

## **PREFACE**

A World Racing Group event is a competitive racing event which is intended to be conducted and officiated in accordance with the rules herein. These rules provide the guideline for all events. The rulebook may be amended from time-to-time and special rules may be published and/or adjusted at any event with the participants receiving prior notification. By participating in these events, all participants agree to comply with these rules and regulations.

The rules are not intended to express or imply the warranty of safety as a result of publication of, or compliance with the rules and regulations as stated herein. The rules are intended to offer a guideline for the conduct and officiating of an event.

The Supervisory Official shall be empowered to permit any reasonable and/or appropriate amendment from any of the specifications and/or procedures herein or impose any further restrictions that in their opinion does not alter the minimum acceptable requirements. Revisions to the rules are not intended to express or imply the warranty of safety shall not result from any such deviation or restriction of the specifications, rules and/or procedures. Any interpretation of, or deviation from, these rules herein, are left to the discretion of the racing officials and their jurisdiction is final.

Any equipment changes, alterations to existing parts and/or performance enhancing changes to previously approved parts or equipment must be approved in writing prior to introduction into competition.

Supervisory Officials reserve the right to immediately determine the legality and use of any equipment that has not received prior written approval for introduction into competition.

It is ultimately the obligation of each participant to ensure their conduct and equipment complies with all the applicable rules, as they may be amended from time-to-time. The rules are in no way a guarantee against injury and/or death to participants, spectators, officials and/or others.

## **Preface in regard to weekly sanctioned racing and officiating:**

A DIRTcar weekly sanction and/or DIRTcar Sanctioned event does not provide for any direct or indirect supervisory authority by DIRTcar over the conduct of the events, the condition of the facility, or the interpolation or applicability of any track rules that differ from that of the DIRTcar Rulebook as set forth herein.

## **Chapter 1 - World Racing Group Rules**

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### **Section 1 - Definition of Terms**

The following terms, which appear periodically throughout this rulebook, have the following meanings:

**World Racing Group - WRG** - The trade name and registered trademark of the World Racing Group

**Rulebook** - The rules in this Rulebook, as they may be amended from time-to-time as provided.

**Officials** - Persons employed by World Racing Group and appointed by World Racing Group to officiate as an employee or independent contractor at an event.

**DIRTcar Track Officials** - Persons who are appointed by the sanctioned track to conduct the competition. Authority is dictated by the position and is limited to the scope of the duties as dictated by sanctioned track promoters.

**Supervisory Officials** - The officers, employees and/or agents of World Racing Group as designated. World Racing Group may designate additional 'Supervisory Officials' in a bulletin and/or verbally from time-to-time.

**Member** - An individual who has been accepted by the World Racing Group as a Member pursuant to the rules and whose membership has not expired, been suspended, cancelled and/or terminated.

**Event** - A DIRTcar sanctioned event. The event includes the race and all ancillary activity leading up to and following the conclusion of the event, including registration/sign-in, inspection (pre- and post-race), participant meetings, hot laps, qualifying, heat races, last chance showdowns and features. It includes events affected by inclement weather and/or postponed dates related thereto.

**Promoter** - The individual, partnership, corporation, joint venture and/or other legal entity that, in connection with the Event, is designated as the "Promoter" in the executed Sanction Agreement for the Event.

**Competitor** - A driver, car owner, crew member and/or any other person (other than a World Racing Group Official) who participates competitively in a DIRTcar sanctioned racing Event. Whenever the words Competitor, driver, car owner, mechanic, team member and/or crew member are used unless the context indicates otherwise, the term used shall be interpreted to include any driver, car owner, crew member and/or other person assigned to or a member of the same racing team.

**OEM** - Original Equipment Manufacturer.

**E.I.R.I.** - Except in Rare Instances. Referencing an occasion or circumstance that may not be contemplated and may require an adjustment, addition or revision to the posted Specifications and Procedures.

## **Section 2 - World Racing Group Rules**

**Effective Date** - The Rules are effective upon the date of publication by the World Racing Group for any division and/or event, regardless of when a Competitor receives actual notice. "Date of Publication" of the Rules or any amendments thereto is the earliest of distribution from World Racing Group headquarters and/or release to the press.

**Amendment** - The World Racing Group rules may be amended by publication of an amendment in a bulletin or during series drivers' meetings and/or competitor meetings pursuant to the authority of World Racing Group officials. An amendment is effective upon the date of the publication, regardless when a competitor receives the actual bulletin.

**Applicability** - World Racing Group issues various rulebooks, each of which includes in its title reference to a particular World Racing Group sanctioned series or type of event. The rules in

each Rule Book are applicable to the Series and/or type of Event set in the title of that Rule Book.

**Interpretation and Application** - If there is a disagreement or dispute regarding the meaning or application of the rules, the interpretation and application of the Officials at the event will prevail.

**Principal Rule of Interpretation and Application** - The rules are intended to ensure that sanctioned events are conducted in a manner that is as fair as possible for all competitors, consistent with prompt finality in competition results. On occasion, circumstances will be presented that are either unforeseen and/or otherwise extraordinary, in which strict WRG rules may not achieve this goal. In such rare circumstances, the Officials, as a practical matter, may make a determination regarding the conduct of an event, the eligibility of a Competitor or similar matters that are not contemplated by or are inconsistent with the World Racing Group rules, in order to achieve this goal. From time-to-time in particular rules, Official Entry Blanks, Bulletins and elsewhere, World Racing Group may use the term "EIRI" meaning "Except in Rare Instances" to indicate the likelihood that such a determination may be made.

**Finality of Interpretation and Application** - The interpretation and application of the Rules by Officials at the event shall be final and non-appealable, except as provided in Chapter 1 Section 9 of the rulebook herein. ALL MEMBERS, INCLUDING COMPETITORS AND OFFICIALS, EXPRESSLY AGREE THAT DETERMINATIONS BY WORLD RACING GROUP OFFICIALS AS THE APPLICATION AND INTERPRETATION OF THE RULES ARE NON LITIGABLE, AND THEY COVENANT THAT WILL NOT INITIATE OR MAINTAIN LITIGATION OF ANY KIND AGAINST THE WORLD RACING GROUP OR ANYONE ACTING ON BEHALF OF THE WORLD RACING GROUP, TO REVERSE OR MODIFY SUCH DETERMINATIONS OR TO RECOVER DAMAGES OR TO SEEK ANY OTHER KIND OF RELIEF AS A RESULT OF SUCH DETERMINATIONS, UNLESS THE OFFICIALS MADE SUCH DETERMINATIONS FOR NO PURPOSE OTHER THAN A BAD FAITH INTENT TO HARM OR CAUSE ECONOMIC LOSS TO THE MEMBER, COMPETITOR OR OFFICIAL. IF THE MEMBER, COMPETITOR OR OFFICIAL INITIATES OR MAINTAINS LITIGATION IN VIOLATION OF THE COVENANT, THAT MEMBER, COMPETITOR OR OFFICIAL AGREES TO REIMBURSE WORLD RACING GROUP FOR THE COSTS OF SUCH LITIGATION, INCLUDING ATTORNEY'S FEES. EACH MEMBER, COMPETITOR OR OFFICIAL FURTHER COVENANTS THAT IN ANY LITIGATION BROUGHT AGAINST WORLD RACING GROUP FOR ANY REASON, IF THE LITIGATION IS NOT DISMISSED PURSUANT TO THIS COVENANT THE MATTER WILL BE TRIED BEFORE A JUDGE OF COMPETENT JURISDICTION AND HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN SUCH ACTION.

**Special Rules** - Special rules may be made by the World Racing Group Officials for an event. Such special rules shall apply to the conduct of the event if they are published or announced

prior to or during the event by means of Bulletin, newsletter, telephone, electronic distribution and/or pre-race meeting.

