shall include, without limitation:

**9.3.1.1.** Engaging in reckless, careless, unsafe, and/or overly aggressive actions, or unsportsmanlike behavior;

**9.3.1.2.** Impeding the conduct of an Event, including Car control, placement and inconsistent driving pattern;

**9.3.1.3.** Causing an avoidable Yellow or Red Condition;

**9.3.1.4.** Endangering the safety of Members, or others;

**9.3.1.5.** Failing to participate at competitive speed;

**9.3.1.6.** Failing to participate in close proximity to other Cars;

**9.3.1.7.** Failing to follow the direction of Officials; and/or

**9.3.1.8.** Using improper, profane, or disparaging language or gestures in reference to any Official, Members or anyone else or improper, profane or disparaging language or gestures in reference to, concerning or connected in any way with INDYCAR, Andersen Promotions, GLOBAL MX-5 CUP SERIES or any Event and could result in additional penalties as determined by INDYCAR.

**9.3.2. Blocking** - A Driver must not alter his/her racing line based on the actions of pursuing Drivers to inhibit or prevent passing. Decisions are not subject to review or appeal.

**9.3.3. Avoidable Contact** – The primary responsibility for avoiding contact with a Competitor resides with the overtaking Competitor and the secondary responsibility resides with the Competitor(s) being overtaken. A Competitor who fails to demonstrate their responsibility and initiates a maneuver that results in contact with another Competitor may be penalized.

**9.3.3.1. Driver Involved in Multiple Contacts**

– Any Driver determined to be in violation of Rule 9.3.3. (avoidable contact) two (2) times during any three (3) consecutive Races shall be placed on probation for a period of the Drivers next five (5) Races.

#### **9.3.4. Team Tactics and/or Team Orders –**

Officials determining one or more Members attempted to or engaged in an act causing a condition which warranted an interruption of the Race, may issue a penalty to any or all of the Members, including without limitation any or all of a Team's Car/Driver combinations.

**9.3.5. Assault or Battery** - If any Member shall attempt to or commit an assault or battery during or in connection with an Event, such Member may be disqualified and/or suspended by the Race Director and may be subject to additional penalties.

**9.3.6. Gambling on Events** - Applicants and Members shall not engage, nor attempt to engage, in any gambling activity (as defined below) relating to any Event, or any portion of an Event, (i) in which INDYCAR is involved, including, but not limited to, IndyCar Series, Indy lights and Pro Mazda Championship, USF2000 Championship or MX-5 Cup events, or (ii) that in the judgment of INDYCAR could represent and represents the potential for a conflict of interest, unsportsmanlike conduct or conduct detrimental to racing, Andersen Promotions, MNAO and/or INDYCAR Group. This Rule applies to all gambling activities including, without limitation, those available in any gaming facility, casino, lottery gaming facility, racetrack gaming facility, or on the internet or electronically, or in all other establishments and locations. Gambling activity, for purposes of the above, is defined as placing anything of value at risk, whether monetary or otherwise, in connection with a bet, wager, or game of chance. If an applicant or Member wishes to participate in any gambling activity associated with or related to INDYCAR, GLOBAL MX-5 CUP, Andersen Promotions or its affiliates (for example, a celebrity blackjack tournament), he/she may do so only if he/she has received the prior written authorization of INDYCAR. Such authorization, if

granted, will be limited to the extent authorized by INDYCAR.

**9.3.7. Social Media** – Competitors and Officials must comply with provisions of the INDYCAR Social Media Policy at all times.

**9.3.8. Detrimental Member Conduct** – The favorable reputation of INDYCAR, Andersen Promotions, MNAO and its Members, is a valuable asset and creates tangible benefits to all involved. Accordingly, it is an obligation of all Members to refrain from engaging in conduct, which is detrimental to INDYCAR, Andersen Promotions, MNAO and its Members. Such conduct shall include, but not be limited to comments to the news media that unreasonably attack or disparage Members, Andersen Promotions, MNAO or INDYCAR. Responsible expressions of legitimate disagreement with INDYCAR, Andersen Promotions, MNAO are not prohibited. However, public comments a Member knows, or should reasonably know, will harm the reputation or financial best interests of a Member, MNAO, Andersen Promotions or INDYCAR are expressly covered by this Rule.

# **10. CHAMPIONSHIP, POINTS & AWARDS**

## **10.1. Championships and Point Standings**

**10.1.1.** Andersen Promotions recognizes several different types of championships, including, without limitation, Rookie(s) and Driver. To facilitate competition for these championships, Officials calculate and publicize complete rankings of all participating Teams and Drivers following the completion of each Race. Unless otherwise stated, all scheduled Qualifications and Races shall offer championship points.

**10.1.2.** Not Applicable

## **10.2. Crediting of Points**

**10.2.1.** Andersen Promotions has established the following system under which eligible Engine Manufacturers, Entrants and Drivers may accumulate points.

**10.2.2.** Not Applicable

**10.2.3.** Driver points will be credited only to Drivers holding a valid Driver License at the time of the Event.

**10.2.4.** Rookies and Drivers earn a minimum of one (1) point for starting a Race.

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

### **10.3. Ties**

**10.3.1.** At the end of the season, the Engine Manufacturer, Entrant and Driver with the highest number of ranking points respectively shall be declared the Champion. In the case of a tie in the championship, Officials will determine the champion based on the most first place finishes. If there is still a tie, Officials will determine the champion by the most second place finishes, then the most third place finishes, etc., until a champion is determined. If there is still a tie, the finishing positions of the last Race shall be the determining factor.

**10.3.2.** Officials will apply the same system to other ties in the rankings at the end of the season and at any other time during the season.

### **10.4. End of Season Awards**

**10.4.1.** Officials reserve the right to establish end of season awards based upon points.

### **10.5. Championship Points**

**10.5.1. Rookie/Driver Race Points** – Officials will award points pursuant to finishing position as follows:



<b>Driver Points</b>				
Position	Points		Position	Points
1	30		11	10
2	25		12	9
3	22		13	8
4	19		14	7
5	17		15	6
6	15		16	5
7	14		17	4
8	13		18	3
9	12		19	2
10	11		20	1
<b>Additional Points</b> Pole Position = 1 Point Most Laps Led = 1 Point Fastest Race Lap = 1 Point				

**10.5.2.** Points are awarded for pole position of all races except when Qualifying did not occur and the lineup is based on points.

# 11. AWARDS

## 11.1. Approval

**11.1.1.** The distribution of all awards must be approved by the Officials.

## 11.2. Awards

**11.2.1.** Officials shall determine the eligibility, nature, and amount of all for:

- a) Each Event, and
- b) End of season

## 11.3. Withholding

**11.3.1. Offset** – Andersen Promotions shall have the right to offset any amounts owed by a Member to INDYCAR, Andersen Promotions, an Event Promoter or a Manufacturer against any award otherwise payable to the Member or the Member's Entrant.

**11.3.2. Review** - If a review is lodged, affecting the distribution of an award, all account as directed by Officials within five business days after the filing of the review, without obligation as to interest.

# 12. REVIEW

## 12.1. Introduction

**12.1.1.** Members recognize the need for Officials to make decisions that require judgment and the exercise of discretion, often instantaneously with Events as they are occurring. They further recognize that there is a limited system of instant replay during or after an Event. Except as expressly provided in these Rules, the exercise of judgment by Officials during an Event issuing a penalty or otherwise shall not be reviewed and the decision of Officials is final and binding. By submitting a membership application and in consideration of receiving the numerous benefits available, each Member agrees that the final and binding decisions of Officials are non-litigable. No court action of any kind may be taken by any Member. Further, there is no right of review or appeal of any INDYCAR or Series decision or penalty to FIA and/or ACCUS-FIA and/or any other third party including the FIA International Court of Appeals and ACCUS-FIA National Court of Appeals, even if an Event is listed by ACCUS-FIA and/or another ASN on the FIA international calendar. By reason of membership in INDYCAR and/or participation in an Event, any Member waives any rights such Member may otherwise have to be a party or to take any action in court seeking legal or equitable relief against any decision or action of any kind by INDYCAR, the Officials, anyone acting on behalf of INDYCAR, the review awards so affected shall be forwarded to the Andersen Promotions office or in the case of monetary awards placed in an escrow facilitator and/or the appeal panel. Each Member acknowledges that participation in an Event by other Members is in part in reliance on this waiver. If a Member initiates or participates in litigation in

violation of these Rules, all membership privileges may thereupon be suspended and Member is subject to the provisions of Rule 2.8 of these Rules.

## **12.2. When is a Review Permitted**

**12.2.1.1.** Race Procedure penalties are not subject to review and appeal, except for (i) disqualification, (ii) suspension, (iii) probation, (iv) a monetary fine in excess of Ten Thousand and 00/100 Dollars (\$10,000.00), (v) an award fine, and/or (vi) a point fine.

**12.2.1.2.** Non Race Procedure penalties are subject to review and appeal, provided a review is permitted by the Rules and the request for review is in accordance with these Rules.

