



***iRacing.com***  
MOTORSPORT SIMULATIONS

## IRACING.COM MOTORSPORT SIMULATIONS, LLC

### PRIVACY POLICY

Last revised and effective as of: December 9, 2020

iRacing.com understands that you may wish to know how we collect and use information about users of the Sim and the Site. Toward this end, this Privacy Policy generally describes our practices with respect to the collection, use and maintenance of user information. Specifically, this Privacy Policy relates to information collected online by iRacing.com Motorsport Simulations, LLC (“iRacing.com” or “we” or “us” or “our”) through your use of the iRacing.com motorsport simulation experience (the “Sim”) and the Site. The Sim includes three components:

(a) iRacing.com’s proprietary iRacing.com online application currently found at <http://www.iracing.com/> and any subdomains (the “Site”) and the applications, features, and information available on the Site, along with associated and successor websites, applications, features, and information, or any part thereof (collectively, the “Online Application”), (b) the client software program for the Online Application (including any “patches,” updates, or the like supplied to you by iRacing.com) along with any accompanying materials or documentation, and all copies and derivative works of the foregoing (collectively, the “Sim Client”), and (c) additional content that is not part of the Sim Client, including additional tracks and cars (collectively, the “Content”). This Privacy Policy is incorporated into, and part of, and governed by the [iRacing.com Motorsport Simulation Experience Terms of Use and End User License Agreement \(the “iRacing.com Terms of Use”\)](#). As used herein, “you” and “your” mean a user of the Sim or the Site and in addition, when the user of the Sim is a minor (not under the age of 13) registered by a parent and/or guardian, the terms “you” and “your” also include such parent and/or guardian.

You should carefully read this Privacy Policy. By using the Sim or Site or permitting your child to use the Sim, you are signifying your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, you may not use the Sim or Site and you may not register your child to use the Sim.

To the extent that the Sim or Site are available to individuals located in the European Economic Area and the United Kingdom, this Privacy Policy sets out our practices and obligations under the General Data Protection Regulation 2016/679 (the “GDPR”).

As used in this Privacy Policy, the terms “using” and “processing” information include using cookies on a computer, subjecting the information to statistical or other analysis and using or handling information in any way, including, but not limited to collecting, storing, evaluating, modifying, deleting, using, combining, disclosing and transferring information within our organization or among our affiliates within the United States or internationally.

This Privacy Policy serves to notify you of the following:

[What information about me is collected?](#)

[Where and when is information collected \(including through the use of cookies and action tags\)? Is information submitted to the public areas of the Sim or Site private?](#)

[Does iRacing.com collect information from children under 13 years of age? Will other users of the Sim have access to my information?](#)

[What does iRacing.com do with the information it collects?](#)

[When does iRacing.com disclose information to third parties?](#)

[Does this Privacy Policy apply when I link to other websites or services? Is the information collected through the Sim or Site secure?](#)

[Could my information be transferred to other countries?](#)

[For how long will my personally identifiable information be kept?](#)  
[What choices do I have regarding my personally identifiable information?](#)  
[How will I know if there are any changes to this Privacy Policy?](#)  
[Whom do I contact if I have any privacy questions?](#)  
[Special Notice for California Residents.](#)

## 1. WHAT INFORMATION ABOUT ME IS COLLECTED?

Depending on your use of the Sim or Site, we may collect two types of information: personally identifiable information and non-personally identifiable information.

### Personally Identifiable Information

Personally identifiable information is information that identifies you or can be used to identify or contact you. Such information may include your name, address, e-mail address, telephone number, Internet Protocol address, CPU serial number, hard drive information, customer ID, username, avatar, gender, age, profession, date of birth, current location, records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies, racing statistics (including license level, skill level, and safety rating), and information relating to social media presence of iRacing.com users. Additionally, our Outside Contractor (as defined below) that is responsible for billing and payment processing services (the "Payment Services Provider") may collect your billing and credit card information from you directly. Personally identifiable information amounts to 'personal data' for the purposes of and as defined in the GDPR. All references to personally identifiable information shall be deemed to include 'personal data' as defined and used in the GDPR (to the extent applicable).

In particular, we would like you to be aware that the Sim uses algorithms to construct profiles about individual users and therefore we may use the personally identifiable information described above so that an evaluation can be made about your behavior and performance (among other things) in the form of racing statistics (including license level, skill level, and safety rating). Under the GDPR (to the extent applicable), this usage may be considered profiling. The GDPR defines "**profiling**" as "any form of automated processing of personally identifiable information consisting of the use of personally identifiable information to evaluate certain personal aspects relating to a natural person, in particular to analyze or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behavior, location or movements". To the extent iRacing.com's processing constitutes profiling under the GDPR (to the extent applicable), you have the right to specifically object to the processing of your personally identifiable information for the purpose of profiling in accordance with Section 12 below. To learn more, please reach out to [support@iracing.com](mailto:support@iracing.com).