**Product Approval Policy** - Any new components, including engine components, body designs, frame designs and/or components of any type utilized in competition must be approved by World Racing Group and/or DIRTcar Supervisory Official prior to being introduced into competition.

- Any manufacturer seeking approval of parts or components must contact the series technical director for the approval process.
- The manufacturer will be notified of the decision.
- Submitted part(s) may not be introduced into competition prior to WRG Approval Notification.

### **Section 3 - Memberships**

#### **A. Membership Eligibility**

- a. DIRTcar may, but is not required to accept as a member, any individual or business entity interested in racing so long as the individual entity has properly and truthfully filed a DIRTcar membership application, has agreed to abide by the rules and paid the required fee as prescribed for membership.
- b. Once a membership application has been completed, signed and approved, the member agrees to remain a member in good standing
- c. Any membership may be terminated involuntarily and/or suspended.
- d. The membership will expire each calendar year on the final day of the year.
- e. Any expiring and/or new member is required to complete the required application for membership acceptance for the new calendar year beginning on January 1.

#### **B. Platinum and Gold Member Status**

- a. Each calendar year teams that compete within the Series may be selected to compete as a Platinum Team Member as part of the Series. The teams that are selected will be required to submit and complete all proper documentation. Platinum Team Members may lose their status if they are in violation of any part of the Agreement, which includes the rules as stated herein.

#### **C. Competitive Eligibility**

- a. All drivers competing in on-track activity at any event, including but not limited to practice, qualifying, qualifying races and/or the race, must sign a participant waiver form at the designated registration area prior to any on track participation in any DIRTcar sanction event.

- b. Member agrees that all decisions of World Racing Group race officials, or track officials, regarding the interpretation and application of the World Racing Group and/or Series rules, regulations and the scoring of positions (race day decisions), shall be non-litigable. Any disputes regarding the interpretation and application of the DIRTcar RACING rules, regulations and the scoring of positions shall be fully and finally adjudicated by an independent Appellate Board to be promptly created by DIRTcar RACING, promoters, team owners, drivers, and crew members, and subject to the DIRTcar RACING Appeals Process and Regulations. Member further covenants and agrees that member shall not, directly or indirectly, on behalf of myself, and my (as applicable) successors, heirs, employees, employers, teams, team owners, assigns, guarantors, guardians, agents, members, shareholders, affiliates and attorneys, initiate any type of legal action against DIRTcar RACING, or a DIRTcar RACING promoter, or their respective affiliates to challenge such decisions, to seek monetary damages, to seek injunctive relief or other equitable relief, or to seek any other type of legal remedy. Member agrees that the sole remedy is the pursuit of an appeal of the decision of the Appellate Board in this regard. Member understands that if Member pursues such legal action, which expressly violates this provision, then (i) Member expressly agrees to reimburse DIRTcar RACING and/or DIRTcar RACING promoter, for all of its attorney's fees and costs in defending against such legal action, and (ii) any suspension Member is under at the commencement of such legal action will be extended for the length of time such legal action was in violation of this provision, such extended suspension time to begin after such legal action has been fully dismissed.

D. Membership Cards

- a. All Members in good standing, who carry a Membership Card, will be admitted into the pits at the announced price for the event. Membership Cards must be presented for any discounted price, if any.
- b. Each Member is responsible for lost or unauthorized use of the Membership Cards and/or "Series Credentials". Each time a Card is requested to be replaced a \$150 fee may be charged.
- c. "Affiliate Members" including Corporate Sponsors, Media, Vendors and guest cards and/or any other valid membership card may not be used by any race participants, team members, relatives and/or friends of participants.
- d. Series Credentials shall be issued to "approved" Members and may not be transferred. A Series Credential does not imply or complete the Membership Application and Approval

- e. Any misuse of the Membership Card(s) will result in the Card being revoked from its listed member.

#### E. Minimum Requirements

- a. To be approved, secure and maintain a driver's membership, a member at minimum must:
  - i. Be and remain in compliance with the World Racing Group Substance Abuse Policy as stated in section Chapter 1 Section 10.
  - ii. Failure to meet any criteria may result in an indefinite suspension of your DIRTcar license from any sanctioned DIRTcar racing event.
  - iii. Participant Age Requirements (for all divisions except DIRTcar 410 Sprint Car including World of Outlaws Sprint Car Series) (see D):
    - 1. Age 18 and older with approved membership.
    - 2. Ages 16 and 17 must complete minor release for track admittance.
    - 3. Ages 15 and under must complete the Youthful Competitor Application (see vi) for consideration to participate as a driver. Application shall be received 7 days prior to the event.
  - iv. Sprint Car Requirements
    - 1. Minimum age for participation in a DIRTcar 410 Sprint Car including World of Outlaws Sprint Car Series is 16.
    - 2. Drivers Ages 16 and 17 must complete the Youthful Competitor Application (see vi) for consideration to participate. Application shall be received 7 days prior to the event.
  - v. Track and/or state regulations may establish additional minimum age requirements.
  - vi. Youthful Competitor Application Requirements
    - 1. Complete the "Youthful Competitor Application" requesting to compete in the appropriate Series and/or Event(s), in addition to any additional requirements.
    - 2. Execute and deliver to DIRTcar such authorizations, releases, applications, consents, waivers, resumes and other documents as may be required.
    - 3. Following completion of all documentation, waivers, consents, resumes, other documents and/or training modules, a driver must be approved by a WRG Supervisory Official for competition before eligible to participate in any sanctioned event.
    - 4. Application shall be received 7 days prior to your first event.
  - vii. Restrictions

1. Any driver who possesses a current DIRTcar Late Model and/or UMP Modified membership license will not be permitted to compete in any DIRTcar sanctioned Stock Car, Pro Stock and/or Street Stock event in the current season without permission from the DIRTcar Official and/or DIRTcar track promoter.
2. Any driver who possesses a current or previous year DIRTcar Big Block Modified and/or 358 Modified membership licenses will not be permitted to compete in any DIRTcar sanctioned Sportsman Modified, Pro Stock and/or Stock Car event without approval by a WRG Supervisory Officials.
3. A Pro Stock and/or Sportsman driver may race in a DIRTcar Big Block Modified and/or 358 Modified sanctioned with approval by a WRG Supervisory Officials and completion of appropriate license application.

#### **Section 4 - Conduct**

##### **A. General**

- a. All Members agree to act in a professional manner as determined by World Racing Group Officials. The professional manner includes, but is not limited to verbal representation, social media, text messages, written representation, any representation that may represent the sport of racing and/or motorsports in general and/or any affiliates.
- b. Unless otherwise authorized, all Members must arrive at races in a timely manner prior to the drivers meeting so that they may participate in the entirety of the racing event. Failure to comply may result in disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials.
- c. Members will not be permitted to compete and/or participate while under the influence of any alcoholic beverages and/or illegal substances. If a member is found to be participating in such a manner an immediate suspension of Membership will be activated as per the definition of the rules in Chapter 1 Section 10.

##### **B. During an event, any member, a competitor, crew chief, car owner, crew member and/or team representative may be requested to report to the Officials Command Center for consultation with officials. The request may be communicated over the one-way radio and/or verbally. Failure to comply will be subject to fine and/or suspension and/or any other action deemed appropriate by Officials.**

##### **C. Parking**



- a. As a disciplinary or preventive action, a driver and/or race team may be parked during any DIRTcar Racing event. Parking is a directive from a supervisory official to cease competition and may include a set number of laps and/or complete event(s) and/or future events in order to promote the orderly conduct of the event. Parking will not be construed and/or deemed to be a disqualification and/or suspension and/or other “penalty” as referenced in Chapter 1 Section 7 and is not appealable under Chapter 1 Section 8 & 9 of this rule book.