**12.2.1.3.** An applicant or Member may not request review of the existence or wording of a Rule and/or the non-imposition of a penalty.

## **12.3. Who May Request a Review**

**12.3.1.** Only the Entrant submitting an Entry may request a review of the rejection of the Entry. Any Competitor who competes in any Event that is not in accordance with the published Entry form conditions waives the right to challenge the non-enforcement of such conditions.

**12.3.2.** Only the individual or entity submitting a license or membership application may request a review of a decision related to such application.

**12.3.3.** Only the Member receiving a penalty may request a review of the penalty of the Member.

**12.3.4.** If more than one Member is involved in the same violation of these Rules, each Member must submit a request for review.

**12.3.5.** If more than one Team is involved in the same violation of these Rules, each Team must submit a request for review.

## **12.4. Process to Request a Review**

**12.4.1.** A request for review shall be in writing and clearly state the errors claimed. Each claimed error must be stated in specific rather than general terms and must be accompanied by a written statement of the facts and grounds upon which it is based. The written request for review must designate a single point of contact for the party requesting the review and contain the name, address, e-mail, telephone number and facsimile number for this person who will be the only point of contact concerning the review with respect to such party.

**12.4.2.** All requests for review shall adhere to these Rules. The request for review must be delivered or postmarked within two (2) Business Days of issuance of the penalty or decision (not including the day the penalty or decision is issued) and sent via hand delivery or overnight delivery to:

President of Competition and Operations  
INDYCAR  
4551 West 16th Street  
Indianapolis, Indiana 46222

**12.4.3.** If INDYCAR decides a request for review does not adhere to these Rules, it may be dismissed and treated as if it were not submitted. If the two (2) Business Days have passed, a new request for review may not be submitted. If the two (2) Business Days have not passed, a new request for review may be submitted.

**12.4.4.** If INDYCAR decides a request for review adheres to these Rules, INDYCAR specifies an individual to serve as review administrator to assist the review party, INDYCAR and the review facilitator

with any and all administrative aspects of the review. The review administrator is not involved in any substantive manner in the review. During the review process, the review administrator is the only point of contact for the review party, INDYCAR, and the review facilitator regarding the administrative aspects of the review process.

## **12.5. Review Process**

**12.5.1.** The review process is intended to be informal and collaborative.

**12.5.2.** The review will be conducted by a review facilitator. The review will be heard by a review facilitator comprised of one (1) of the following possible review facilitators:

Tom Anderson  
Bill Baten  
Billy Boat  
Bill Bock  
John Capels  
Dan Cotter  
John Darby  
Rollie Helmling  
Victor Lechtenberg  
Brian Lises  
Kevin Miller  
Vicki O'Connor  
Chris Paulsen  
Robin Pemberton  
Frank Pulice  
Buddy Rice  
Gary Roberts  
John Schneider  
Lyn St. James

**12.5.2.1.** Upon receipt of a request for review, the review administrator will notify each individual in the pool of the receipt of a request for review to confirm availability and identify any potential or actual conflicts of interest. The notice may include the general timing for a review, the names of the affected applicants or Member(s), and a brief description of the penalty or decision.

**12.5.2.2.** Within one (1) Business Day of INDYCAR's receipt of a request for review, INDYCAR shall provide in writing to the party requesting the review the names of three (3) review facilitators from the list contained in Rule 12.5.2.1. INDYCAR shall determine the three (3) review facilitators based upon the type of penalty (e.g., technical regulation, sporting regulation), the particular specialization or expertise, availability and conflicts of interest of the review facilitators, and such other factors as may indicate the overall ability of the review facilitator to assist in the review.

**12.5.2.3.** Within one (1) Business Day of the party's receipt of the three (3) review facilitators from INDYCAR, the party requesting the review shall provide in writing to INDYCAR the name of one (1) review facilitator from the three (3) review facilitators. In the event there are multiple parties submitting a review for the same violation of these Rules, the party submitting the first request for review actually received by INDYCAR shall select the review facilitator for and on behalf of such party and all other parties requesting a review.

**12.5.2.4.** Within one (1) Business Day of INDYCAR's receipt of the one (1) review facilitator from the party requesting the review, INDYCAR shall provide in writing to the party

requesting the review confirmation of the status of the review facilitator.

**12.5.2.4.1.** If INDYCAR confirms the review facilitator is available, INDYCAR shall decide upon an acceptable date for the review meeting.

**12.5.2.4.2.** If INDYCAR confirms it was unable to contact the review facilitator or INDYCAR contacted the review facilitator but the review facilitator was unavailable or had a conflict of interest, the party requesting the review shall provide in writing to INDYCAR the name of an alternate one (1) review facilitator from the same list of three (3) facilitators provided pursuant to Rule 12.5.2 within one (1) Business Day of receipt of INDYCAR's confirmation. If each of the three (3) individuals could not be contacted, were unavailable and/or had conflicts of interest, the review administrator will notify the party submitting the review in writing of INDYCAR's three (3) alternate individuals in the pool. This process shall continue until such time as a review facilitator has been selected.

**12.5.3.** Once the review facilitator has been selected, the review administrator provides the review facilitator with the Rules and all applicable bulletins to date. Once the review facilitator has entered into the confidentiality agreement, the review administrator provides the review facilitator with non-public information and documents concerning the review.

**12.5.4.** The review facilitator must decide if the request for review adhered to the Rules.



**12.5.5.** If the review facilitator decides the request for review did not adhere to the Rules, the request for review may be dismissed, disregarded as having never been submitted, and the review facilitator may disallow any new submission of the same issue for review.

**12.5.6.** If the review facilitator decides the request for review adhered to these Rules, the review meeting will be conducted within ten (10) Business Days of the issuance of the penalty with the review meeting date during the time period to be determined by INDYCAR.

**12.5.7.** The review meeting will be conducted by a review facilitator at the INDYCAR offices located in Indianapolis, Indiana. If the parties and the review facilitator mutually agree, they may decide upon a location other than the INDYCAR offices in Indianapolis, Indiana and/or another location than Indianapolis, Indiana.

**12.5.8.** The review will take place in the form of a meeting conducted by the review facilitator. The review meeting will be either an in-person meeting or via telephone or video conference. In the event the parties and review facilitator cannot agree on whether the meeting will be in-person, via telephone or via video conference, the review shall be an in-person meeting. The review meeting will not proceed for more than a single day and will not be more than four (4) hours during this day, unless agreed to by the review facilitator and all parties.

**12.5.9.** The review meeting is not open to the public and admittance is limited to INDYCAR, the party/parties requesting the review and its/their representative(s), and the review facilitator. INDYCAR and the party/parties requesting the review may not appear at the review meeting through or accompanied by legal counsel. Within two (2) Business Days prior to the review meeting,

INDYCAR and each party seeking a review shall provide the review facilitator with: i) the names, titles and contact information of all attendees to the review meeting and the purpose for which each will be present at the review meeting, and ii) a summary of its position not to exceed five (5) double spaced pages in length, not including supporting documentation. The total number of attendees at the review meeting is limited to three (3) per party. INDYCAR and each party requesting the review shall have at least one (1) attendee with full authority to reach a resolution of the penalty at the review meeting. The review facilitator does not exchange position summaries with the other parties and/or INDYCAR unless the parties and INDYCAR mutually agree.

**12.5.10.** The review meeting is limited to the issues raised in the written request(s) for review.

**12.5.11.** Except as otherwise provided in Rule 1.1.3.3, the review and all discussions, information and documents concerning the review and at the review meeting are confidential and the review facilitator, INDYCAR, the party/parties requesting the review and all present at the review meeting or in possession or control of such documents and information shall maintain and agree to maintain such confidentiality by entering into a confidentiality agreement supplied by INDYCAR prior to the commencement of the review meeting; provided, however, the review facilitator shall enter into the confidentiality agreement prior to receiving any information and documents concerning the review. Any party that does not timely enter into the confidentiality agreement provided by INDYCAR will not be permitted to participate in the review meeting and such party will no longer have a right to have the penalty reviewed and appealed.

**12.5.12.** Consistent with the informal and collaborative nature of the review meeting, there

shall be no transcript or recording of the meeting and the review facilitator will determine the format. Notwithstanding the foregoing, the format shall include the following components at a minimum:

**12.5.12.1.** At the beginning of the review meeting, the participants shall assemble in one room for a joint opening session. The parties shall identify the participants in the review. The review facilitator shall review the administrative details of the review meeting.

**12.5.12.2.** The review facilitator shall decide the number, duration, and participants involved in each additional session during the remainder of the review meeting.

**12.5.12.3.** Prior to the conclusion of the review meeting, the review facilitator shall assemble only the representatives with full authority from each party for a joint session in one room to reconsider positions and discuss alternatives.