### Non-Personally Identifiable Information

Non-personally identifiable information is information, any single of item of which, by itself, cannot be used to identify or contact you, including non-identifiable demographic information, browsing history, search history, information on your interaction with a website, application, or advertisement, browser types, unique device identifiers, device types, requested URL, referring URL, browser language, the pages you view, the date and time of your visit, domain names, and statistical data involving the use of the Sim or Site. Certain non-personally identifiable information may be considered a part of your personally identifiable information if it were combined with other identifiers (for example, combining your zip code with your street address) in a way that enables you to be identified. However, the same pieces of information are considered non-personally identifiable information when they are taken alone or combined only with other non-personally identifiable information (for example, your viewing preferences) in a way that would not enable you to be identified.

## 2. WHERE AND WHEN IS INFORMATION COLLECTED (INCLUDING THROUGH THE USE OF COOKIES AND ACTION TAGS)?

We will collect personally identifiable information that you submit to us. We may also receive personally identifiable information about you from third parties, including third parties providing credit and debit card authorization and fraud screening services as part of your use of the Sim, as well as analytics service providers and video game digital distribution service providers. Additionally, if you are a Sim user, we may

receive your email address from another user if you refer such other user to us.

Registering to Use the Sim and in the Course of Using the Sim or Site.

You may be required to establish an account in order to take advantage of certain features of the Sim. If so, if you wish to establish an account you will be required to provide us with information (including personally identifiable information and non-personally identifiable information) such as name, postal address, e-mail address, birth date and including credit card and billing information directly to the Payment Services Provider. We may also receive personally identifiable information about you from third parties providing credit and debit card authorization and fraud screening services as part of the registration process. In addition, we may obtain your personally identifiable information from you if you identify yourself to us by sending us an e-mail with questions or comments. Also, we will have access to any personally identifiable information that you choose to share through the Sim or Site (such as your name, which will not only be available to us but will be displayed to other users of the Sim).

Cookies and Action Tags.

We may also collect information passively using “cookies” and “action tags.”

“Cookies” are small text files that can be placed on your computer or mobile device in order to identify your web browser and the activities of your computer on the Sim, the Site, and other websites. Cookies can be used to personalize your experience on the Sim or Site (such as dynamically generating content on webpages specifically designed for you), to assist you in using the Sim or Site (such as saving time by not having to reenter your name each time you use the Sim or Site), and to allow us to statistically monitor how you are using the Sim or Site, to help us improve our offerings and to target certain advertisements to your browser which may be of interest to you or to determine the popularity of certain content. We may place cookies on your computer or mobile device when you visit the Site or use the Sim and when you visit the websites of our commercial partners.

In addition to cookies that we may place on your computer or mobile device, cookies might also be placed on your computer or mobile device by third parties that we use to display or serve advertisements or to collect non-personally identifiable information in order to provide advertising-related services as well as by third parties providing analytical and other services related to the Sim and Site. In the course of providing services and serving advertisements, such third parties could place or recognize unique cookies on your browser.

You must accept cookies to use the Sim. Although most browsers are initially set to accept cookies, you may reset your browser to notify you when you receive a cookie or to reject cookies generally. Most browsers offer instructions on how to do so in the “Help” section of the toolbar. However, if you reject cookies, the Sim and Site will not work properly or at all and you may experience some loss of convenience.

“Action tags,” also known as web beacons or gif tags, are a web technology used to help track website usage information, such as how many times a specific page has been viewed. Action tags are invisible to you, and any portion of the Sim or Site, including advertisements, or e-mail sent on our behalf, may contain action tags.

By using cookies and action tags together, we are able to gain valuable information to improve the Sim and Site and measure the effectiveness of our advertising and marketing campaigns. Information collected from some cookies placed on the Sim or Site is used to deliver advertisements to iRacing.com Site visitors and Sim users when such visitors are visiting other websites, including Facebook, YouTube, Twitter, and Instagram.

Finally, you should be aware that advertisers and other third parties may use their own cookies or action tags when you click on their advertisement or a link to their websites or services on or from the Sim or Site. This Privacy Policy does not govern the use of cookies or action tags or the use of your information by such third-party websites or services or providers of third-party advertising. For the avoidance of doubt, the Sim and the Site may use third-party service platforms (including to help analyze how users use the Sim and Site). These third-party service platforms may place cookies on your computer or mobile device. Additionally, certain of our commercial partners may place cookies on your computer or mobile device in order to understand how you interact with the Sim or Site, as well as such commercial partners' services or content. If you would like to disable "third party" cookies, you may be able to turn them off by going to the third party's website.

Here are links to the main third parties who may place cookies through the Sim or Site:

<https://www.google.com/policies/privacy/>

<https://www.nascar.com/privacy-statement>

Log Files.

We also collect information through our Internet log files, which record data such as user IP addresses, browser types, domain names, and other anonymous statistical data involving the use of the Sim or Site. This information may be used to analyze trends, to administer the Sim and Site, to monitor the use of the Sim and Site, and to gather general demographic information. We may link this information to personally identifiable information for these and other purposes such as personalizing your experience on the Sim or Site and evaluating the Sim and Site in general.