### **Section 5 - Series Championship**

- A. Points will be awarded to drivers based upon their finish in each race as set forth in Chapter 2 Section 6 of this rulebook.
- B. The Champions and top finish positions will be awarded championship prize money at the season ending banquet, as posted, based upon their cumulative point total for the series.
- C. Banquet attendance is mandatory for Participants, unless extenuating circumstances present themselves, for the receipt of point fund and/or any bonus post season awards. Platinum and Gold Teams participation shall be covered within the series agreement.
- D. Rookie Status
  - a. A “rookie” is determined by the criteria as set forth by World Racing Group Officials.
  - b. To be eligible a driver must submit his declaration for Rookie of the Year prior to the 15th event of the current season or April 15th, whichever may come first, to receive approval to participate for the award.
  - c. The parameters for eligibility will include but will not be limited to; any competitor that has never competed in an entire previous season; any competitor may not have won more than five (5) declared Series races (qualifying and/or features) in their career; have exceeded a maximum of three (3) declarations of intent to participate for Rookie of the Year in any prior seasons and/or competed in 50% or more series events in a single season.
  - d. The minimum number of races to be eligible for the Rookie of the Year Award will be 75% of the scheduled races as of the season opener, although those competitors not competing in 75% of the scheduled races will remain in the accumulated standings.
  - e. The Rookie of the Year Standings will be maintained based on the series points.
  - f. An Eligibility Panel will endorse Rookie of the Year candidates following the declaration(s). The Rookie of the Year Award will not be based solely in regard to on track performance. The Eligibility Panel will include: The Series Director, Race Director, Series Public Relations, World Racing Group Senior Management. The

vote will be determined by a simple majority. Ties will be broken by another vote.

### **Section 6 - Medical and Unforeseen Circumstance Exemption**

(This section does not apply to DIRTcar Racing weekly sanctioned events not listed.)

- A. Any Platinum or Gold Member Driver that is injured in a World of Outlaws or DIRTcar Series event and unable to compete as a result, that team will be granted a medical exemption. The driver may be required at the discretion of the World Racing Group Officials to produce medical documentation.
  - a. In the event of driver medical exemption, the team has a 6-race (or 14-day) grace period, whichever occurs first, to field a replacement driver. If a replacement driver is not named within the specified time period, the team could forfeit their benefits to include but not limited to owner's points if applicable, year-end awards and/or the provisional starting positions for the next season.
  - b. Platinum or Gold Member Drivers will receive 90 show-up points per each event until the driver has the ability to resume his/her driving duties. For Super DIRTcar Series drivers will receive 10 show-up points (or 20 points in a 150-point scale event.)
  - c. Platinum or Gold Member Owners will receive show-up points per each event that the team/driver is absent over the course of the specified time as stated in Chapter 1 Section 6.
  - d. The medical exemption period may be extended due to extenuating circumstances. Medical documentation must be submitted to and approved by World Racing Group Officials prior to any granted extension of any medical exemption.
- B. Any Platinum or Gold Member Driver and/or Team unable to attend an event because of any unforeseen circumstances, as determined by Officials, may receive 75 circumstance show-up points per race. The grace period allotted for this circumstance is 6-races or 14-days, whichever occurs first. Benefits may cease after this time period. During the grace period, any involved driver or team participating in a non-sanctioned event will immediately lose all Benefits. Super DIRTcar Series may receive 10 show-up points (or 20 points in a 150-point scale event.)
- C. As determined by Supervisory Officials, 90 show up points may be awarded to any Platinum or Gold Driver or Team in good standing that is physically present at an event but is unable to compete. The grace period allotted for this circumstance is 6-races or 14-days, whichever occurs first. Benefits may cease after this time period. During the

grace period, any involved driver or team participating in a non-sanctioned event will immediately lose all Benefits. For Super DIRTcar Series drivers will receive 10 show-up points (or 20 points in a 150-point scale event.)

## **Section 7 - Penalties and Fine Schedules**

We are the top Racing Series in North America and expect its members to conduct themselves in a professional manner at all times during any event and/or when representing the series. Team owners are solely responsible for the conduct of their drivers and/or team members and/or anyone connected to or affiliated with that owner's team regardless of their DIRTcar Membership Status. All fines that are listed in Chapter 1 Section 7 are in regard to the initial penalty. Multiple infractions of the same type will increase the severity of the penalty.

- A. All fines may be collected from prize money on the day of the infraction. If the competitor has not won appropriate money, the fine must be paid in full before the car and/or driver participates in another sanctioned event.
- B. Any member and/or participant that attempts to and/or does physically abuse any event official, including pushing, punching, touching, grabbing and/or grabbing the official's equipment, etc., will be subject to penalty and/or disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials.
- C. Any member and/or participant that verbally abuses any event official will be subject to penalty and/or disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials.
- D. Unsportsmanlike conduct or participating in any action or activity considered detrimental to DIRTcar racing or a DIRTcar sanctioned track, at any sanctioned event or on social media, by drivers, owners and/or pit crews shall be grounds for disqualification and/or punitive action by DIRTcar Racing.
- E. Any member and/or participant that goes into another competitor's pit area and/or to another competitor's car and becomes involved in any type of altercation will be subject to penalty and/or disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials.
- F. Any member and/or participant involved in an altercation that results in physical contact will be subject to penalty and/or disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials.
- G. Any member and/or participant who drives or causes to be driven: a race car, pit mule, ATV, 4-Wheeler, personal vehicle or transporter in a dangerous and aggressive manner

will be subject to penalty and/or disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials.

- H. Any member and/or participant who goes out onto the racing surface without permission under a controlled period will be subject to penalty and/or disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials.
- I. Any member and/or participant that attempts to push and/or start their racecar from the wrong area and/or does not stop in the designated area as to cause undue confusion and/or delay will be subject to penalty and/or disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials.
- J. Any member and/or participant who fails to stop for and/or allow post-race inspection will be subject to penalty and/or disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials.
- K. Any member and/or participant that attempts to drive roughly and/or hits another competitor unnecessarily will be subject to penalty and/or disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials.
- L. Any driver that exits the race vehicle on the race surface without permission under a controlled period will be subject to penalty and/or disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials.
- M. Any member and/or participant who ignores a flag or official signal will be subject to penalty and/or disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials.
- N. Unless instructed to do otherwise the top three (3) finishers from the Feature, after being weighed, must proceed directly to victory lane. Failure to do so will result in penalty and/or disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials. Extenuating circumstances may be considered.
- O. Drivers who have qualified for Dash Draws, and /or Redraw Ceremonies, must attend as directed and participate. Failure to attend will be subject to penalty and/or disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials. Extenuating circumstances may be considered.

- P. Any member and/or participant that violates any technical rule as presented within the rulebook and/or issued in a written bulletin will be subject to penalty and/or disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials.
- Q. Any member and/or participant that attempts to use illegal fuel will be subject to penalty and/or disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials.
- R. Any member and/or participant that attempts to or uses an illegal engine will be subject to penalty and/or disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials.
- S. In the event of any illegal internal modification to any W16 Engine, DC18 engine, and/or DIRTcar GM Spec Engine and/or tampering of any manufacturer and/or DIRTcar seal will result in the following penalties.
- a. a maximum of a 1-year suspension or a determined amount of racing events and/or indefinite probation period and;
  - b. the engine will be confiscated and not returned and;
  - c. **a maximum penalty of up to \$5,000;**
  - d. loss of all earnings based for the race night, and including but not limited to race night points, point fund awards and/or or race winnings.
  - e. Any cost incurred for verification (if a track/tech inspector asks for said motor to be pulled for verification a written form must be signed by the race team being checked, failure to do so will result in immediate disqualification.)
  - f. **Failure to surrender the engine will result in an admission of guilt and incur a \$5,000 fine for 602 engines, \$15,000 for W16 engines, \$12,200 for DC18 engines and \$6,400 for a 604 engine.**
  - g. The penalty including fine and suspension may include the driver, crew chief, the car and car owner as stated in the penalty notice.
- T. In the event the driver is suspended from a division utilizing the W16 engine, DC18 engine and/or DIRTcar spec engine, the driver may be offered the opportunity to move up in division to continue participation after serving the suspension and payment of the fine.
- U. Any member that attempts and/or is found to be using tires that are found to be illegal in any manner will be subject to disqualification and/or fine and/or suspension and/or loss of points and/or any other action deemed appropriate by World Racing Group Supervisory Officials.
- V. The minimum penalty for any tire that does not meet the benchmark will be as follows:
- a. Disqualification from the event and;

- b. A fine up to 1,000 championship and track points and;
- c. Return of all earned purse and/or reward money from the event and;
- d. A fine up to equal the purse money awarded for the event with a minimum fine of \$2000 and;
- e. A minimum suspension of 1-month minimum or 4 races, up to six (6) months in duration and;
- f. Any cost incurred for testing
- g. The penalty including fine and suspension may include the driver, crew chief, the car and car owner as stated in the penalty notice.