**12.5.13.** At the conclusion of the review meeting:

The review facilitator shall provide her/his thoughts concerning the penalty and whether the penalty should be upheld, overturned or modified and, if modified, provide a recommended modification. Such disclosure shall occur upon the request of a party or the review facilitator and regardless of whether the parties negotiated an independent settlement. Any decision or recommendation by the review facilitator as part of the review process is not binding upon INDYCAR or the party/parties requesting the review and is confidential and subject to the confidentiality agreement set forth in this Rule 12.

The review facilitator shall allocate the reasonable costs and expenses of the review facilitator amongst INDYCAR and each party submitting a review of the

penalty. INDYCAR and each party submitting a review shall bear their own fees, costs and expenses.

**12.5.14.** During the review meeting and through the conclusion of the appeal process, if applicable, the review facilitator shall not be employed by or on behalf of or otherwise affiliated in any other capacity with INDYCAR and/or any of the parties to the review and/or appeal; however, the review facilitator may continue to serve in his/her capacity as a review facilitator and/or appeal panel member for other requests for review and/or appeal.

**12.5.15.** During the review process, the review facilitator must strive to uphold the integrity of INDYCAR, the IndyCar Series, and the Events. At all times, the review facilitator must be professional, courteous, and independent.

**12.5.15.1.** The review facilitator has a duty to disclose any potential or actual conflicts of interest that may exist or arise with regards to any of the review participants.

**12.5.15.2.** Any appearance of impropriety will not be allowed and may result in removal of a review facilitator from a review and/or from the list of possible review facilitators in these Rules.

**12.5.15.3.** The review facilitator should refer any media inquiries to the review administrator.

**12.5.15.4.** The review facilitator must thoroughly review the submissions and familiarize himself/herself with the issues during the review; however, the review facilitator must not perform any independent review or research and/or communicate in any manner about the subject matter of the review by or amount any of the review participants outside of the review process. The review facilitator is expected to

vigorously apply the facts of the Rules in order to reach a thorough, thoughtful, and fair decision..

**12.5.16.** After the conclusion of the review meeting, the review facilitator shall destroy any and all notes, records and/or other electronic and hard copy documents received regarding the review.

**12.5.17.** Within two (2) Business Days of the review meeting, INDYCAR and each party submitting review shall pay the review facilitator their respective share of the review facilitator costs and expenses.

## **12.6. Compliance with Procedures**

**12.6.1.** Any request for review that fails to comply with any of the foregoing requirements will be dismissed with prejudice and disregarded as having never been submitted. Any error not specifically raised in the request for review is waived.

# 13. APPEALS

## 13.1. Introduction

**13.1.1.** Members recognize the need for Officials to make decisions that require judgment and the exercise of discretion, often instantaneously with Events as they are occurring. They further recognize that there is a limited system of instant replay during or after an Event. Except as expressly provided in these Rules, the exercise of judgment by Officials during an Event issuing a penalty or otherwise shall not be appealed and the decision of Officials is final and binding. By submitting a membership application and in consideration of receiving the numerous benefits available, each Member agrees that the final and binding decisions of Officials are non-litigable. Each Member agrees to abide by the decision of the appeal panel. No court action of any kind may be taken by any Member. Further, there is no right of review or appeal of any INDYCAR or the Series decision or penalty to FIA and/or ACCUS-FIA and/or any other third party including the FIA International Court of Appeals and ACCUS-FIA National Court of Appeals, even if an Event is listed by ACCUS-FIA and/or another ASN on the FIA international calendar. By reason of membership in INDYCAR and/or participation in an Event, a Member waives any rights such Member may otherwise have to be a party or to take any action in court seeking legal or equitable relief against any decision or action of any kind by INDYCAR, the Officials, anyone acting on behalf of INDYCAR, the review facilitator or the appeal panel. Each Member acknowledges that participation in an Event by other Members is in part in reliance on this waiver. If a Member initiates or participates in litigation in violation of these Rules, all membership

privileges may thereupon be suspended and is subject to the provisions of Rule 2.8 of these Rules

### **13.2. When is an Appeal Allowed**

Only penalties satisfying the following requirements may be appealed: penalties subject to review under Rule 12 of these Rules, penalties that have completed the review process under Rule 12 of these Rules, and penalties that are the subject of a request for appeal in compliance with this Rule 13. An applicant or Member may not request appeal of the existence or wording of a Rule and/or the non-imposition of a penalty.

### **13.3. Who May Request an Appeal**

Only the party/parties satisfying the following requirements may appeal a penalty: party/parties that originally submitted the penalty for review under Rule 12 of these Rules, and parties that have participated in the review process under Rule 12 of these Rules, including entering into the confidentiality agreement.

### **13.4. Submission of Appeals**

**13.4.1.** If an appeal is permitted under these Rules, an appeal shall be in writing and clearly state the errors claimed. Each claimed error must be stated in specific rather than general terms and must be accompanied by a written statement of the facts and grounds upon which it is based. The written appeal must designate a single point of contact for the party submitting the appeal and contain the name, address, e-mail, telephone number and facsimile number for this person who will be the only point of contact concerning the appeal with respect to such party.

**13.4.2.** All requests for appeals shall adhere to these Rules. The request for appeal must be delivered or postmarked within three (3) Business Days after the conclusion of the review meeting set forth in Rule 12

of these Rules (not including the day of the review meeting) and sent via hand delivery or overnight delivery to:

President of Competition and Operations  
INDYCAR  
4551 West 16th Street  
Indianapolis, Indiana 46222

**13.4.3.** If INDYCAR decides a request for appeal does not adhere to these Rules, it may be dismissed and treated as if it were not submitted. If the three (3) Business Days have passed, a new request for appeal may not be submitted. If the three (3) Business Days have not passed, a new request for appeal may be submitted.

**13.4.4.** If INDYCAR decides a request for appeal adheres to these Rules, INDYCAR specifies an individual to serve as appeal administrator to assist the appeal party, INDYCAR and the appeal panel chair with any and all administrative aspects of the review. The appeal administrator is not involved in any substantive manner in the appeal. During the appeal process, the appeal administrator is the only point of contact for the appeal party, INDYCAR, and the appeal panel chair regarding the administrative aspects of the appeal process.

### **13.5. Appeal Process and Hearing**

**13.5.1.** An appeal is intended to be formal, as compared to the informal review process.

**13.5.2.** Except as otherwise provided in Rule 1.1.3.3, the appeal and all discussions, information and documents concerning the appeal and at the appeal hearing are confidential and the appeal panel, INDYCAR, the party/parties submitting the appeal and all present at the appeal hearing or in possession or control of such documents and information shall maintain and agree to maintain



such confidentiality by entering into a confidentiality agreement supplied by INDYCAR prior to the commencement of the appeal hearing; provided, however, each member of the appeal panel shall enter into the confidentiality agreement prior to receiving any information and documents concerning the appeal. Any party that does not timely enter into the confidentiality agreement provided by INDYCAR will not be permitted to participate in the appeal and such party will no longer have a right to an appeal of the penalty.

**13.5.3.** There shall be no transcript or recording of the appeal hearing.

**13.5.4.** The appeal must contain reference to the specific action by Officials from which an appeal is taken, the date of the occurrence, the reasons for the appeal, and the relief requested. The appeal must be accompanied by copies of all written documents pertaining to the appeal, such as the written review request submitted under Rule 12 of these Rules, responses, rulings, declarations, etc. The appeal must clearly and explicitly state the basis of the appeal.

**13.5.5.** The appeal will be conducted by an appeal panel. The appeal will be heard by an appeal panel comprised of three (3) of the following possible appeal panel members:

Tom Anderson  
Bill Baten  
Billy Boat  
Bill Bock  
John Capels  
Dan Cotter  
John Darby  
Rollie Helmling  
Victor Lechtenberg  
Brian Lisle  
Kevin Miller

Vicki O'Connor  
Chris Paulsen  
Robin Pemberton  
Frank Pulice  
Buddy Rice  
Gary Roberts  
John Schneider  
Lyn St. James

In the event there are multiple parties submitting an appeal for the same penalty, the party submitting the first appeal actually received by INDYCAR shall choose the appeal panel for and on behalf of such party and all other parties requesting an appeal.

**13.5.6.** Upon receipt of a request for appeal, the appeal administrator will notify each individual in the pool of the receipt of a request for appeal to confirm availability and identify any potential or actual conflicts of interest. The notice may include the general timing for an appeal, the names of the affected applicants or Member(s), and a brief description of the penalty or decision.