### **3. IS INFORMATION SUBMITTED TO THE PUBLIC AREAS OF THE SIM OR SITE PRIVATE?**

No. Any information shared in the Public Areas (as defined below) of the Sim or Site is available to the public, including to all users. Such information is not protected or treated as confidential, can be used in any manner, and is not subject to this Privacy Policy. Without limiting the generality of the foregoing, any photographs you submit to the Public Areas may contain the geographical coordinates of where such photographs were taken; unless you disable the geographical coordinate tagging feature on the smart phone or camera used to capture any such photograph, such geographical coordinates may be available to the public, including to all users. Additionally, a user's name, avatar, and personal stats page (including years of membership and original membership date), as well as racing statistics, including license level, skill level, and safety rating, are available to the public, including to all users, and are part of the Public Areas (as defined below). If you wish to keep any information private or proprietary, do not submit it to the Public Areas of the Sim or Site. **NOTWITHSTANDING THE FOREGOING, WE HAVE NO RESPONSIBILITY OR LIABILITY IF A USER'S INFORMATION OR IDENTITY IS MISUSED OR STOLEN, OR IF A USER SUFFERS HARM AS A RESULT OF VOLUNTARY DISCLOSURES.**

### **4. DOES IRACING.COM COLLECT INFORMATION FROM CHILDREN UNDER 13 YEARS OF AGE?**

We are committed to protecting the privacy of children. The Sim and Site are not designed for or directed to children under the age of 13. We do not collect personally identifiable information from any person we actually know is under the age of 13. In order to register for the Sim or to use the Site, you must be an adult according to the laws of the jurisdiction (i.e., state or country, as the case may be) in which you reside. If you are not an adult, if you wish to use the Sim you must have a parent or guardian enroll to use the Sim on your behalf. If you authorize a minor child (not under the age of 13) for whom you are a parent or guardian to use the account you create to use the Sim, you should not provide us with any personally identifiable information about such child. Any parent or guardian permitting their child (not under the age of 13) to use the Sim should provide only personally identifiable information of the parent or guardian.

Notwithstanding the foregoing or anything to the contrary in iRacing.com Terms of Use or this Privacy Policy, you hereby acknowledge and consent that, if the information of any user of the Sim who is a minor (not under the age of 13) (a "Minor User") is submitted or collected in connection with such Minor User's use of the Sim (including through a requested account name change or otherwise), and including without limitation such Minor User's name, photograph, audio/visual recording, and other information described in this Privacy Policy, all such information may be used and processed by iRacing.com and its parent, subsidiaries, and affiliates, and its and their successors, assigns representatives and licensees (collectively, the "Promoters") in accordance with the terms of the iRacing.com Terms of Use and this Privacy Policy. Without limitation of the foregoing, you hereby expressly grant consent to the Promoters to: (a) process and disclose such Minor User's and/or your information and photographic or videotaped images and recordings of such Minor User with or without such Minor User's voice ("Likenesses") in accordance with this Privacy Policy; (b) transfer such Minor User's and/or your information and Likenesses throughout the world, including to the United States or other countries that do not ensure adequate protection for personally identifiable information (as determined by the European Commission); and (c) disclose such Minor User's and/or your information and Likenesses to comply with lawful

requests by public authorities, including to meet national security or law enforcement requirements.

## **5. WILL OTHER USERS OF THE SIM HAVE ACCESS TO MY INFORMATION?**

In order to discourage misuse of the Sim, except in extraordinary circumstances as agreed to by iRacing.com in its sole discretion, all users of the Sim will be identified to other users of the Sim by their real names (or variations of their names, such as their names followed by a numeral), not by user names, aliases or other similar devices. By using the Sim, or registering a minor (not under the age of 13) to use the Sim, you consent to the display of your real name to other members. This includes display of your real name in connection with disciplinary actions taken against you, as further described in the [iRacing.com Official Sporting Code](#). Additionally, when posting race results, we may include certain geographical information about the listed users, such as what countries, states, provinces and/or cities the users are located in. With this information, other users of the Sim could use publicly available resources to discover additional personally identifiable information about you, such as your address and phone number.

## **6. WHAT DOES IRACING.COM DO WITH THE INFORMATION IT COLLECTS?**

We will only use your personally identifiable information to the extent that the law allows us to do so. Pursuant to the GDPR we rely on the following legal bases for processing your personally identifiable information:

- (a) where you have given consent to the processing, which consent may be withdrawn at any time without affecting the lawfulness of processing based on consent prior to withdrawal;
- (b) where it is necessary to perform the contract we have entered into or are about to enter into with you (whether in relation to the provision of the Sim, the Site, or otherwise); and/or
- (c) where it is necessary for the purposes of our legitimate interests (or those of a third party) in providing or marketing the Sim or the Site and your interests or fundamental rights and freedoms do not override those legitimate interests.

We use the information collected through the Sim or the Site to provide the Sim or the Site (respectively) to you and process your transactions, to help us understand who uses the Sim or the Site, for internal operations such as operating and improving the Sim or the Site, to contact you for customer service and billing purposes, to facilitate the delivery of advertising, and, so that we (and certain third parties acting on behalf of iRacing.com) can contact you (by email unless you “opt out” (to the extent permitted by applicable law) and/or by text message if you “opt in”) about iRacing.com products and services that may be of interest to you.

We may use your information to send you a welcoming e-mail that may confirm your user name and password. We (and certain third parties on behalf of iRacing.com) may (by email unless you “opt out” (to the extent permitted by applicable law) and/or by text message if you “opt in”) subsequently send you electronic newsletters, contact you about the Sim, Site, products, services, information, and news that may be of interest to you, provide you with marketing materials, and provide you with targeted feedback. If you no longer desire to receive these communications, we will provide you with the option to change your preferences in each communication we send to you. You may also inform us by email to: [support@iracing.com](mailto:support@iracing.com).