### **Section 8 - Protests**

- A. All protests must be turned into the World Racing Group Supervisory Official within thirty (30) minutes of the checkered flag and/or conclusion of the race.
- B. The protest fee (cash or check) must be paid at the time of the protest.
- C. Only the car owner, driver or team representative of the car may submit an official protest.
- D. Any refusal of inspection and/or non-compliance during an official protest will be subject to penalty and/or disqualification and/or fine and/or suspension and/or legal action and/or any other action deemed appropriate by World Racing Group Supervisory Officials.
- E. If the car protested is found legal, the protesting fees will be released to the protested team less the protest filing fee. Lab and machine shop fees incurred shall be paid by the person filing the protest.
- F. If the car protested is found to be illegal, the protesting fees will be returned to the team filing the protest less the filing fee. Lab and machine shop fees incurred will be paid as part of the penalty.
- G. Any altercation relating to an incident with Officials and/or any other racing participants regarding the protest by the team filing the protest will nullify the objection.
- H. PROTESTING FEES: (Figures in parentheses are filing fees):
  - a. Motor Tear Down involving cylinder head removal and inspection \$750 (\$75)
  - b. Fuel test including chemical analysis \$500 (\$50)
  - c. All other technical protests \$500 (\$50)
  - d. GM Performance Engines and/or W16 motor tear down involving cylinder head removal and inspection of cylinders and other internal components including camshaft and/or crankshaft \$1,000 (\$100) (DIRTcar Racing and/or World Racing Group Supervisory Officials reserve the right to declare where, when and who will inspect the engine)
  - e. Tire Protests \$500 (\$50) minus filing fee and lab fees

- I. TIRE PROTESTS: Tire protests may involve any tire. The fee will be \$500 (\$50) per tire. The protest will require the confiscation of the tire(s) protested. The tire(s) involved in the protest will be shipped by World Racing Group to the authorized laboratory for benchmark testing. The determination of the facility will be final and non-appealable
- J. Any Official (World Racing Group, DIRTcar Racing or otherwise) reserves the right to accept or deny any protest based on their sole discretion. Grudge protests and/or any protest that are not in the spirit of good standing will be denied.

### **Section 9 - DIRTcar Member Appeal Commission**

World Racing Group has established an independent Board to hear and review any penalty determination by MEMBER drivers and owners in a sanctioned event, that has been deemed appropriate for appeal. Only DIRTcar licensed MEMBERS in Good Standing during the current calendar year have the right to appeal.

#### **A. Jurisdiction**

- a. The DIRTcar Member Appeal Commission may hear appeals of any penalty determination made pursuant to any of the World Racing Group rulebooks.
- b. Only the Member, as the named party to the penalty, shall be able to make a written request for an action to the DIRTcar Member Appeal Commission.
  - i. Requests, Appeals, Demands, or correspondence from third parties or any other person, entity, agent, or representative, that is not the named Member as identified in the Penalty Notice, shall not be accepted except as presentation within the administrative hearing process.
  - ii. If a third party submits an appeal request it will subsequently be denied and not be considered as a request.
  - iii. The written appeal must be received within 7 calendar days of the issuance of the penalty.
  - iv. A \$250 non-refundable hearing fee must accompany the written request
- c. The written request and the scheduled fee must be hand delivered via an international recognized courier (the Appellant must obtain and retain a receipt showing the date of deposit with courier) to the following for the appeal hearing to be processed:
  - i. C/O - DIRTcar Member Appeal Commissioner  
World Racing Group  
7575-D West Winds Blvd.  
Concord, NC 28027

- d. Electronically, verbally, or any other type of appeal, including without limitations, faxes, e-mails, and voicemails will not be accepted and processed as an official appeal to the World Racing Group Appeal and Rules Commission

#### A. Commission Members

- a. The Chairman of the Commission will be appointed upon approval of the Board of Directors of the World Racing Group. The Chairman shall be an administrative member and will designate an alternate Chairman who shall, in the event of death, retirement, or incapacity of the Chairman, perform the duties of the Chairman until the Board of Directors of the World Racing Group appoints a new Chairman or the Chairman is able to resume his/her duties.
- b. From time-to-time Commission Members may vacate the board, be added and/or adjusted at the discretion of the DIRTcar Member Appeal Commission Chairman.

##### i. Commission Members

1. Jeff Nuckles
2. Cory Reed
3. Paul Kirkland
4. John Darby
5. Bob Sargent
6. Erica Bicknell
7. Eric Huenefeld
8. Scott Woodhouse
9. Steve York
10. Larry Kemp
11. Daniel Grill
12. Pete Chuckta
13. Alan Kreitzer
14. Rollie Helmling
15. Scott Boyd
16. Gregg McKarns
17. Mark Mockovak

#### C. Meetings

- a. The Commission shall meet at such places and at such times as are necessary for the efficient and prompt disposition of its business. Three (3) members, including the Chairman, constitute a quorum. Meetings may take place with members participating via telephone, teleconference, videoconference, computer conference, in person and/or any other forum as designated by the Chairman.

#### D. Hearing Procedures



- a. In order for an appeal to be presented to the DIRTcar Member Appeal Commission, the appellant must have standing to appeal. Any decision determined as non-appealable and final during any sanctioned event by Officials employed and/or contracted by the World Racing Group will be considered as a final decision that is non-appealable. Standing is defined as subject matter that is being appealed is not precluded by any Rules as set forth by the sanctioning body and/or specific event and that the appellant has actually been penalized by a decision that is specifically issued to the appellant.
- b. The DIRTcar Member Appeal Commission will establish and communicate the most appropriate procedure and/or manner for hearing any particular appeal and shall inform all involved parties how to proceed prior to the hearing. Members/appellants may appear in person at hearings before the Commission (but not through a representative or attorney).
- c. When conducting a hearing and deciding an appeal, the DIRTcar Member Appeal Commission shall not be bound by technical or formal rules of evidence and/or procedure, except as otherwise provided herein, but shall conduct its proceedings in the manner best suited to establishing the relevant facts and the merits of the parties' positions.
- d. Unless contacted by a member of the Commission, the appellant, any competitor, the car owner, car sponsor and/or any other representative(s) involved, may not discuss the subject matter of the appeal hearing with any Commission Member, including the Chairman, outside of the hearing.
- e. All appeals shall be docketed when received via courier to the Chairman of the DIRTcar Member Appeal Commission and shall be set for hearing at an appropriate time and location as determined by the Commission Chairman.
- f. The Commission may require/summon, either orally or in writing, in its sole discretion any World Racing Group member and/or official to testify in and/or at a hearing. Any member who is required / summoned to testify and refuses or fails to appear and/or testify may be subject to indefinite suspension or other disciplinary action as deemed appropriate by the DIRTcar Member Appeal Commission.
- g. If the DIRTcar Member Appeal Commission finds any Member and/or Official to be "in contempt" during a hearing, the Member and/or Official may be subject to indefinite suspension or other disciplinary action as deemed appropriate by the DIRTcar Member Appeal Commission.
- h. In the event that the Chairman and/or Commission Member is involved in the appeal the Chairman and/or Commission Member shall disqualify themselves

from participating as a Commission Member on the appeal and the remaining Members of the Commission shall select a replacement.