**13.5.7.** Within three (3) Business Days after receiving a written appeal, the appeal administrator shall conduct a conference call with INDYCAR and the person designated as the only point of contact for the party filing an appeal, as set forth in Rule 13.4.1 of these Rules, to choose the three (3) members of the appeal panel. During this conference call, INDYCAR and the party submitting the appeal shall be ready and have full authority to choose the three (3) member appeal panel. The appeal administrator shall inform INDYCAR and the appeal party of any individuals in the pool with confirmed unavailability and/or potential or actual conflicts of interest. The party filing the appeal shall choose first and shall choose an appeal panel member from the potential members in Rule 13.5.5 above. In the event there are multiple parties submitting appeals, the party submitting the first appeal actually received by INDYCAR shall choose the appeal panel member for and on behalf of such party and all other parties submitting an appeal. Next, INDYCAR shall choose an appeal panel member from the remaining possible appeal panel members in Rule 13.5.5

above. Lastly, the third member of the appeal panel will be chosen by agreement of INDYCAR and the party appealing. In the event there are multiple parties submitting appeals, the party submitting the first appeal actually received by INDYCAR shall choose the third appeal panel member with INDYCAR for and on behalf of such party and all other parties submitting an appeal. If INDYCAR and the party choosing the third appeal panel member cannot agree on the third appeal panel member, three (3) potential appeal panel members will be randomly chosen by INDYCAR from the remaining potential appeal panel members in Rule 13.5.5 above. The party choosing the third appeal panel member shall strike one potential appeal panel member from this list, then INDYCAR shall strike one potential appeal panel member from this list, and the member remaining is the third member of the appeal panel and the chair of the appeal panel. The chair of the appeal panel, which is the third appeal panel member chosen, is responsible for coordinating with the other appeal panel members and being the only contact between the appeal panel and INDYCAR and the party/parties submitting the appeal regarding all aspects of the appeal and appeal hearing. If one or more of the three (3) individuals could not be contacted, were unavailable and/or had conflicts of interest, the appeal administrator shall conduct a second (2<sup>nd</sup>) conference call with INDYCAR and the appeal party for INDYCAR and the appeal party to choose the individuals on the appeal panel from the remaining individuals in the pool.

**13.5.8.** Once the three (3) member appeal panel is chosen, the appeal panel shall govern the appeal process and conduct an appeal in-person hearing. Any direction, decision, determination or act by the

appeal panel shall be made by a majority vote of the three (3) members of the appeal panel.

**13.5.9.** During and through the conclusion of the appeal process, the appeal panel members shall not be employed by or on behalf of or otherwise affiliated in any other capacity with any of the parties to the review and/or appeal; however, the appeal panel members may serve in his/her capacity as a review facilitator and/or appeal panel member for other requests for review and/or appeal.

**13.5.10.** During the appeal process, the appeal panel must strive to uphold the integrity of INDYCAR, the GLOBAL MX-5 CUP SERIES, and the Events. At all times, the appeal panel must be professional, courteous, and independent.

**13.5.10.1.** The appeal panel has a duty to disclose any potential or actual conflicts of interest that may exist or arise with regards to any of the appeal participants.

**13.5.10.2.** Any appearance of impropriety will not be allowed and may result in removal of an appeal panel member from an appeal and/or from the list of possible appeal panel members in these Rules.

**13.5.10.3.** The appeal panel members should refer any media inquiries to the appeal administrator.

**13.5.10.4.** Each member of the appeal panel must thoroughly review the submissions and familiarize himself/herself with the issues during the appeal; however, the appeal panel must not perform any independent review or research and/or communicate in any manner about the

subject matter of the appeal by or amount any of the appeal participants outside of the formal appeal structure. The appeal panel members are expected to vigorously apply the facts of the Rules in order to reach a thorough, thoughtful, and fair decision.

- 13.5.11.** Once the appeal panel has been selected, the appeal administrator provides the appeal panel chair with the Rules and all applicable bulletins to date. Once each appeal panel member has entered into the confidentiality agreement, the appeal administrator provides the appeal panel chair with non-public information and documents concerning the appeal.
- 13.5.12.** The appeal panel must decide if the request for appeal adheres to these Rules.
- 13.5.13.** If the appeal panel decides the request for appeal did not adhere to these Rules, the request for appeal may be dismissed, disregarded as having never been submitted, and the appeal panel may disallow any new submission of the same issue. The appeal panel must still issue a confidential written decision to the appeal party and INDYCAR.
- 13.5.14.** If the appeal panel decides the request for appeal adhered to these Rules, the appeal hearing shall be concluded within seven (7) Business Days of the submission of the appeal. If the parties and the appeal panel are unable to decide upon an acceptable date during the seven (7) Business Day period, the appeal panel shall decide upon a date within three (3) Business Days after such seven (7) Business Day period (e.g. appeal panel could choose the 8<sup>th</sup> – 10<sup>th</sup> Business Day) and such decision is final and binding on the parties.

**13.5.15.** The appeal panel shall establish the timing and process for each party to submit a written statement concerning the appeal and any supporting documentation; the exact time of the appeal hearing; the duration of the appeal hearing; and who may attend the appeal hearing. INDYCAR and the party/parties requesting the appeal shall be permitted to appear at the appeal hearing through or accompanied by legal counsel. Notwithstanding the foregoing, the timing and process shall include the following components at a minimum:

**13.5.15.1.** Within two (2) Business Days prior to the appeal hearing, INDYCAR and each party seeking an appeal shall provide the appeal panel with: i) the names, titles and contact information of all attendees to attend the appeal hearing and the purpose for which each present at will be the appeal hearing, and ii) a summary of its position not to exceed ten (10), double spaced pages in length, not including supporting documentation. The appeal panel does not exchange position summaries with the other parties and/or INDYCAR unless the parties and INDYCAR mutually agree.

**13.5.15.2.** The appeal panel shall conduct the hearing in the following manner. Prior to opening statements or the submission of proof by the party requesting the appeal, the appeal panel may request that INDYCAR submit an explanation of the basis of its decision.

**13.5.15.2.1. Opening Statements** - The parties to the proceedings will be permitted to make opening statements, with the party requesting the appeal making the first opening statement. Each party shall state the issue(s) before the appeal panel and a

brief summary of the position of the party with respect to such issue(s).

**13.5.15.2.2. Order of Proof** - The evidence shall be received by the appeal panel in the following order:

**13.5.15.2.2.1.** The party requesting the appeal shall first submit and present evidence in support of the appeal. Upon the completion of direct examination, each witness shall be subject to cross-examination by the other parties and by the appeal panel.

**13.5.15.2.2.2.** INDYCAR and the other parties shall then be permitted to present evidence, and any witnesses presented shall be subject to cross-examination by the party requesting the appeal, by other parties, and by the appeal panel.

**13.5.15.2.2.3. Closing Arguments** - Upon completion of the evidentiary portion of the hearing, all parties, beginning with the party requesting the appeal, may make closing arguments.

**13.5.16.** The appeal hearing will be conducted at the INDYCAR offices located in Indianapolis, Indiana. If the parties and the appeal panel mutually agree, they may decide upon a location other than the INDYCAR offices in Indianapolis, Indiana and/or another location than Indianapolis, Indiana.

**13.5.17.** The appeal hearing is not open to the public and admittance to the hearing is by invitation of the appeal panel and can be revoked. The appeal panel

shall identify the parties and other necessary participants in the proceedings. Each party is permitted a maximum of three (3) attendees at the appeal hearing, including legal counsel, but not including any Members or other witnesses appearing at the request of the appeal panel. INDYCAR and each party requesting the appeal shall have at least one (1) attendee with full authority at the appeal hearing. The appeal panel may summon any Member to testify at the hearing. If a Member is called as a witness and fails to appear, INDYCAR may revoke the Member's License and/or membership and/or otherwise penalize the Member.

**13.5.18.** The hearing shall be confined to the errors claimed in the appeal and evidence relevant to those errors.

**13.5.19.** The appeal panel shall not be limited to the technical common law rules of evidence required in judicial proceedings but shall be satisfied the evidence submitted is of a type on which the appeal panel can rely. The appeal panel may exclude irrelevant, immaterial, or unduly repetitious evidence.

**13.5.20.** All parties to the proceedings shall be permitted to present and cross-examine witnesses and to submit evidence, both oral and documentary. The burden of proof shall remain at all times on the party/parties submitting the appeal.

**13.5.21.** The decision of the appeal panel is final and binding on INDYCAR and each party submitting an appeal. An appeal panel decision may not include the re-drafting of a Rule and/or a Penalty Guideline. The appeal panel shall issue a confidential written determination of the appeal within three (3) Business Days of the conclusion of the appeal



hearing and this written determination is subject to the confidentiality agreement set forth in this Rule 13. After the conclusion of the appeal hearing, the appeal panel shall destroy any and all notes, records, and/or other electronic and hard copy documents received regarding the appeal.

**13.5.22.** The appeal panel shall allocate the reasonable costs and expenses of the appeal panel amongst INDYCAR and each party submitting an appeal of the penalty. INDYCAR and each party submitting an appeal shall bear their own attorneys' fees, costs and expenses. Within ten (10) Business Days from the appeal panel's decision, INDYCAR and each party submitting an appeal shall pay the appeal panel their respective share of the remaining appeal panel costs and expenses.

### **13.6. Compliance with Procedures**

Any appeal that fails to comply with any of the foregoing requirements will be dismissed with prejudice and disregarded as having never been submitted. Any error not specifically raised in the appeal shall be deemed to have been waived.

# 14. TECHNICAL SPECIFICATIONS

## 14.1. General

**14.1.1.** All components provided by Long Road Racing must be used as provided unless otherwise stated in these rules or in update bulletins. For avoidance of doubt these rules currently provide for no modification of any component.