If you identify yourself to us by sending us an e-mail with questions or comments, we may use your information (including personally identifiable information) to respond to your questions or comments, and we may file your questions or comments (with your information) for future reference.

We may also use the information collected to send announcements and updates regarding the Sim, the Site, or, if applicable, about your billing account status. You will not be able to unsubscribe from these Sim or the Site announcements and updates as they contain important information relevant to your use of the Sim or the Site (respectively) and are necessary for the performance of our contract with you.

We may also use the information gathered to perform statistical analysis of user behavior or to evaluate and improve the Sim or the Site. We may link some of this information to personally identifiable information for internal purposes or to improve your experience with the Sim or the Site.

## **7. WHEN DOES IRACING.COM DISCLOSE INFORMATION TO THIRD PARTIES?**

We generally disclose information we gather from you through the Sim or the Site to the following types of third parties and as otherwise set forth in this Privacy Policy or the iRacing.com Terms of Use or as specifically authorized by you.

#### Racing Partners

In the event that you are being considered for membership on a Team, or if you are a member of a Team, we may disclose personally identifiable and non-personally identifiable information about you to Racing Partners. "Racing Partner" means any third party that contracts with iRacing.com to compose a team ("Team") consisting of elite/professional/world championship level drivers to race in competitions on the Sim; (ii) that contracts with iRacing.com to sponsor a racing series; or (iii) with whom iRacing.com partners to provide a racing series.

#### Laws and Legal Rights.

We may disclose your information (including personally identifiable information) if we believe in good faith that we are required to do so in order to comply with an applicable statute, regulation, rule or law, a subpoena, a search warrant, a court or regulatory order, lawful requests by public authorities, including to meet national security or law enforcement requirements, or other valid legal process. We may disclose personally identifiable information in special circumstances when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be violating the [iRacing.com Terms of Use](#) or another contract with us, to detect fraud, for assistance with a delinquent account, or to protect the safety and/or security of our users, the Sim, the Site, or the general public.

#### Third Parties Generally.

We may provide to third parties non-personally identifiable information, including where such information is combined with similar information of other users of the Sim or Site. For example, we might inform third parties regarding the number of unique users who use the Sim or Site, the demographic breakdown of the users of the Sim or Site, or the products and/or services purchased using the Sim or Site and the vendors of such products and services. In addition, when you use the Sim or Site, third parties (including without limitation third-party advertisers, third-party analytics service providers, and commercial partners) may directly collect personally identifiable and non-personally identifiable information about your online activities over time and across different websites. The third parties to which we may provide non-personally identifiable information and the third parties who may independently directly collect personally identifiable and non-personally identifiable information may include analytics service providers, potential or actual advertisers, providers of advertising products or services (including vendors and website tracking services), merchants, affiliates and other actual or potential commercial partners, sponsors, licensees, researchers and other similar parties. Please note in particular that the Sim and Site uses Google Analytics, including its data reporting features and Google Analytics Advertising Features. Information collected by Google Analytics includes but is not limited to web metrics, geographic region, IP address, browser, operating system, ISP, device type, time on site, and "site access from" information. For information on how Google Analytics collects and processes data, please see the site "How Google uses data when you use our partners' sites or apps", currently located at [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/). For information on opting out of Google Analytics, we encourage you to visit Google's website, including its list of currently available opt-out options presently located at <https://tools.google.com/dlpage/gaoptout>.

#### EasyAntiCheat.

iRacing.com is using EasyAntiCheat anti-cheat service ("EasyAntiCheat"), which is operated by Kamu Ltd , a third-party service provider offering services to iRacing.com. When you are using the Sim, EasyAntiCheat is monitoring your account, analyzing the race binaries and scanning the memory of the Sim for the purpose of detecting and preventing cheating in the Sim ("Purpose"). For the Purpose EasyAntiCheat is storing information regarding cheating methods used in the Sim ("EasyAntiCheat Data"). By installing, copying, or otherwise using the Sim, you give your consent that EasyAntiCheat may gather, store and publish EasyAntiCheat Data for the Purpose. There are three instances in which your specific data may be stored and processed by EasyAntiCheat: (1) EasyAntiCheat Data sent from your computer is determined to be abnormal and then retained; (2) Abnormal unknown patterns in your EasyAntiCheat Data are found, stored, and manually analyzed; patterns proven not to repeat and/or not to be a cheat, are discarded within three months;

(3) If a known cheat pattern is found, that piece of memory is stored indefinitely as evidence. EasyAntiCheat only handles data relevant to the identification of cheats and does not store any other data. The EasyAntiCheat Data will be used by EasyAntiCheat solely for the Purpose, including but not limited to identifying and banning players who are cheating in computer games, analyzing cheating behavior and cheating codes as well as sharing data about cheats with affiliates of EasyAntiCheat. EasyAntiCheat may share race specific and/or user specific data with third parties when third parties request a ban status, the disclosure of which includes ban reason, ban time, and game server on which the cheating occurred. To learn more about the services provided by EasyAntiCheat and their information privacy policies, click here: <https://www.easy.ac/r/privacy/statement/36/>.