- i. A majority of the members of the Commission / Quorum must concur to modify any penalty (including, but not limited to, imposing different or increased penalties) or determine any appeal. If a majority cannot agree on the action, the appeal shall be referred to the Chairman of the DIRTcar Member Appeal Commission for decision.
- j. In each appeal the relevant item shall be the accuracy of the decision by the Official(s) in light of the facts and not the results and/or ramifications of the ruling.
- k. If the DIRTcar Member Appeal Commission determines that the proceedings in respect to any appeal have been instituted or continued without reasonable grounds, the cost of such proceedings shall be assessed against the Appellant who instituted or continued such proceedings.
- l. The DIRTcar Member Appeal Commission shall have the right (and will) publish the judgment of the Commission and the names of the parties involved. A party shall have no claim or cause of action of any kind against the World Racing Group, the DIRTcar Member Appeal Commission or the publisher.
- m. If the appeal involves a component of any racing vehicle, equipment and/or any other technical element, the piece(s) will be placed into a chain of custody, until the DIRTcar Member Appeal Commission has heard the appeal and made a decision. A receipt will be given to the Appellant regarding the piece(s) until the conclusion of the hearing. The piece(s) may be confiscated following the hearing as per the determination of the DIRTcar Member Appeal Commission.
- n. Execution of Penalty and Pending Appeal
  - i. At the request of the affected Member, the World Racing Group Commission Chairman may determine in the interest of all involved parties that the penalty under review shall be temporarily deferred until the appeal of such penalty has been resolved. Otherwise, the penalty shall be executed promptly. If the Commission temporarily defers execution of the penalty, but later denies the appeal in whole or in part, it may reinstate the original penalty as of the date of issue of the original Penalty and/or Penalty Notice, or take such action as it deems appropriate to effectuate in whole or in part the Penalty and/or Penalty Notice, including disallowance of finishing position, points, or prize money otherwise earned in any Event during the period of temporary deferral of the penalty.
- o. Execution Steps for Hearing

- i. The decision of the official(s) being appealed shall be put into the record.
  - ii. The contents of the written appeal shall be put into the record.
  - iii. The Appellant will put forth their statement to the World Racing Group Commission Chairman and present Commission Members presenting any witness(es) and/or other elements regarding their appeal.
  - iv. The official(s) will put forth their statement regarding the decision and issuance of the appealed penalty to the World Racing Group Chairman and present Commission Members presenting any witness(es) and/or other elements regarding their appeal.
  - v. The Appellant will be permitted to present any rebuttals, additions to the records and/or summations to the World Racing Group Commission Chairman and present Commission Members.
  - vi. The official(s) will be permitted to present any rebuttals, additions to the records and/or summations to the World Racing Group Commission Chairman and present Commission Members.
  - vii. At any time during the hearing at the discretion of the World Racing Group Chairman and/or present Commission Members may request information of anyone present at the hearing.
  - viii. At the conclusion of the hearing, the World Racing Group Chairman and/or present Commission Members will deliberate in private and make any determination, decision and/or recommendation regarding the presented appeal by a majority vote of those members present. The World Racing Group Commission may:
    - 1. reverse the decision
    - 2. modify to increase or decrease penalty
    - 3. uphold the original issued penalty
  - ix. All interested parties shall be reasonably notified of the Board's decision.
- p. Bond for Costs
- i. The World Racing Group Commission may require the Appellant to post a sufficient bond to cover the costs of the appeal or any reasonably foreseeable economic impairment presented to the World Racing Group or other Member(s) that might be caused by the appeal. If such a bond is required, its form and substance will be in the discretion of the World Racing Group Commission Chairman.
  - ii. The administrative remedies for any appeal included here represent the complete and final process. If the appealing member seeks remedy through the court systems, the member agrees to the exclusive jurisdiction of the courts in Charlotte, North Carolina for the adjudication

of any suit, action or proceeding. All costs and expenses incurred by WRG in responding to the action (including attorneys' fees) shall be borne by the appealing Member.

- iii. If the member initiates within any court whether administrative appeal commission process is completed or in process a suspension penalty, if applicable, may be extended by the time passed to reach the final resolution of the administrative appeal panel and/or any court action.

q. Finality

- i. An appeal hearing will be 'heard' if the Chairman, in his sole discretion, determines that the Appellant(s) request is appealable. Matters that will not be heard include; matters where there are no triable facts, frivolity, lack of standing, matters which are not subject to protest or appeal pursuant to the rules, appeals filed in any form of harassment and/or any appeal determined as 'non-appealable' by the World Racing Group Commission Chairman.
- ii. The determination of the World Racing Group Commission at the conclusion of any hearing is final and is not for appeal and/or further mediation.

E. Chairman Potestas

- a. In the event that the World Racing Group Commission does not reach a conclusion and/or the appealing member in good standing requests an additional hearing, then the Commissioner may be considered for assistance and/or a second appeal, Acceptance of the appeal will be at the sole decision of the Chairman Potestas without further board involvement.
  - i. If the Member requests an additional hearing, the Member shall make a written request for such action to the Commissioner Potestas within seven (7) days of the conclusion of the originating hearing.
  - ii. The written request must be accompanied by a \$1,000 non-refundable fee.
  - iii. The written request and the scheduled fee must be hand delivered via an international recognized courier (the Appellant must obtain and retain a receipt showing date of deposit with courier) to one of the following for the final appearing hearing to be processed:  
C/O – World Racing Group Appeal Post - Commissioner Potestas  
Corporate Headquarters  
7575-D West Winds Blvd.  
Concord, NC 28027

- b. The Chairman Potestas will determine whether or not the appeal will be heard after reception of the written request and the \$1,000 non-refundable fee and inform all parties involved of the determination.
- c. The Chairman Potestas may conduct a hearing within a reasonable and practical date, notifying the parties of the appeal and hearing. The Chairman Potestas will determine the date and location (if any) for the Chairman Potestas appeal hearing.
- d. If requested by Chairman Potestas, Members may be asked to appear in person, but not through a representative and/or an attorney. The subject matter may not be discussed outside the hearing unless specifically contacted by the Chairman Potestas in regard to the appeal hearing.
- e. Hearings performed by the Chairman Potestas will be conducted according to the procedures disseminated by the Chairman Potestas.
- f. If the Chairman Potestas determines that the proceedings in respect to any appeal have been instituted or continued by a Member without reasonable grounds, the chairman may disqualify the procedure and such cost, in addition to the appeal fee, shall be assessed against the Member who instituted or continued the proceeding.
- g. At the request of the filing Member, the Chairman Potestas may determine that the penalty under review shall not be executed until the appeal of the said penalty has been resolved. Otherwise the penalty shall be executed promptly. If the Chairman Potestas temporarily defers execution of the penalty, but later denies the appeal in whole or part, the Chairman Potestas may reinstate the original penalty as Penalty Notice or take such other action as the Chairman Potestas deems appropriate to place into effect in whole or in part the Penalty Notice including disallowance of finishing position, points and/or prize money otherwise earned in any Event during the period of temporary deferral of the penalty.
- h. The Chairman Potestas may require the appellant to post a bond to cover the costs of the appeal and/or any reasonable and foreseeable economic impact to the sanction and/or series and/or other Members that may be caused by the appeal. If the Chairman Potestas requires such a bond, its form and substance shall be at the discretion of the Chairman Potestas.
- i. The Chairman Potestas may summon, either orally and/or in writing at the Chairman Potestas' sole discretion, any World Racing Group Member and/or participant and/or Official to testify at a hearing. Any Member who is summoned to testify in a hearing and fails to do so may be subject to indefinite suspension

and/or other penalties as deemed appropriate by the Chairman Potestas and World Racing Group.