**14.1.2.** All original Manufacturer identification markings and/or tags must remain as supplied.

**14.1.3.** The only binding means of communication shall be in writing.

**14.1.4.** The current version of the Global MX-5 Cup Vehicle Homologation and Manufacturer issued Technical Service Bulletins (TSB) will be recognized as the only authorized document which references required specification of parts.

## 14.2. Technical Inspection

**14.2.1.** The responsibility remains with the Entrants to make sure Cars conform to all Rules throughout the course of an Event. All car parts and equipment must complete technical inspection to be eligible for an Event. Officials may inspect all items for conformity of the rules at any time. Completion of technical inspection does not guarantee against disqualification or other penalty if any violation is discovered during any subsequent inspection.

**14.2.2.** Officials may impound or confiscate a car part, equipment, item or data associated with a car, driver or entrant.

**14.2.3.** (Not Applicable)

**14.2.4.** Officials may examine any car involved in a crash and determine if it's suitable for further participation and all members shall cooperate in the preparation of damage reports, photographs, videotaping and impact recording analysis. Any entrant refusing to follow the prescribed inspection procedures may be penalized.

### **14.2.5. Reference planes and '0' coordinates**

**14.2.5.1.** All measurements shall be taken from the reference plane or '0' coordinates. These shall be established by the chassis Manufacturer and cannot be modified.

## **14.3. Vehicle Dimensions**

**14.3.1.** (a) All dimensions are measured in the listed units and must following tolerances.

(1) Front Track – As measured between the wheel centerline – 164 cm

(2) Rear Track – as measured between wheel centerline- 147 cm

(3) Wheelbase – 257 cm

(4) Length – 436 cm

(5) Width – as measured at the outer wheel rim – 180cm

(6) Minimum Ride Height – as measured on Dry tires with Driver and ballast and from the aft front tire to the fore of the rear tires – 4 inches/102mm. As measured on Wet tires with Driver and ballast and from the aft front tire to the fore of the rear tires – 3.875 inches/99mm.

(a) Tires must be set at 38 psi maximum

(b) Ride height bar must fit freely with no obstacles

**14.3.2.** After a crash, an Entrant must present the following items and any others to the Series, upon request:

- a)** Driver's Helmet
- b)** Driver's Head Restraint System
- c)** Driver's Seat
- d)** Steering Wheel
- e)** Nets

The Series will inspect the items. Any item that does not successfully complete inspection must be repaired, re-certified or replaced by the Entrant at the Entrant's cost prior to use.

**14.4. (Not Applicable)**

**14.5. (Not Applicable)**

**14.6. (Not Applicable)**

**14.7. (Not Applicable)**

**14.8. Aerodynamics**

**14.8.1.** Attachments or devices that are moveable or adjustable while the car is in motion and which may affect airflow are not permitted.

**14.8.2.** Tape and/or Adhesive films are not permitted on bodywork seams/openings, suspension openings or cooling ducts. Clear "heli-tape" may be used on leading edges for protection against damage only.

**14.9. Bodywork**

**14.9.1.** Bodywork must be the as-delivered Mazda/Long Road Racing components.

**14.9.2.** Front Splash Shields are optional. Approved items are: Front Right Splash Shield – N243-56-114 and Front Left Splash Shield – N243-56-115

**14.9.3.** Fit and finish is permitted provided it does not alter the components internal or external shape in any way.

**14.9.4.** Side Rocker panels

**14.9.4.1.** Alternative external hardware is permitted to secure the OEM Mazda body components provided it does not alter the

components internal or external shape in any way.

**14.9.5.** Unless specified in the Homologation, stress bearing devices, including but not limited to body panels and engine compartment stiffening kits are prohibited.

## **14.10. Repairs**

**14.10.1.** All repairs must conform to the Manufacturers original design criteria including weight +/-

**14.10.2.** Structural Repairs – The Technical Director in his sole discretion will determine whether components are repairable or must be replaced, based on specific safety criteria.

**14.10.3.** Repairs may be performed by Teams or by alternate repair companies provided the original shape and design is maintained.

## **14.11. Fasteners**

**14.11.1.** All fasteners must be used and remain in the locations as delivered. Tape is not permitted as a single source of attachment for any component.

**14.11.2.** Fasteners, washers, nuts, spacers, rod-ends, bearings, electrical wiring, switches, fittings must remain as originally fitted unless otherwise specified in the Homologation.

**14.11.3.** In all cases titanium and ceramic are prohibited materials.

**14.11.4.** Replacement bearings must retain the same number of balls/rollers as originally manufactured and the outer seals remain in place.

## **14.12. Radiators/Coolers**

**14.12.1.** Only the approved radiators as supplied may be used without modification. Water and oil pipes must remain as supplied.

**14.12.2.** Glycol based additives or coolants are prohibited.

## **14.13. Cockpit**

**14.13.1.** Cockpit regulations are intended for the best interests of the driver's safety, comfort and posture. These must be adhered to in the fullest. Minor changes in the cockpit configuration in order to accommodate Driver comfort and operation of the Car controls is permitted with written approval from the Technical Director.

**14.13.2.** Steering wheels must be fitted with a quick disconnect device. The steering wheel is free but must be approved in writing by the Technical Director.

## **14.14. (Not Applicable)**

## **14.15. Seating/Belts/Frontal Head Restraint**

- (a)** When the driver is seated, there must be a smooth transition of energy attenuating material between the top of the seat and the headrest. The seat must be a minimum 0.500 inch thick on the bottom plane and 0.750 inch thick on the rear plane. Cuts through the seat to

create sections facilitating removal/installation must be a minimum of  $\frac{1}{4}$  of the total width of the longitudinal centerline and at a minimum of 30 degree angle though the seat. There must be no projections that could provide a fulcrum between the driver's head and neck.

- (b)** An approved seat belt with a quick-release mechanism must be used. Both the fastening design and condition of the belt is subject to inspection by the Series. The life of the belts shall not exceed the expiration date stamped by the manufacturer. All belts must conform to the following specifications: FIA 8858/98 or equivalent as approved by the Series.
- (c)** Seat belts must be worn in such a manner that they are tight and pass around the pelvis at a point below the anterior superior iliac spine.
- (d)** Seat belts must not pass over the sides of the seat. They must pass through the seat at the bottom on each side thereby wrapping and holding the pelvis over the greatest possible area.
- (e)** 6 point (crotch) belts must be connected to the main belt quick-release mechanism and securely attached to the chassis or the LRR seat mounting frame.
- (f)** Seat belts which have been used in a crash in excess of fifty (50) G's must be replaced.
- (g)** Both the fastening design and condition of the straps is subject to inspection by the Series. Life of the straps in use shall not exceed two (2) years and must be date-stamped by the manufacturer. Belts should be attached level



with the top of the Driver's shoulders or at a slightly downward angle.

#### **14.16. Roll Hoop**

**14.16.1.** Forward braces and portions of the main roll hoop subject to contact with the Driver must be padded with resilient material.

#### **14.17. Mirrors**

**14.17.1.** Exterior Mirrors must be used as supplied by the manufacturer.

**14.17.2.** Interior mirrors are free.

#### **14.18. Windshield**

**14.18.1.** As delivered. The only replacement part permitted is: N243-63-900D

**14.18.2.** Use of tear-offs is permitted provided they are attached within the OEM windshield opening and do not cover bodywork seams.

#### **14.19. Pedals**

**14.19.1.** The pedal faces may be modified to suit individual drivers. Any changes to the pedal pads must be approved by the Technical Director before use.

#### **14.20. On Board Fire Equipment**

**14.20.1.** Cars must have an on-board fire extinguisher system with an approved extinguishing material in accordance with FIA Sporting CODE, Appendix J, Article 258A.15.1 or equivalent. The

onboard extinguisher must remain active with outlets directed at the Driver, engine and fuel compartments.

**14.20.2.** The trigger must be located with a letter "E" decal and operable by the Driver when seated within the cockpit

**14.20.3.** An external trigger must be located as specified in the Homologation.

## **14.21. Electronics**

**14.21.1.** ECU's are under control of the Series and Long Road Racing, mapped and sealed by the engine supplier. Tampering of ECU's is not permitted.

**14.21.2.** Data systems are permitted as specified in the Homologation.

**14.21.3.** It is not permitted to download data systems in Pit Lane or impound after Qualifications or Races.

**14.21.4.** Officials reserve the right to access any and all data at any time.

**14.21.5.** Battery – The battery must be supplied and securely mounted as specified in the Homologation.

**14.21.6.** The external emergency switch must be clearly marked as outlined in Homologation.

**14.21.7.** The on-board starter motor must remain functional. Positive terminals must be insulated.

**14.21.8.** Cars must be equipped with one (1) master circuit breaker accessible from outside the Car to

control all electrical power. The circuit must be mounted as specified in the Homologation and clearly marked by the appropriate decal. Positive terminals must be insulated.