#### Outside Contractors.

We may employ independent contractors, vendors and suppliers (collectively, "Outside Contractors") to provide specific services and products related to the Sim or Site, such as hosting and maintaining the Sim or Site, providing credit card processing and fraud screening, including the Payment Services Provider, and developing applications for the Sim or Site. In the course of providing products or services to us, these Outside Contractors may have access to information collected through the Sim or Site, including your personally identifiable information.

#### Sale of Business.

We reserve the right to transfer information to a third party in connection with a sale, merger or other transfer of all or substantially all of the assets of iRacing.com or any of its Corporate Affiliates (as defined herein), or that portion of iRacing.com or any of its Corporate Affiliates to which the Sim or Site relates, or in connection with a strategic investment by a third party in iRacing.com, or in the event that we discontinue our business or file a petition or have filed against us a petition in bankruptcy, reorganization or similar proceeding, provided that the third party agrees to adhere to the terms of this Privacy Policy.

#### Affiliates.

We may disclose information (including personally identifiable information) about you to our Corporate Affiliates. For purposes of this Privacy Policy: "Corporate Affiliates" means any person or entity which directly or indirectly controls, is controlled by or is under common control with iRacing.com, whether by ownership or otherwise; and "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of fifty percent (50%) or more of the voting securities, by contract or otherwise. Any information relating to you that we provide to our Corporate Affiliates will be treated by those Corporate Affiliates in accordance with the terms of this Privacy Policy.

#### Public Areas.

The Sim and Site feature various community areas and other public forums (such as users' personal stats pages, member forums, message boards, blogs, and public message areas, including the iRacing World area) (the "Public Areas") where Sim and Site users with similar interests can share information. These Public Areas are open to the public and should not be considered private. We cannot prevent such information from being used in a manner that may violate this Privacy Policy, the law, or your personal privacy. We are not responsible for the results of such postings or for the accuracy of any information contained in those postings.

Any information you share in a Public Area (including personally identifiable information) is by design open to the public and is not private. You should think carefully before posting any information in any Public Area. What you post can be seen, disclosed to or collected by others and may be used by others in ways we cannot control or predict. As with any public forum on any website, the information you post may also show up in third-party search engines like Google, Yahoo, MSN, and Bing. If you mistakenly post personally identifiable information in a Public Area you can send us an e-mail to request that we remove it by contacting us at [support@iracing.com](mailto:support@iracing.com). You should understand that in some cases, we may not be able to remove your personal information.

Finally, a user's name, avatar, and personal stats page (including years of membership and date or original membership), as well as racing statistics, including license level, skill level, and safety rating, are available to

the public, including to all users, and are part of the Public Areas.

## **8. DOES THIS PRIVACY POLICY APPLY WHEN I LINK TO OTHER WEBSITES OR SERVICES?**

The Sim or Site may provide you with access to other websites and services. This may include providing you with the opportunity to purchase (or to obtain more information regarding) certain content, products or services that are sold by parties other than us and with the ability to automatically post updates on Facebook and Twitter and other social media outlets. Please be aware that we are not responsible for the privacy practices of any websites or services other than the Sim and Site. A link to a third-party website does not constitute or imply endorsement by us. Additionally, we cannot guarantee the quality or accuracy of information presented on those websites. We encourage you to read the privacy policies or statements of each and every such website and service. This Privacy Policy applies solely to information collected by us through the Sim and Site.

## **9. IS THE INFORMATION COLLECTED THROUGH THE SIM OR SITE SECURE?**

We want your information (including personally identifiable information) to remain secure. We strive to provide transmission of your information from your computer or mobile device to our servers through techniques that are consistent with commercially reasonable standards and employ administrative, physical, and electronic measures designed to protect your information from unauthorized access. We use Secured Socket Layer (SSL) encryption technology in transmitting such personally identifiable information over the Internet to our servers. Notwithstanding the above, you should be aware that there is always some risk involved in transmitting information over the Internet. There is also some risk that others could find a way to thwart our security systems. As a result, while we strive to protect your information, we cannot ensure or warrant the security or privacy of any information you transmit to us, and you do so at your own risk.

## **10. COULD MY INFORMATION BE TRANSFERRED TO OTHER COUNTRIES?**

Personally identifiable information collected on the Sim or Site may be transferred from time to time to our offices or personnel, or to third parties, located throughout the world, and the Sim and Site may be viewed and hosted anywhere in the world, including countries that may not have laws of general applicability regulating the use and transfer of such information. By using the Sim or Site and submitting information on or through the Sim or Site, you voluntarily consent to the trans-border transfer and hosting of such information. Without limitation of the foregoing, you hereby expressly grant consent to the Promoters to: (a) process and disclose such information in accordance with this Privacy Policy; (b) transfer such information throughout the world, including to the United States or other countries that do not ensure adequate protection for personally identifiable information (as determined by the European Commission, each, an "Inadequate Jurisdiction") and/or countries that may not have laws of general applicability regulating the use and transfer of such information; and (c) disclose such information to comply with lawful requests by public authorities, including to meet national security or law enforcement requirements. To the extent required by applicable law: whenever we transfer your personal data (as defined in the GDPR) to third parties (as described in this Privacy Policy) located in an Inadequate Jurisdiction, we ensure a similar degree of protection is afforded to it; we may use specific contracts approved by the European Commission which give personal data the same protection it has in the European Economic Area under the GDPR; and if we rely on another basis to transfer your personal data to an Inadequate Jurisdiction, we will keep you updated or contact you if required. Please contact us if you want further information on the specific mechanisms used by us when transferring your personal data to an Inadequate Jurisdiction. If you are a user accessing the Sim or Site from a jurisdiction with laws or regulations governing personal data collection, use, and disclosure that differ from those of the United States, please be advised that all aspects of the Sim and Site are governed by the internal laws of the United States and the Commonwealth of Massachusetts, USA, regardless of your location. To the extent that we process personally identifiable information of individuals located in the European Economic Area or the United Kingdom we are bound by and act in compliance with the GDPR.