- j. World Racing Group has the right to publish the judgment of the Chairman Potestas and the names of the parties involved. A party shall have no claim and/or cause of action of any kind against World Racing Group, the Chairman Potestas and/or the publisher.
- k. The administrative remedies for any appeal included here represent the complete and final process. If the appealing member seeks remedy through the court systems, the member agrees to the exclusive jurisdiction of the courts in Charlotte, North Carolina for the adjudication of any suit, action or proceeding. All costs and expenses incurred by WRG in responding to the action (including attorneys' fees) shall be borne by the appealing Member.
- l. If the member initiates within any court whether administrative appeal commission process is completed or in process a suspension penalty, if applicable, may be extended by the time passed to reach the final resolution of the administrative appeal panel and/or any court action.
- m. All decisions of the Chairman Potestas shall be final.

F. Conditional Appeal Supporting Documentation

- a. A member in good standing may submit a request to the World Racing Group Commission Members that are hearing their appeal, to allow a 'polygraph' examination to be entered as supporting documentation in the appeal of a penalty for the following:
  - i. Tire laboratory testing where the tire did not meet the benchmark and a penalty was issued.
- b. Commission Members may deny the request for any reason and the decision is final.
- c. The result of the polygraph tests will only be used as supporting documentation and do not alter the facts of the appeal. If the results are considered, they will be used to assist the commission members in the deliberation of the appropriateness of the penalty.
- d. A Polygraph or "lie detector test" means an analysis, examination, interrogation or test that is taken or performed by means of a machine and is used to assess a person's credibility and to try to assess the veracity of the person taking the test.
- e. If approved by the Commission Members hearing the appeal, the following steps shall be followed:
  - i. The Commission Chair will select an outside vendor to administer the test.

- ii. The Driver (appellant). Crew Chief assigned tire manager and car owner and any other persons requested by the Commission members will submit to the testing at the selected vendor.
- iii. All parties submitting to the test, will also submit to a 7-panel drug test prior to examination.
- iv. Officials will provide a statement of facts to the vendor along with supporting documents
- v. Appellant will provide payment for all requested tests; polygraph and drug, directly to the vendor.
- vi. A \$300 administrative fee will be paid to the WRG Appeals board at the time of the request.
- vii. The vendor will notify the member of the test date and location.
- f. This additional testing will not extend or create a deferral.
- g. Results will be sent to the Commission Chair who will reconvene the appeals board members and provide the results. The Chairman will also provide the results to the Member.
- h. The test results will remain confidential.

## **Section 10 - Substance Abuse Policy**

### **A. Purpose**

- a. The World Racing Group (hereinafter “WRG”) is dedicated and committed to making its racing series safe for both competitors and spectators. WRG understands that misuse and abuse of alcohol and drugs, both legal and illegal, is a serious threat to the safety and security of motorsports, and by way of this policy, it seeks to control and eliminate such misuse and abuse at or in connection with its events. WRG requires the cooperation and assistance of all of its competitors and members in effectively implementing the “World Racing Group Substance Abuse Policy” (hereinafter “Policy”). WRG shall appoint a third-party organization (hereinafter “Administrator”) to help oversee the Policy and its procedures including, but not limited to, test scheduling, Participant selection of testing, on-site specimen collection, and results management. All members, drivers, mechanics, crew members, officials, workers, and others participating in WRG events in any way (hereinafter collectively “Participants”) agree to be bound by, and to comply with the Policy terms and conditions at all WRG events at all times.

### **B. Prohibitions**

- a. Prohibited Substances

- i. Pursuant to this Policy, prohibited substances include those substances that, in the WRG's sole determination or in collaboration with the Administrator, may adversely affect the safety and well-being of the Participants or the competition at a WRG event. Such substances include, but are not limited to, illegal drugs and the paraphernalia associated with the use of illegal drugs. WRG reserves the right, in its sole discretion, to make a determination with regard to the prohibition of any substance at any time. Pursuant to this Policy, said discretion includes the ability of WRG to make the determination after it receives the results of a drug test pursuant to this Policy. Participants shall not use, possess, purchase, sell, manufacture or participate in the distribution of prohibited substances, in any amount and at any time.
- b. Prescriptions and Over-the-Counter Medications
  - i. Participants shall use prescription and over-the-counter medications responsibly, and Participants should be fully informed as to the medications' potential impact and effect on participation at WRG events. Participants should not use prescription or over-the-counter medications during WRG events if such use impairs or diminishes their skills or abilities, or if it affects the Participants' safety or the safety of others. Even when properly used, prescription and over-the-counter medications can be dangerous and result in an unsafe environment, particularly during high speed motorsports activities.
  - ii. Misuse of a prescription or over-the-counter medication by Participants, including, without limitation, use that is inconsistent with the instructions provided by the manufacturer, pharmacist, and/or the prescribing physician, is strictly forbidden. WRG reserves the right and ability to prohibit the use or misuse of any particular prescription or over-the-counter medication, and to deem such use or misuse detrimental to the safety of Participants, the sport, and/or others. Any medication that causes Participants to have a diminished or impaired ability to perform his or her duties at a WRG event shall be deemed to be prohibited for the purpose of this Policy. The illegal acquisition and/or distribution of any prescription or over-the-counter medication is also strictly prohibited.
- c. Alcohol
  - i. On event days, Participants in WRG events are strictly prohibited from consuming or being under the influence of alcohol prior to or during the event. Participants shall be deemed under the influence of alcohol if a test taken before, during, or immediately after participation (in any



capacity) indicates a blood alcohol content level at or above 20 mg per 100ml (.02%). However, nothing in the terms and conditions of this Policy shall prevent WRG from exercising its sole discretion to determine that a Participant evidencing alcohol usage in any amount (even with a blood alcohol content level of below 20mg per 100ml [.02%]) is under the influence and/or physically unfit for participating in the event. WRG reserves the right and ability to take such action in the interest of safety and in the best interest of the sport.

C. Testing Based Upon Reasonable Suspicion

- a. WRG can require a Participant to submit to a test or tests for the presence of alcohol, drugs or medications if a WRG event, sanctioning body officials, or Administrator official has reasonable suspicion that the Participant has violated any part of this Policy or has impaired or diminished abilities to perform as a result of using a prohibited substance. Pursuant to this Policy, testing may be performed using breath, urine, saliva, and/or blood. WRG also reserves the right and ability to determine that Participants are under the influence of alcohol, drugs, or medications through the use of a physical field test checking physical impairments or diminished capacities.
- b. Circumstances and factors that may cause WRG to have reasonable suspicion include, without limitation the following:
  - i. Illegal substances or illegal drug paraphernalia is observed in the possession of the Participant at any time;
  - ii. The Participant is observed exhibiting one or more of the following symptoms or behaviors, which can potentially be associated with the use of alcohol, drugs, and/or medications:
    - 1. Physical signs of red or droopy eyes, and/or dilated or constricted pupils;
    - 2. Slurred speech, stumbling, or hyperactivity;
    - 3. Needle marks present on the Participant's body;
    - 4. Repeated unexplained disappearances from an event;
    - 5. A constantly running or sniffing nose, or a nose that appears consistently red irritated;
    - 6. The inability to understand or track time, exhibited, for example, by the Participant being regularly tardy or absent from appointments or commitments;
    - 7. Chronic forgetfulness or broken promise;
    - 8. An abnormal number of accidents during events;