**14.21.9.** All exterior lights must be functional for all on-track activity, except reverse lights

## **14.22. Car Tracking System (ICAR)**

**14.22.1.** The Series approved car tracking system must be installed in the designated location(s) on each Car and must be operational at any time the Car is participating in on-track events unless otherwise notified by the Series.

## **14.23. Telemetry**

**14.23.1.** All Entrants shall install, operate, use and permit the use of broadcast telemetry equipment, video equipment, sound equipment, data and other positioning informational systems as directed by Andersen Promotions. Entrants shall not install any of the above systems unless directed by Andersen Promotions.

**14.23.2.** Andersen Promotions shall own all telemetry; video, sound, data and other information generated or collected as described and control the use and dissemination.

## **14.24. Timing Transponder**

**14.24.1.** The timing transponder must be fully functional installed as specified in the Homologation.

**14.24.2.** A label with the transponder number must be displayed on the top of the drivers side door

between the side mirror and top and be visible with the Driver in the Car

**14.24.2.1.** The myLaps X2 Car transponder with direct power option is the only approved transponder

**14.24.2.2.** Teams may choose the length of subscription at their discretion

## **14.25. (Not Applicable)**

## **14.26. Cameras**

**14.26.1.** On-board cameras must be functional and are required at all times. Camera must be mounted from the roll hoop FURTHER DEFINE LOCATIONS; no other location is approved. While there are no regulations regarding the camera manufacturer, the following mounting guidelines must be adhered to:

- Cameras must be securely fastened using the right hand location of the roll hoop only to the satisfaction of the Technical Director

**14.26.2.** Officials may request or confiscate footage from any on-board cameras for any reason. This may include driver conduct or technical reasons.

## **14.27. Suspension**

**14.27.1.** As specified in the homologation, all suspension as provided by the chassis manufacturer must be used within the range of adjustment provided and without modification.

**14.27.1.1.** Suspension bushings (hats, spacers) for dampers, push-rods, anti-roll bars and bell cranks

must remain without modification, with the exception of surfacing the outer face for the fitting into each specific location.

**14.27.1.2.** Suspension must not be offset. Track must be equally disposed to the longitudinal centerline of the chassis.

**14.27.2.** Toe, camber and castor may be adjusted, provided they are within the chassis Manufacturer's suspension specifications. When a tire manufacturer provides a maximum camber, this will supersede the Chassis manufacturer's maximum adjustment.

**14.27.3.** Ride control – the use of front and rear ride control (example – 3<sup>rd</sup> springs, dampers) systems are not permitted.

**14.27.4.** Steering – The rack must be used as supplied by the chassis Manufacturer.

**14.27.5.** Uprights – Uprights must be used as specified by the chassis Manufacturer.

## **14.28. Brakes and Ducts**

**14.28.1.** As specified in the Homologation.

## **14.29. Dampers and Springs**

**14.29.1.** As specified in the Homologation. Dampers must be run without modification as supplied by the Manufacturer.

**14.29.2.** Dampers are sealed and may only be rebuilt by the Manufacturer or authorized supplier.

**14.29.3.** Packers and bump rubbers are not permitted.

**14.29.4.** Dampers, as specified in the Homologation, must be externally adjustable only and cannot be adjusted by the driver. Damper canister pressure that is not within the specification will be considered "out of spec" and subject to penalty.

**14.29.5.** Only the linear rate steel springs as specified in the Homologation are permitted.

### **14.30. Driveshafts & Hubs**

**14.30.1.** Only parts specified by the Homologation. These must be used as supplied without modification.

### **14.31. (Not Applicable)**

### **14.32. Wheels**

**14.32.1.** As specified in the Homologation.

**14.32.2.** All wheels must be labeled with corresponding car number.

### **14.33. Weight and Driver Weight**

#### **14.33.1. Car Weight**

**14.33.1.1.** At all times the minimum car weight shall include driver properly attired. The addition of fluids (for example ice or water in Driver cooling systems) is not permitted.

**14.33.1.1.1.** Minimum weight for All Events – will be 2415 pounds.

**14.33.1.1.2.** (Not Applicable)

**14.33.1.2. Ballast** – The Homologated ballast box must be used

**14.33.1.3.** If ballast is required, the only permitted location is within the Homologated ballast box and the ballast box cover secured

**14.33.1.4.** Permitted ballast plates must be used with the supplied studs and nuts. Permitted plates are:

5 pounds: P/N 0000-08-5128-05

10 pounds: P/N 000-18-5128-10

**14.33.1.5.** Drivers may be weighed at random.

**14.33.2.** Any Entrant not following the guidelines regarding chassis and driver weight will be subject to penalties.

## **14.34. Fuel & Fuel System**

**14.34.1.** The only approved fuel is VP C9. Fuel must be stored and used at ambient temperature and additives may not be used. Fuel is subject to testing at any time.

**14.34.2.** The fuel system must remain as supplied by the chassis manufacturer.

**14.34.3.** During any session fueling is not permitted on Pit Lane. Fuel may not be stored in an Entrants garage.

### **14.35. Exhaust**

**14.35.1.** The exhaust system must be used without modification as specified in the Homologation Internal or external coatings or wraps are not permitted.

### **14.36. Clutch Assembly**

**14.36.1.** As specified in the Homologation.

### **14.37. Hoses & Fittings**

**14.37.1.** As specified in the Homologation.

### **14.38. Gearbox**

**14.38.1.** As specified in the Homologation and sealed by the manufacturer.

**14.38.2.** Differential – The differential must be unmodified and as specified in the Homologation.



# 15. TIRES

## 15.1. General

- 15.1.1.** Only tires provided by BFGoodrich may be used. No Entrant may sell, trade or otherwise reassign tires to any other Entrant.
- 15.1.2.** Competitors must purchase all tires from the official BF Goodrich Race Tire Distributor at the Event.
- 15.1.3.** A minimum of one (1) set of "new" Dry-Type tires must be purchased for each Race.
- 15.1.4.** Dry Tires: 215/610R17 G-Force Slick (MSPN 10166)
- 15.1.5.** Wet Tires 20/61-17 g-Force Wet-P2G (MSPN 19825)
- 15.1.6.** Tire pressures must comply with the Manufacturers recommended guidelines. The tire Manufacturer will provide this information before the start of the season
- 15.1.7.** Only nitrogen or compressed air may be used to inflate Tires
- 15.1.8.** Tire warmers are not permitted
- 15.1.9.** No substance may be applied to the tires
- 15.1.10.** All pressure limiting/control devices are not permitted

**15.1.11. (Not Applicable)**

**15.1.12.** All tires must be marked by Officials prior to Qualifying. It is the team's responsibility to ensure tires have been marked

**15.1.13.** No tire changes are permitted after the published time for cars to leave the pre-grid area

**15.1.14.** Entrant may change one (1) tire without penalty post Qualifying. If more than one (1) tire is changed the Entrant shall start from the rear of the grid.

**15.1.15.** If multiple tires are changed, Entrants must notify the Technical Manager of the change. Failure to notify will result in the car starting the race from Pit Lane.

**15.1.16.** Cars must start Race 1 on the marked tires used for Qualifying

**15.1.17.** Cars changing tires after the formation lap will start the race from Pit Lane

**15.1.18.** Wet tires may be used as conditions warrant

**15.1.19.** Wet tires are unlimited per Event provided the Official Distributor has adequate inventory

**15.1.20.** Wet and Dry type tires may not be used simultaneously

**15.1.21. Open Tests:** Entrants can purchase a minimum of one (1) set of new tires per test day

**15.1.22. Entrant Tests:** There are no restrictions regarding tire allotment for Entrant Test days.

## **16. ENGINE REGULATIONS**

### **16.1. General**

- 16.1.1.** The Mazda SKYACTIV 2.0 liter engine as supplied and sealed by Mazda Motorsports or Long Road Racing must be used without any modification. Any variation from specifications regarding installation, oil and filters, fuel, or exhaust may result in loss of championship points and a fine not to exceed \$50,000. Teams are to follow the operating manual as provided by the Engine Manufacturer.
- 16.1.2.** All engine changes and/or repairs which occur during an Event must be approved by the Technical Director. Unapproved engine changes, such as engine abuse or operation outside of manufacturer guidelines will result in starting the race from the rear of the field.
- 16.1.3.** The engines alternator and drive belts must always be connected and in working order. Positive terminals must be insulated.
- 16.1.4.** Spark Plugs – Mazda P/N PE5R-18-110 (NGK ILKAR7L11)
- 16.1.5.** Air Box – The air box must not be modified in any way. No material or substance of any kind may be placed / added inside the air box.

**16.1.6.** All air entering the Engine must pass through the air filter before entering the throttle body

**16.1.7.** ECU – The ECU is controlled, administered and provided by the Series and Long Road Racing. Any software changes will take place under the direction of the Technical Director only. Officials may inspect or replace an ECU at any time.