## **11. FOR HOW LONG WILL MY PERSONALLY IDENTIFIABLE INFORMATION BE KEPT?**

We will only retain your personally identifiable information for as long as necessary to fulfill the purposes for which we collected it.



To determine the appropriate retention period for personally identifiable information, we consider the amount, nature, and sensitivity of that information, the potential risk of harm from unauthorised use or disclosure, the purposes for which we process your personally identifiable information and whether we can achieve those purposes through other means, and the applicable legal requirements.

## 12. WHAT CHOICES DO I HAVE REGARDING MY PERSONALLY IDENTIFIABLE INFORMATION?

We generally use personally identifiable information for the purposes described above or as authorized by you or as otherwise disclosed at the time we request such information from you. You must “opt in” and give us permission to use your personally identifiable information for any other purpose. You may also change your preference and “opt-out” of receiving certain marketing communications from us by following the directions provided in association with the communication, or by contacting [support@iracing.com](mailto:support@iracing.com).

Under certain circumstances and in compliance with the GDPR, you may have the right to:

**Request access** to your personally identifiable information (commonly known as a ‘subject access request’). This enables you to receive a copy of the personally identifiable information we hold about you and to check that we are lawfully processing it;

**Request correction** of the personally identifiable information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected;

**Request erasure** of your personally identifiable information. This enables you to ask us to delete or remove your personally identifiable information where there is no good reason for us to continue processing it. You also have the right to ask us to delete or remove all of your personally identifiable information in certain circumstances;

**Object to processing** of your personally identifiable information where we are relying on a legitimate interest (or that of a third party) and there is something about your particular situation which makes you want to object to processing on this ground;

**Request the restriction of processing** of your personally identifiable information. This enables you to ask us to suspend the processing of your personally identifiable information, for example if you want us to establish its accuracy or the reason for processing it;

**Request the transfer** of your personally identifiable information to another party; and

**Lodge a complaint** with the relevant supervisory authority (as defined in the GDPR). If you have any complaints about the way we process your personally identifiable information please do contact us. Alternatively you may lodge a complaint with the supervisory authority which is established in your country.

If you want to review, verify, correct or request erasure of your personally identifiable information, object to the processing of your personally identifiable information, or request that we transfer a copy of your personally identifiable information to another party, please contact [support@iracing.com](mailto:support@iracing.com).

Such updates, corrections, changes and deletions will not have an effect on other information that we maintain, or information that we have provided to third parties in accordance with this Privacy Policy prior to such update, correction, change or deletion. To protect your privacy and security, we may take reasonable steps (such as requesting a unique password) to verify your identity before making corrections. You are responsible for maintaining the secrecy of your unique password and account information at all times.

You should be aware that it may not be technologically possible to remove each and every record of the information you have provided to us from our system. The need to back-up our systems to protect information from inadvertent loss means that a copy of your personally identifiable information may exist in a non-erasable form that will be difficult or impossible for us to locate. After receiving your request, we will use commercially reasonable efforts to update, correct, change or delete, as appropriate, all personally identifiable information stored in databases we actively use and other readily searchable media, as appropriate, as soon as and to the extent reasonably practicable.

## **DO NOT TRACK**

The term “Do Not Track” refers to a HTTP header offered by certain web browsers to request that websites refrain from tracking the user. We take no action in response to Do Not Track requests. However, if you wish to stop such tracking, please contact us with your request, using our contact details provided below.

### **13. HOW WILL I KNOW IF THERE ARE ANY CHANGES TO THIS PRIVACY POLICY?**

We may revise this Privacy Policy from time to time. We will not make changes that result in significant additional uses or disclosures of your personally identifiable information without allowing you to “opt in” to such changes. We may also make non-significant changes to this Privacy Policy that generally will not significantly affect our use of your personally identifiable information, for which your opt-in is not required. Notification of material changes will be made in accordance with the [iRacing.com Terms of Use](#). We encourage you to check this page periodically for any changes. If any non-significant changes to this Privacy Policy are unacceptable to you, you must immediately contact us and, until the issue is resolved, stop using the Sim and Site. Continued use of the Sim or Site following the posting of non-significant changes to this Privacy Policy constitutes your acceptance of those changes.