9. Involvement in conduct which violates WRG safety procedures or involvement in careless acts during a WRG event;
  10. Inability to concentrate, lack of recollection, and/or lack of attention;
  11. Mental confusion, paranoia, or the presence of abnormal or unreasonable thoughts and ideas;
  12. Exhibitions of violent tendencies, loss of temper, irritability, or unreasonably aggressive behavior;
  13. Statements by a Participant that may indicate that he or she uses prohibited substances;
  14. Extreme personality changes and/or mood swings;
  15. Noticeably declining personal hygiene and appearance;
  16. A pattern of abnormal conduct;
  17. Violation of WRG rules or a failure to follow safe practices; and
  18. Evidence of attempts to falsify, alter or modify prior alcohol or drugs tests.
- iii. The Participant is charged with, suspected of, or arrested or convicted for driving while under the influence of alcohol, drugs, medications, or other prohibited substances;
  - iv. The Participants is charged with, suspected of, or arrested or convicted for any type of drug related offense;
  - v. WRG receives information from a reliable source that the Participant is under the influence of alcohol, drugs, medications, or other prohibited substances on the day of a WRG event, or that the Participant is using, possessing, distributing, or selling illegal drugs or other prohibited substances at any time.
  - vi. The smell of alcohol or other prohibited substance is evident on the person of any Participant on the day of any WRG event.
  - vii. The results of an examination or test administered by, or at the request of WRG, indicates evidence that the Participant is or was using a prohibited or illegal substance, or the Participant is abusing alcohol;
  - viii. The Participant attempts to alter or manipulate a specimen used in connection with testing under this Policy, or the Participant attempts to alter or manipulate the results of any such testing or examination.

#### D. Random Testing

- a. Participants understand and acknowledge that WRG reserves the right and ability to implement (in its sole discretion) a random and/or annual testing procedure and require Participants to submit to such testing. The selection of

Participants to submit to random or annual testing shall be made by either the WRG or Administrator.

E. Authorization For Testing, Waiver and Release, Compliance

- a. If a WRG Participant refuses to sign, execute, and/or deliver an authorization for testing in connection with this Policy, and/or the “WRG Substance Abuse Policy Waiver and Release, Express Assumption of the Risk, and Indemnity Agreement” prior to participation in WRG events as required by WRG, the Participant will not be issued membership in, or a license to, WRG, and the Participant will not be permitted to participate in WRG events. In such a circumstance, if a Participant is already a member, and/or already has a WRG license, the Participant will be suspended until he or she complies with all requirements of this Policy.
- b. Upon request pursuant to this Policy, Participants must comply and submit to testing within the time period designated by the WRG or Administrator officials. If a Participant refuses to comply with or participate in testing within the time period designated by the WRG or Administrator officials, the Participant may be removed from WRG event premises and suspended from competition. In such a circumstance, the Participant will also be subject to additional disciplinary action pursuant to this Policy.

F. Collection Procedures and Testing Protocols

- a. Participant Notification Procedures
  - i. WRG shall designate and assign certain WRG officials (hereinafter “Site Coordinator”) with the responsibility to carry out the following notification procedures with due care and diligence:
    1. Designated Site Coordinator will be given a list of selected Participants by assigned Drug Testing Personnel (hereinafter “Collectors”) or WRG Officials.
    2. Each selected Participant shall be notified in person of their selection to provide a urine sample by the Site Coordinator.
    3. Each selected Participant shall be escorted directly to the testing area by the Site Coordinator or another assigned WRG official unless that Participant has a valid reason for a delay in reporting. Valid reasons for a delay in reporting may include, but are not limited to; pre or post competition obligations, media, medical requirements, and award ceremonies.
    4. If the selected Participant is allowed a delay in reporting to the testing area, s/he shall be monitored by the Site Coordinator or another assigned WRG official until the selected Participant is able to report to the testing area.

5. The Site Coordinator shall inform the selected Participant to bring a valid form of photo identification to the testing area and to avoid over-hydrating in order to ensure a valid urine sample provision.

b. Collection of Urine Specimens

- i. The Administrator shall designate and assign Collectors with the responsibility to collect urine specimens and to carry out the following procedures with due care and diligence. Collectors should immediately inform a WRG or Administrator official if a Participant does not comply with any of these procedures.
  1. Only those authorized by the Collector will be allowed in the testing area.
  2. The Collector shall not be responsible for providing food or fluid to Participants.
  3. Upon entering the testing area, the Participant will provide photo identification to the Collector. If the Participant does not have photo identification, the Site Coordinator or another WRG official will positively identify the Participant by signing their name in SCAN.
  4. The Participant will select a unique set of beaker barcode numbers from a selection of such and that number will be recorded in SCAN by the Collector.
  5. The Participant may not carry any item into the testing area when a specimen is being provided.
  6. The Participant must remain in visual contact with the Collector until the specimen collection is complete.
  7. When ready to urinate, the Participant will select a sealed beaker from a supply of such. The beaker will be kept in the Collector's sight at all times.
  8. A Collector who is the same gender of the Participant providing a sample, will accompany the Participant into the toilet area and will instruct the Participant to rinse their hands with water only (no soap).
  9. The Collector, serving as the validator, will monitor the furnishing of the urine specimen by the Participant under direct visual observation until a specimen of at least 50mL is produced. The Collector must have a clear and unobstructed view of the passing of the specimen.

10. If the Participant is unable to provide a complete specimen and must leave the testing area for a reason approved by the Collector, the Participant must either: (i) remain with the Collector and during this time the Participant is responsible for keeping the beaker closed and controlled under the observation of the Collector; or (ii) the incomplete specimen must be packaged in accordance with the Partial Specimen Protocol below. The Participant will be monitored by an assigned WRG official or Collector at all times until they return to provide a complete specimen at a time determined by the Collector.
11. The Collector who served as the validator and observed the furnishing of the urine specimen will attest by signature in SCAN that the specimen was provided under their direct observation.
12. In the presence of the Participant, the Collector will pour off a small amount of the specimen and measure the specimen's specific gravity ("SG"). If the specimen has a SG below 1.005, the specimen will be discarded in the toilet in the presence of the Participant and the Participant will be required to provide additional specimens under direct observation until a specimen of adequate SG requirements ( $\geq 1.005$ ) is provided.
13. When a specimen with adequate volume and SG has been provided, the Participant will select a unique specimen number and sealed specimen collection kit from a supply of such. The Collector will ask the Participant to make sure that all numbered specimen seals match.
14. Under observation of the Participant, the Collector will open the sealed specimen collection kit and pour no less than 30mL of urine into the larger "A-Vial" and no less than 15mL of urine into the smaller "B-Vial". The Collector will then place the uniquely numbered seals on the vials and seal the vials for transportation to the laboratory back into the kit box that they were originally sealed.
15. The Collector and the Participant will attest by signature in SCAN that the collection procedures were followed.
16. The Collector may provide the Participant with a form that includes the date of the specimen collection, the Participant's name, and specimen number.

17. All specimens must be secured and controlled by the Collector at all times until handed off to FedEx. If reasonably feasible, the Collector should deliver specimens to a FedEx location as soon as possible following the completion of the collection. If circumstances do not allow for the shipment of the specimens on the same day as the collection, the Collector should store the specimens in a cool and secure location until delivery to FedEx.

c. Partial Urine Specimen Protocols

- i. Participants who provide a partial urine specimen (i.e., a urine specimen less than the required 50mL) and are required to leave the testing area for an approved reason by the Collector or Site Coordinator must be monitored by an assigned WRG official or Collector until they return to the testing area. The partial specimen will be packaged as outlined below.
  1. The partial urine specimen must remain in the collection beaker.
  2. The Participant will select a set of specimen seals provided from a supply of such.
  3. The set of specimen seals includes five barcode seals (a seal for the A vial, a seal for the B vial, a shipping box seal, a seal for the Specimen Processing Form and a seal for the Participant's copy of the Specimen Processing Form) and one blank extra seal.
  4. The Collector will place a Specimen Processing Form bar code on the white and pink copy of the Participant's Specimen Processing Form.
  5. The Collector will have the Participant initial or sign the blank extra seal and place it on the beaker containing the partial urine specimen in such a way that the act of opening the beaker would cause the seal to be broken.
  6. The Collector will place the sealed beaker in the larger compartment of a plastic shipping bag.
  7. The Collector will seal the plastic bag in the same manner it is sealed for shipping of a complete specimen.
  8. The Collector will have the Participant initial or sign a tamper evident seal placed on the bag in such a way that any subsequent seal breakage or tampering would be evident to the Participant.
  9. The sealed, initialed specimen will remain with the Collector in the testing area.