**16.1.8.** Oil Filter – P/N PE01-14-302B

**16.1.9. (Not Applicable)**

## **17. EQUIPMENT AND GARAGES**

### **17.1. (Not Applicable)**

### **17.2. Pit Lane Fire Equipment**

**17.2.1.** (Not Applicable)

**17.2.2.** (Not Applicable)

### **17.3. Equipment**

**17.3.1.** (Not Applicable)

**17.3.2.** All nitrogen bottles must be securely fastened and have a cage device or other container approved by the Series to protect all valves and regulators. All nitrogen bottles must be returned to the designated location at the conclusion of each on-Track Event.

**17.3.3.** (Not Applicable)

**17.3.4.** Paint or other permanent markings may not be used in the garage, on the Pit Lane surface or on the pit wall.

**17.3.5.** (Not Applicable)

**17.3.6.** Where permitted an Entrant may display one flag in its pit box, provided the flag is located behind the front face of the pit wall, is a maximum size of 5 ½ feet wide and 3 ½ feet high, and a maximum height of 14 feet off of the pit floor.

### **17.4. Garage**

- 17.4.1.** The Series reserves the right to assign transporter parking, garages, and pits.
- 17.4.2.** If garages are available, Entries may receive a parking space and a garage space limited by availability. The Series shall allocate a designated amount of space in the garage area for each Team.
- 17.4.3.** If garages are not available, the maximum parking space for each transporter and awning will be 90 feet x 30 feet. The Series reserves the right to limit the transporter and awning size based on available space.
- 17.4.4.** Entrant agrees to reimburse Event Promoter for the cost of repairing any damage to the garage area that occurs during occupancy by the Entrant.
- 17.4.5.** Tailgate cables are mandatory and must be approved by the Series.
- 17.4.6.** Tents will not be permitted to extend beyond the rear of the trailer tailgate or front bumper of the tractor.
- 17.4.7.** During the entire Event no wall, screen or other obstruction may be erected in the Garage that obscures the Car will be allowed

## **17.5. Covers**

- 17.5.1.** During the entire Event, no screen, cover or other obstruction may be intentionally placed to obscure any part of a Car.
- 17.5.1.1.** In addition to the above the following are specifically not permitted;

- a) Engine, gearbox or radiator covers while Engines are being changed or moved around the garage;
- b) Covers over springs;
- c) Parts such as (but not limited to) spare floors, fuel rigs or tool boxes may not be used as an intentional obstruction.

**17.5.1.2.** Rain covers may be used during inclement weather conditions.

**17.5.1.3.** Covers, which are placed over damaged Cars or components, are permitted.

## 18. GLOSSARY

- **ACCUS-FIA** – The Automobile Competition Committee of the United States is the ASN of FIA for the United States. ACCUS is comprised of the six (6) major motorsports sanctioning organizations (known by or within the FIA as "member clubs"): IMSA, INDYCAR, NASCAR, NHRA, SCCA and USAC. In accordance with the FIA statutes and the international sporting code, ACCUS-FIA has delegated its sporting power to the member clubs, except for FIA World Championship events.
- **Andersen Promotions** – Andersen Promotions, LLC serves as the organizer of the GLOBAL MX-5 CUP Series and its Events.
- **Approved Supplier** - A supplier of components that has been approved by INDYCAR or Andersen Promotions, in its sole and absolute discretion.
- **ASN** – The National Sporting Authority of the FIA is a national automobile club or other national body recognized by the FIA as sole holder of sporting power in a country, except that in accordance with the FIA statutes and the international sporting code, an ASN may delegate some or all of its sporting power to its member clubs. An ASN is the liaison between its member clubs, other ASNs and the FIA. An ASN prepares listings on the international calendar, issues international motorsport licenses to its citizens and foreign citizens living in the country, issues authorizations for foreign participation, and certifies and maintains domestic and international records.



- **Associate** – The firm(s), corporation(s) or other business association(s) named on an Associate's membership application approved by INDYCAR, remaining in good standing, and uniquely identified by a tax identification number. Associate includes Associate and Associate's officers, directors, members, owners, successors, assigns, agents, employees, representatives, and affiliates. Associate includes Manufacturers. Associate is responsible for Associate Group as defined in the associate's membership application.
- **Associate Group** - Associate Participant, Associate Guest and each third party Associate represents. "Associate Participant" is defined as any individual who is a Participant by reason of his or her relationship to Associate. "Associate Guest" is defined as any individual whose presence at a Track is at the invitation of the Associate.
- **Backup Car** – A spare Car an Entrant may use on Track in place of a primary Car if approved by the Series.
- **Blend Line** - The time line that decides the sequential order of Cars on Track relative to Cars exiting Pit Lane under a Yellow Condition.
- **Business Day** - Any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the state of Indiana.
- **Car** – A four (4) wheel automotive vehicle consisting of the combination of chassis, Engine, gearbox and tires. The vehicle must be supplied by Manufacturers, approved by the Series, and conform to the specifications, spirit, and illustrations in, and intent of the Rules.

- **Competitor** - A Driver, Entrant, crew member, Manufacturer or any other individual or entity who is a Member and participates competitively in an Event.
- **Current Indy Lights Series Driver** – A Driver that has participated in the current or the previous Indy Lights season and/or approved by INDYCAR.
- **Day** - The twenty-four (24) hour period within a single calendar day.
- **Discretion** - The exercise by Officials of judgment in making a determination as to the application, construction, and interpretation of the Rules; and is required because of the need for decisions that depend upon immediacy without reflection and/or that are often subjective.
- **Double-Header Race Location** – A Race Location where more than one Race is held.
- **Driver** - The individual named on a Driver's License and membership application approved by INDYCAR and issued by ACCUS-FIA (or another ASN, if applicable) and remaining in good standing. Driver is responsible for Driver Group as defined in the Driver's license and membership application.
- **Driver Group** - Driver Guest and each third party Driver represents. The term "Driver Guest" shall mean and include any individual whose presence at an Event is at the Driver's invitation.
- **ECU** – The approved and supplied engine control unit (ECU), which is the primary device responsible for the control, monitoring, and data logging of all Engine induction.

- **Engine** - An engine supplied by one of the engine Manufacturers or their designees, approved by Officials, and conforming to the specifications, spirit, and illustrations in, and intent of the Rules.
- **Entrant** - The firm(s), corporation, or other business association(s) named on an Entrant's License and membership application approved by Andersen Promotions and/or INDYCAR and issued by ACCU-FIA, remaining in good standing, and uniquely identified by a tax identification number and Car number. Entrant includes Entrant and Entrant's officers, directors, members, owners, successors, assigns, agents, employees, representatives, and affiliates. Entrant is responsible for Entrant Group as defined in the Entrant's license and membership application.
- **Entrant Group** - Entrant Participant, Entrant Guest and each third party Entrant represents. "Entrant Participant" is defined as any individual who is a Participant by reason of his or her relationship to Entrant. "Entrant Guest" is defined as any individual whose presence at a Track is at the invitation of the Entrant.
- **Entry** - An Entrant's Car and Driver combination on an Entry form displaying the Entrant's Car number and approved by Andersen Promotions for participation in a designated on-Track Event.
- **Event** – Any racing, promotional and/or entertainment or other activities associated with, sanctioned by and/or organized in cooperation with INDYCAR/Andersen Promotions or occurring at the site of, contemporaneously with or reasonably connected to said activities. Event does not include any Verizon

IndyCar Series, Indy Lights Series, or Pro Mazda, USF2000 or MX-5 Cup Championship events, as those events are covered by separate rules.

- **Event Agreement** – The agreement in effect between INDYCAR or Andersen Promotions and an Event Promoter regarding the conduct of a Race.
- **Event Promoter** – The firm(s), corporation(s) or other business association(s) named on an Event Agreement with INDYCAR or Andersen Promotions and responsible for designated operations of a Race. Event Promoter includes Event Promoter and Event Promoter's officers, directors, members, owners, successors, assigns, agents, employees, representatives, and affiliates.
- **FIA** - The Federation Internationale de l'Automobile is the sole international sporting authority entitled to make and enforce regulations based on the fundamental principles of safety and sporting fairness, for the encouragement and control of automobile competitions and records, and to organize FIA international championships.
- **Full-Season Entrant Engine Mileage** – Engine miles as allotted for a Full Season Entrant.
- **Good standing** – INDYCAR/Andersen Promotions decides good standing of an individual and/or entity by a review of:
  - Financial and/or legal status with respect to INDYCAR/Andersen Promotions and Manufacturers, and
  - Such other factors, as INDYCAR/Andersen Promotions deems relevant to the decision.