### **14. WHOM DO I CONTACT IF I HAVE ANY PRIVACY QUESTIONS?**

If you have any questions or comments about this Privacy Policy or feel that we are not abiding by the terms of this Privacy Policy, please contact our Privacy Agent in any of the following ways:

By e-mail:

[support@iracing.com](mailto:support@iracing.com)

By postal mail or courier:

Customer Care – Privacy Policy Issues  
iRacing.com Motorsport Simulations, LLC  
300 Apollo Drive  
Chelmsford, MA 01824  
Telephone: 781-541-6360

BY USING THE SIM OR SITE, OR PERMITTING YOUR CHILD (NOT UNDER THE AGE OF 13) TO USE THE SIM, YOU SIGNIFY YOUR ACCEPTANCE OF THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, YOU SHOULD NOT USE THE SIM OR SITE OR PERMIT YOUR CHILD TO USE THE SIM. CONTINUED USE OF THE SIM OR SITE FOLLOWING THE POSTING OF CHANGES TO THIS PRIVACY POLICY THAT DO NOT SIGNIFICANTLY AFFECT THE USE OR DISCLOSURE OF YOUR PERSONALLY IDENTIFIABLE INFORMATION MEANS THAT YOU ACCEPT THOSE CHANGES.

### **15. SPECIAL NOTICE FOR CALIFORNIA RESIDENTS**

This Section 15 shall apply only to the extent that we are regulated as a business (as defined in the CCPA) under the CCPA (as defined below). This Section 15 shall apply to you only if you are a California resident.

As used in this Section 15, “sell” (including any grammatically inflected forms thereof) means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, consumer information (as defined below) to another business or a third party for monetary or other valuable consideration.

“Selling” does not include (i) disclosing consumer information to a third party at your direction, provided the third party does not sell the consumer information except in accordance with the California Consumer Privacy Act (collectively with any regulations promulgated thereunder, the “CCPA”), (ii) where you intentionally interact with a third party through the Sim or Site, provided the third party does not also sell the consumer information, (iii) using or sharing your consumer information with a service provider as necessary to perform business purposes, provided that such service provider provides its services on iRacing.com’s behalf and provided that the service provider does not further collect, sell or use the consumer information except as necessary to perform the business purpose, or (iv) transfers of your consumer information to a third party as an asset that is

part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of iRacing.com, provided that information is used or shared consistently with the CCPA.

Where noted in this Privacy Policy, until the applicable date specified in the CCPA, the CCPA exempts consumer information reflecting a written or verbal business-to-business communication ("B2B consumer information") from some its requirements, provided that such exemptions shall not apply from and after such date specified by the CCPA.

**15.1 Consumer Information Collected:** We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with particular California residents, devices or households ("consumer information"). Consumer information does not include deidentified or aggregated information, publicly available information from government records, or any other information that is excepted from the definition of "personal information" under the CCPA, or any information that is otherwise not regulated by the CCPA. In particular, with respect to the activities covered by this Privacy Policy, we have collected the following categories of consumer information from California residents, households or devices within the last twelve (12) months:

Category	Examples	Business or commercial purposes for which we collect and use consumer information	Categories of third parties to whom we have disclosed consumer information for a business or commercial purpose in the preceding twelve (12) months.
A. Identifiers.	Name, address, telephone number, email address, Internet Protocol address, customer ID, username, avatar, profession, date of birth, current location, personal stats page (including years of membership and date of original membership), and device identifiable information, such as CPU serial number and hard drive information (and any other identifiers to the extent included in a Public Area).	Provision, improvement, and promotion of the Sim and Site; tax or business operational purposes.	Racing Partners, Third Parties Generally, EasyAntiCheat, and Outside Contractors, each as described in Section 7.
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	Name, address, telephone number, and credit card information (collected directly by the Payment Services Provider) (and any other Personal information categories listed in the California Customer Records statute to the extent included in a Public Area).	Provision of the Sim and Site; tax or business operational purposes.	Outside Contractors, as described in Section 7.
C. Protected	Gender, age, and any	Provision, improvement,	Outside Contractors, as

classification characteristics under California or federal law.	protected classification characteristics under California or federal law to the extent included in a Public Area.	and promotion of the Sim and Site; tax or business operational purposes.	described in Section 7.
D. Commercial information.	Records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies (and any other commercial information to the extent included in a Public Area).	Provision, improvement, and promotion of the Sim and Site; tax or business operational purposes.	Third Parties Generally and Outside Contractors, each as described in Section 7.
E. Biometric information.	Any biometric information to the extent included in a Public Area.	Provision, improvement, and promotion of the Sim and Site; tax or business operational purposes.	Outside Contractors, as described in Section 7.
F. Internet or other similar network activity.	Browsing history, search history, information on your interaction with a website, application, or advertisement (and any other Internet or other similar network activity information to the extent included in a Public Area).	Provision, improvement, and promotion of the Sim and Site; tax or business operational purposes.	Third Parties Generally and Outside Contractors, each as described in Section 7.
G. Geolocation data.	Any geolocation data to the extent included in a Public Area.	Provision, improvement, and promotion of the Sim and Site; tax or business operational purposes.	Outside Contractors, as described in Section 7.
H. Sensory data.	Any sensory data to the extent included in a Public Area.	Provision, improvement, and promotion of the Sim and Site; tax or business operational purposes.	Outside Contractors, as described in Section 7.
I. Professional or employment-related information.	Any professional or employment-related information to the extent included in a Public Area.	Provision, improvement, and promotion of the Sim and Site; tax or business operational purposes.	Outside Contractors, as described in Section 7.
J. Inferences drawn from other personal information.	Information relating to social media presence of iRacing.com users; racing statistics (including license level, skill level, and safety rating).	Provision, improvement, and promotion of the Sim and Site; tax or business operational purposes.	Third Parties Generally and Outside Contractors, each as described in Section 7.