10. After the Participant returns to the testing area, the Participant will show photo identification to the Collector, inspect the bag containing the beaker to ensure it is their specimen and inspect the tamper evident seal on the beaker. If the Participant is satisfied that the bag and seal are unbroken and tamper-free, the Participant will then provide additional urine in the beaker according to the established protocol.
11. In the event that the Participant elects to provide a new specimen, the initial specimen will be discarded.
12. In the event that the Participant does not provide the required 50mL specimen and must leave the testing area again for an approved reason by the Collector or Site Coordinator, the Collector will begin with step 1 of this partial specimen protocol until the required 50mL specimen is obtained.
13. Once the required 50mL specimen is obtained, the Collector will package the specimen in the usual manner for shipping to the laboratory.
14. The Participant will sign their name indicating that all processing and packaging protocols were followed, including this partial specimen packaging protocol, and that the specimen is his/her urine with no evidence of tampering.

d. Testing Laboratory

- i. All testing pursuant to this Policy will be completed at a laboratory (or laboratories) selected by the WRG or Administrator, in their sole discretion, from the listing of those laboratories that have been certified by the Substance Abuse and Mental Health Services Administration of the United States Department of Health and Human Services and/or by the College of American Pathologists Forensic Urine Drug Testing Program (hereinafter the "Laboratory").

e. Testing Specifics

- i. The Laboratory shall determine the appropriate standards and methods of analysis regarding specimens submitted concerning WRG Participants. The Laboratory shall also determine if, and to what extent, a specimen is deemed to be a true positive for a prohibited substance and/or alcohol, along with whether or not the specimen has been altered or manipulated. The Laboratory shall transmit all testing results to an Administrator official (or officials) designated by WRG for interpretation, and for determination of the appropriate course of action.

## G. Discipline

### a. Positive Tests

- i. Any tests conducted under the Policy will be considered “positive” under the following circumstances:
- ii. If any prohibited substance is detected in the specimen provided by the Participant.
- iii. A Participant fails or refuses to take a test pursuant to Section IV or otherwise engages in activity that prevents the collection of a specimen under the Policy.
- iv. A Participant attempts to substitute, dilute, mask or alter a specimen, attempts to impair the excretion of a prohibited substance in a specimen, or attempts to tamper with a test in any way (including, but not limited to, catheterization, specimen substitution and/or adulteration).

### b. Sanctions Concerning All Prohibited Substances

- i. Upon being notified by the designated Administrator official (or officials) of a true positive test result for a WRG Participant, the WRG Officials shall inform that Participant of the positive result and the following sanctions shall apply. First Offense: Participants will be withheld from competition for 90 days from the date of the test and fined \$1000. This suspension term may be reduced to 60 days with the completion of an alcohol or drug-education program. Reinstatement will be conditional on two negative tests over the final 14-day period of the suspension and payment of the fine (Note: a positive result on a re-test will count as a second offense).
- ii. Second Offense: Participants will be withheld from competition for 180 days from the date of the test and fined \$2500. This suspension term may be reduced to 120 days with the completion of an enhanced alcohol or drug-education program. Reinstatement will be conditional on two negative tests over the final 14-day period of the suspension and payment of the fine (Note: a positive result on a re-test will count as a third offense).
- iii. Third Offense: Participants will be withheld from competition for 365 days from the date of the test and fined \$5000. Reinstatement will be conditional on three negative tests over the final 30-day period of the suspension and payment of the fine.

- c. The determination of whether a test is “positive” under section VII.A.2 or VII.A.3 shall be made by the WRG in its sole determination. A Participant who violates Section VII.A.2 or VII.A.3 shall be considered to have tested positive for the



category of prohibited substance in which he/she was attempting to avoid detection. If, following a suspension (and the enforcement of any other disciplinary action), a Participant desires to resume participation in any way in a WRG event, the Participant must obtain approval from the WRG Appeals Board and/or WRG Supervisory Officials and must voluntarily submit himself or herself to follow up, and regularly scheduled, testing as deemed necessary by the WRG Supervisory Officials and/or Board. Such follow up testing shall be conducted in a manner, and under certain conditions, as determined necessary by the WRG Supervisory Officials and/or Board. The follow up testing as determined by the WRG Supervisory Officials and/or Board shall also be conducted solely at the expense of the Participant. In the event that a suspended Participant submits to follow up testing and such testing shows no evidence of a prohibited substance, the WRG Supervisory Officials and/or Board may reinstate the Participant, assuming the Participant is otherwise eligible to participate, and assuming that the Participant agrees to make himself or herself available for future random tests without the need for reasonable suspicion. Such random testing shall be conducted as the WRG Supervisory Officials and/or Board sees fit, shall take place at any time and at any WRG event, and shall be conducted at Participant's sole expense.

d. Appeals

- i. An appeal of a penalty imposed by any violation, as stated in the World Racing Group Substance Abuse Policy, are dictated by Section 12 of the General Rules and Specifications. Appeals will require a \$500 administrative fee. All other aspects of Section 12 will apply.

e. Therapeutic Use Exemptions

- i. Participants may have illnesses or conditions that require the use of a prohibited substance as treatment. In such a case, a Therapeutic Use Exemption (hereinafter "TUE") may, under strict conditions, provide a Participant with the authorization to take a needed medicine during competition. In no instance will an actively competing Participant be granted a TUE for a substance that would impair their ability to compete or endanger other Participants or spectators. If a TUE is approved that would impair a Participant's ability or endanger other Participants or spectators, that Participant will not be allowed to compete while undergoing such approved treatment. All TUE's will be reviewed by the WRG and in conjunction with a designated Medical Review Officer (hereinafter "MRO"). In order to obtain an approval for a TUE, a

Participant must have a well-documented medical condition supported by reliable and relevant medical data.

f. Publication

- i. Participants agree that WRG may, as it deems reasonable under the circumstances, publish the results of any test or tests conducted pursuant to this Policy and the circumstances giving rise to such test to such third parties. Participants also agree that WRG may, in its discretion, publish information regarding disciplinary action taken as a result of any testing or any violation of the Policy. Participants shall have no claim or cause of action of any kind against WRG, the Administrator, or any of its officials, directors, officers, employees or agents with respect to any such publication.

H. Prohibited Act Under This Policy

- a. If WRG determines that a Participant has engaged in any prohibited act under this Policy or has acted in a manner contrary to the purpose and intent of this Policy, WRG may remove the Participant from the WRG event premises and/or take any other emergency action as is deemed appropriate under the circumstances. In such a circumstance, the Participant will also be subject to disciplinary action as issued at the discretion of the WRG Supervisory Officials and/or WRG Appeals Board.

I. Treatment for Alcohol, Drugs, or Medications

- a. WRG shall not be involved in recommending or prescribing any particular rehabilitation programs or procedures in response to a violation of this Policy. However, WRG strongly encourages Participants in violation of the Policy to obtain professional and ongoing help and assistance. In determining potential reinstatement and future participation, WRG will take into account a Participant's efforts to obtain professional help, and it will consider the results and successful completion of programs and assistance.

J. WRG Rules

- a. This Policy, as it may be amended from time to time, serves as a supplement to the currently effective WRG Rules as promulgated by the WRG Supervisory Officials and/or WRG Board of Directors. This Policy shall be interpreted and applied by the WRG in the context of and in connection with the WRG Rules. This Policy is, and shall be binding upon all WRG members in the same manner, and to the same extent, as the WRG Rule.