- **Grid** - The physical location where the Cars are positioned in Starting Lineup order prior to the start of a Race.
- **Headings** – The subject headings are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the Rules.
- **INDYCAR** –INDYCAR, LLC, the member club of ACCUS; the owner and operator of the Verizon IndyCar Series; and the sanctioning body for the IndyCar Series, Indy Lights Series, Pro Mazda Championship, USF2000 and MX-5 CUP Championship. "INDYCAR" is a registered trademarks with the United States Patent and Trademark Office and cannot be used without authority from INDYCAR or Brickyard Trademarks, Inc. Any reference in the Rules to "INDYCAR" is referring to INDYCAR, LLC.
- **INDYCAR Group** - INDYCAR, FIA, ACCUS-FIA, Event Promoters, other Members and the officers, directors, employees, agents, affiliates, representatives, owners, successors, and assigns of each of them.
- **IndyCar Series** - The Verizon IndyCar Series owned, operated and sanctioned by INDYCAR. INDYCAR includes INDYCAR and INDYCAR's officials, officers, directors, members, owners, successors, assigns, agents, employees, representative, and affiliates. IndyCar Series (and design) are registered trademarks of Brickyard Trademarks, Inc., used with permission. Verizon is a registered trademark of Verizon Trademark Services LLC. Any reference in the Rules to the IndyCar Series may include INDYCAR and any reference to INDYCAR may include a reference to the IndyCar Series, if the context so requires.
- **IRIS** – INDYCAR Information System is the official online communication platform for Competitors.

- **Lapped Car** - A Car that is at least one lap behind all Cars that are on the Race leaders lap.
- **License** - An authorization approved by INDYCAR and issued by ACCUS-FIA (or another ASN, if applicable) to an individual or entity to participate in a Race as a Driver, Entrant or Official.
- **Manufacturer** – The firm(s), corporation(s) or other business association(s) named on an Associate’s membership application approved by Andersen Promotions, remaining in good standing, and uniquely identified by a tax identification number. Manufacturer includes the approved chassis, tire, Engine, and transmission Manufacturers and their officers, directors, members, owners, successors, assigns, agents, employees, representatives, and affiliates. Manufacturer is responsible for Manufacturer Group as defined in the associate’s membership application.
- **MNAO** - Mazda North American Operations
- **Member** - An individual, firm, corporation or other business association entity named on an annual membership application, approved by INDYCAR, and remaining in good standing. Without limitation, each Competitor and Official must be a Member. Member is responsible for Member Group as defined in the annual membership application.
- **Member Group** - Member Guest and each third party Member represents. The term “Member Guest” shall mean and include any individual whose presence at an Event is at my invitation.
- **Non-Qualified Car** – A Car not successfully completing Qualifications. A Non-Qualified Car may be

approved by the Series to participate in a limited manner in a Race.

- **Officials** - Any and all authorized Andersen Promotions officers, employees, agents, representatives, and subcontractors. Officials specifically referenced in the Rules include:

“CEO”, Dan Andersen

“COO”, Michelle Kish

“Series Director”, Keith Dalton

“Race Director”, Vince Kremer

“Technical Director”, Jay Chapman

“Medical Director” Michael Olinger, MD, Geoff Billows, MD

“Medical Review Officer” Douglas Aukerman, MD

The CEO, Appeal Official and/or Race Director may replace any Official with another Official(s) at any time. The above-named Officials may delegate their authority in whole or in part to another Official(s) at any time.

- **Open Test** – An Open Test is a Test organized by the GLOBAL MX-5 CUP Championship to which all Entrants are invited to participate.
- **Pace Car** – An official Pace Car approved by INDYCAR/Andersen Promotions, driven by an authorized individual and used during on-Track activities.

- **Participant** - Any individual or entity along with their officers, directors, members, owners, successors, assigns, agents, employees, representatives, and affiliates that are in any way associated or connected with Track premises, Testing facilities or other approved locations or Event including, without limitation, facility owners, Event Promoters, municipalities, racing associations, sanctioning organizations, series organizers, Officials, workers, volunteers, Entrants, Car owners, Drivers, pit crew members, safety crew members, medical/rescue personnel, sponsors, Manufacturers, suppliers, designers, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all individuals in a restricted area.
- **Pit Box** - The area of the Pit Lane specified to an Entrant for service of a Car including refueling, tire changes, and repairs. This area includes both sides of the Pit Wall.
- **Pit Commitment Line** – The time line that decides if a Car is within the Pit Lane boundaries at the time of a Yellow Condition.
- **Pit Entry/Exit Lane** – The lane in Pit Lane closest to the Pit Boxes.
- **Pit Lane** - The part of the Track that leads from the Racing Surface to the Pit Boxes or from the Pit Boxes back to the Racing Surface. It has specified starting and ending points and is defined by painted lines, cones and/or other visible markings.
- **Pit Out Commit Line** - The time line that decides if a Car has followed proper procedures exiting Pit Lane. At some Tracks, the Pit Out Commit Line is the same line as the Blend Line.



- **Pole Position** - The first (1<sup>st</sup>) position in the Starting Lineup.
- **The GLOBAL MX-5 CUP Championship (The Series or Series)** – GLOBAL MX-5 CUP organized by Andersen Promotions, LLC and sanctioned by INDYCAR. GLOBAL MX-5 CUP is a registered trademark with the United States patent and trademark office and cannot be used without authority from INDYCAR or Brickyard Trademark Inc. Any reference in the Rules to The Series may include INDYCAR and/or Andersen Promotions and any reference to INDYCAR and/or Andersen Promotions may include a reference to the Series, if the context so requires.
- **Qualifications** – The process to determine the eligibility and starting position of each Car desiring to participate in a Race by ranking the Car on the basis of its performance in Qualifications
- **Qualified Car** – A Car that successfully completes Qualifications.
- **Race** - The GLOBAL MX-5 CUP race(s) occurring at an Event for which points are awarded.
- **Race Location** – A location where on-Track activities take place.
- **Race Procedure** - Is the manner in which an Event is conducted. It includes, but is not limited to, At Track Procedures described in Rule 7 (On Track Conditions, Flag Codes and Track Condition Panels, Timing and Scoring, Pit Locations/Selection, Race Start, Race Restart, Mechanical Conditions, Performance

Standards, Pit Procedures, Pit Safety Violations), and Qualifications described in Rule 8.

- **Racing Season** – All Open Tests and Race Events beginning with the first Race or first Open Test, whichever occurs earlier, and continuing through the final Race.
- **Racing Surface** - The area designated by the Race Director as eligible for use during competition. It may be formed by boundaries such as a wall or a line. It does not include grass or runoff areas.
- **Restarting Lineup** - The order of Cars on Track for the restart of a Race
- **Road Course Event** – A purpose-built permanent Track where turns are left and right-handed.
- **Rookie Driver** - A Driver is a Rookie Driver in the Series if the Driver has i) not participated in more than four (4) MX-5 Cup Races in a Racing Season or ii) participated in less than eight (8) MX-5 Cup Races in his/her career.
- **Rules** – This MX-5 Cup Rule Book, including without limitation, Engine Regulations, supplementary guidelines, Substance Abuse Policy, Social Media Policy, Style Guide, Penalty Guidelines and bulletins issued by Officials, whether containing Rules applicable only to a particular Event(s) or containing Rules of general applicability. The Rules are made available in electronic format. Because of the ability to alter the electronic format, the electronic copy issued by /Andersen Promotions controls as to any discrepancies. Notwithstanding the foregoing, Rules may be issued verbally in mandatory meetings such as Drivers meetings held during Events.

- **Season Start** – A designated date or the first Open Test or the first on-Track day of the first Race of a given calendar year, whichever comes first
- **Series** – Battery Tender Global MX-5 Cup Presented by BFGoodrich
- **Single Race Event Entrant** – An Entrant whose participation is scheduled for only one Event at a time, even if participating in consecutive Events.
- **Sporting Regulations** – Sporting Regulations are the Race Procedures of the Rules including, but are not limited to, on-Track competition such as blocking, contact, restart violations, Pit Lane infractions, qualifying interference, local yellow performance reduction expectation, Track boundary infraction, packing up under Yellow Condition or failing to pace; however, it does not include technical, operations or off Track competition such as Engine Regulations, Aero Kit Regulations, and Substance Abuse Policy violations. The Race Stewards shall determine violations of the Sporting Regulations of the Rules during qualifying and Races.
- **Start/Finish Line** - The areas of a Track specified by INDYCAR to decide the start, lap completion, and/or completion of an on Track activity. If applicable, it may extend across and include Pit Lane.
- **Starting Lineup** – The order of Cars on Track for the start of a Race.
- **Street Course Event** - A purpose-built temporary Track where turns are left and right-handed.
- **Team** – One or more Entrants under common ownership and/or control as determined by /Andersen Promotions.

- **Test** - Any period during which a Member conducts any Testing.
- **Testing** - The use of the approved chassis, Engine, gearbox and Tires, separately or in any combination during a period other than practice, qualifying or a Race.
- **Tire(s)** - Tires supplied by BFGoodrich, approved by the Series, and governed by these Rules.
- **Track** – The area including without limitation the Racing Surface, pit entrance lanes, Pit Lane and pit exit lanes located between the outer and innermost retaining walls.
- **Track Condition** – The status under which on-Track activity is conducted.
- **Unapproved Engine Change-Out** - An Engine change not approved by the Series and subject to a penalty.
- **Use** – This is defined as being propelled under power generated by the Engine.