**15.2 Use of Consumer Information; Categories of Sources:** We use consumer information for the business or commercial purposes described in the table above and in the manner described in Sections 2, 3,

and 6 of this Privacy Policy with respect to personally identifiable information. Regarding the categories of sources from which consumer information is collected, we collect consumer information that you submit to us. We may also receive consumer information about you from third parties, including third parties providing credit and debit card authorization and fraud screening services as part of your use of the Sim, as well as analytics service providers and video game digital distribution service providers. Additionally, if you are a Sim user, we may receive your email address from another user if you refer such other user to us.

**15.3 Disclosures of Consumer Information for a Business or Commercial Purpose:** iRacing.com may disclose your consumer information described in the table above to a third party for a business or commercial purpose, as described in the table above and in Sections 3 and 7 of this Privacy Policy with respect to personally identifiable information. In the preceding twelve (12) months, iRacing.com has disclosed the categories of consumer information described in the table above for a business or commercial purpose to the categories of third parties described in the table above. Further, any information posted to the Public Areas in the preceding twelve (12) months has been publicly available as described in Section 3.

**15.4 Sales of Consumer Information:** In the preceding twelve (12) months, iRacing.com has not sold, nor does it or will it sell, consumer information.

**15.5 California Residents' Rights and Choices:** The CCPA provides California residents with specific rights regarding their consumer information. This Section 15.5 describes your CCPA rights (to the extent applicable to you) and explains how to exercise those rights.

**15.5.1 Access to Specific Information and Data Portability Rights:** You may have the right to request that iRacing.com disclose certain information to you about our collection and use of your consumer information over the past 12 months. Once we receive and confirm your verifiable consumer request (in the manner described in Section 15.6 below), to the extent required by the CCPA, we will disclose to you:

15.5.1.1 The categories of consumer information we collected about you.

15.5.1.2 The categories of sources for the consumer information we collected about you.

15.5.1.3 Our business or commercial purpose for collecting that consumer information.

15.5.1.4 The categories of third parties with whom we share that consumer information.

15.5.1.5 The specific pieces of consumer information we collected about you (also called a data portability request).

15.5.1.6 If we disclosed your consumer information for a business purpose, a list disclosing disclosures for a business purpose, identifying the consumer information categories that each category of recipient obtained.

We will not provide the foregoing access and data portability rights for B2B consumer information prior to such date required by the CCPA.

**15.5.2 Deletion Request Rights:** You have the right to request that iRacing.com delete any of your consumer information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm a verifiable request from you (if you are a California resident) in the manner described in Section 15.6 below ("verifiable consumer request"), we will delete (and direct our service providers to delete) your consumer information from our records, unless an exception applies. We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

15.5.2.1 Complete the transaction for which we collected the consumer information, provide a product or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, or otherwise perform our contract with you.

15.5.2.2 Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal

activity, or prosecute those responsible for such activities.

15.5.2.3 Debug products or services to identify and repair errors that impair existing intended functionality.

15.5.2.4 Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.

15.5.2.5 Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *et. seq.*).

15.5.2.6 Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.

15.5.2.7 Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.

15.5.2.8 Comply with a legal obligation.

15.5.2.9 Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

We will not provide the foregoing deletion rights for B2B consumer information prior to such date required by the CCPA.

## **15.6 Exercising Access, Data Portability, and Deletion Rights:**

15.6.1 To exercise the access, data portability, and deletion rights described in Section 15.5 above, please submit a verifiable consumer request to us by either: (1) calling us at 1-800-928-1923; (2) visiting <https://www.iracing.com/personally-identifiable-information-request-web-form/>; or (3) contacting us in accordance with Section 14. Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your consumer information. You may also make a verifiable consumer request on behalf of your minor child. You may make a verifiable consumer request for access or data portability no more than twice within a 12-month period. The verifiable consumer request must: (i) provide sufficient information that allows us to reasonably verify you are the person about whom we collected consumer information or an authorized representative; and (ii) describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it. We cannot respond to your request or provide you with consumer information if we cannot verify your identity or authority to make the request and confirm the consumer information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use consumer information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request. In the event you make a request under this Section 15, we may take various approaches to verify your identity depending on the nature of your request. These approaches may include initiating video conferencing or telephone calls with you or reaching out to by email or otherwise to ask you questions pertaining to the information we have about you.

15.6.2 We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to ninety (90) days), we will inform you of the reason and extension period in writing. If you have an account with us, we may deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your consumer information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance. If your requests are manifestly unfounded or excessive, in particular because of their repetitive character, we may either charge a reasonable fee, taking into account the administrative costs of providing the information or communication or taking the action requested, or refuse to act on the request and notify you of the reason for

refusing the request.

**15.7 Non-Discrimination:** We will not discriminate against you for exercising any of your CCPA rights, including, unless permitted by the CCPA, by:

15.7.1 Denying you goods or services.

15.7.2 Charging you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.

15.7.3 Providing you a different level or quality of goods or services.

15.7.4 Suggesting that you may receive a different price or rate for goods or services or a different level or quality of goods or services.