

## GENERAL TERMS AND CONDITIONS RALLYE BRESLAU

VERSION 05.03.2018

Dear Participant of Rallye Breslau,

Please read through these General Terms and Conditions carefully, because you are accepting them by the act of your registration. They apply for all services of Rallye Breslau Int. Assn. (referred to as "the Organiser").

### 1. CONCLUSION OF THE CONTRACT

**1.1.** By the act of registering the Participant offers the Organiser the conclusion of a binding contract. Registration can be made in writing or using the website operated by the Organiser or using a booking tool, acknowledged by the Organiser. This also is done by the applicant for all participants and accompanying persons, for whose contractual obligations the applicant shall be responsible equally as for his/her own obligations, insofar as she/he has taken on a relevant additional obligation through an express and additional declaration.

**1.2.** Following registration the Participant shall receive a confirmation of registration, containing all important data about the services booked incl. payment details. Should the confirmation of registration differ from the registration itself, the Organiser shall make a renewed offer to which he is bound for the period of 14 days. The contract shall be concluded on this basis when the Participant declares acceptance within the binding period set by the Organiser.

**1.3.** The registration of all Participants is an essential requirement, also including the co-driver and accompanying persons. Through this registration you acknowledge:

- these General Terms and Conditions
- Participant waiver of liability for RALLYE BRESLAU
- the special safety instructions
- the Regulations

Any own terms and conditions of the Participant shall not apply.

**1.4.** The closing date for registration is 10.06.2018 for Rallye Breslau Poland and 26.08.2018 for Balkan Offroad rallye (should any starting places still be available it may be possible to accept late applications. Please refer to the entry request procedure in the Regulations). To the extent that the application is not made by the Participant personally, then the applicant shall be responsible for ensuring that the Participant and accompanying persons as submitted are thoroughly familiar with and informed about these General Terms and Conditions, waiver of liability, the rules and the safety regulations.

**The waiver of liability declaration must be signed personally by each participant at the Administrative Check before the start of the event.**

### 2. TERMS AND CONDITIONS OF PAYMENT

**2.1.** The issuing of start numbers for RALLYE BRESLAU is on the "first come, first served" principle. Start numbers will be allocated on the basis of the following criteria:

- receipt of online registration together **down payment** or **full payment** of the entry fee

Late payments will result in higher start number.

**2.2.** The scope of the contractual services and also the participation fees result from the service description given under the rally's website and the Regulations in the latest published version, as also from the data given in the confirmation of registration. The full participation fee is due immediately upon the conclusion of the contract.

**2.3.** If the down payment is not paid within 4 weeks of confirmation of registration, and should the payment also not be received following a request for payment and the set period of grace, the Organiser has the right to terminate the contract and delete the online registration.

**2.4.** Should the full entry not be received by the Organiser by the entries closing dates, and should the payment also not be received following a request for payment and the set period of grace, the Organiser has the right to terminate the contract, and to demand compensation, except in such cases where a serious fault can be shown at this time.

**2.5.** In the case of registrations at short notice (less than 1 month between the registration date and date of the event) the full entry fee must be paid at once.

**2.6.** In the case of accepted entry application after the entries closing date the full fee must be paid at the rally.

**PLEASE REFER TO THE REGULATIONS FOR MORE DETAILS.**

### **3. CHANGES TO THE SERVICES AND PRICES**

**3.1.** Changes and deviations to individual services from the agreed content of the contract, which may be necessary following the conclusion of the contract and which have not been introduced by the Organiser in bad faith, are permitted for the Organiser insofar as the changes or deviations are not of great significance and the overall concept of RALLYE BRESLAU is not compromised by them.

**3.2.** The Organiser shall inform the Participant without delay of any necessary changes or deviations. The information shall be sent out exclusively in electronic form by e-mail, and for this reason each participant has the obligation to make known a current and regularly accessed e-mail address in the course of the registration procedure.

### **4. CANCELLATION AND TERMINATION BY THE ORGANISER – EXCLUSION OF A PARTICIPANT**

The Organiser may withdraw from the contract or terminate the contract after the start of the event in the following cases,

**4.1. Without prior notice:** In the course of the event in its entirety the designees and helpers of the Organiser shall have the right to issue instructions to the Participant. The Organiser expressly draws attention to the fact that the Participant must behave in an extremely disciplined manner during the entire course of the event and must also follow the regulations and the instructions of the Organiser.

An absolute alcohol prohibition (0,0 per mil) and drugs prohibition shall apply throughout the entire active participation in the timed trials.

The scrupulous following of the instructions as given is essential for maintaining safety. In the event of infringements the Organiser has the right, without the need for a further warning, to exclude the Participant from the event.

Should the Participant cause a continued interruption to the implementation of the event irrespective of a warning given by the Organiser or infringe against the event regulations and the safety rules. The Organiser shall have the right to terminate the contract without notice.

A refund of the entry fees shall not be made in cases of this kind.

**4.2. Rally medical officer:** The responsible rally medical officer has the right to exclude the Participant from any further participation in the event. Both the Participant and the Organiser are

bound by this medical decision. A repayment of the participation fees shall not be made in cases of this kind.

**4.3. Up to 1 week before the start of the event:** The event can be cancelled by the Organiser when the minimum number of participants is not reached. The participation fees paid shall then be returned by the Organiser minus those costs that have already been incurred. Refund will be made according to the event regulations. The Organiser will be liable only for funds paid. All claims for compensation are ruled out. Anyway the Organiser shall make every effort to provide a substitute event of equal quality.

## **5. PROGRAMME CHANGES, CANCELLATION OF SEPARATE ACTIVITIES OR OF THE EVENT IN ITS ENTIRETY**

**5.1.** The Organiser retains the right to change the activities programme or separate agreed services, when unforeseen circumstances (e.g. force majeure, weather or natural circumstances, public authority measures or safety risks, minimum participation, behaviour of the participants) shall make this necessary. He shall make every effort to provide a substitute event of equal quality. Should a significant change in the programme be made resulting in a fee increase of more than 5% the Participant shall have the right to withdraw from the contract.

**5.2.** The Organiser draws attention to the fact that in the case of all the services offered, the specific circumstances of a motor sport event (weather, accident, stopping of the race, closure of the race route, a defect to the vehicle, non-availability of the vehicle etc.) make it essential to reserve the right of changes in the schedule and the procedure of the event.

**5.3.** Should as a result of force majeure (e.g. weather or natural circumstances, public authority measures, social disturbances, safety risks, limitations imposed by landowners etc.) the implementation the event be made impossible, the Organiser shall have the right to cancel the planned event and provide a substitute event of equal quality in Europe within the next 6 months. In this case no refund of fees paid will be made.

**5.4.** Should event implementation not be reasonably possible as a result of safety or organisational factors, the Organiser shall have the right to cancel the planned event the Organiser shall have the right to cancel the planned event and provide a substitute event of equal quality in Europe within the next 6 months. In this case no refund of fees paid will be made.

## **6. COMPLAINTS & WARRANTY**

**6.1. Redress:** Should the event not be implemented in accordance with the contract, the Participant may demand redress within a reasonable period of grace. The Organiser is entitled to provide redress by providing a substitute event of equal quality. The Organiser has the right to refuse redress, when this can only be provided with disproportionate effort and expense. The Participant is irrespective of this under the obligation to report any event deficits to the organiser's administrative office and to demand redress. The Participant shall be informed of how to contact the organiser's administrative offices on registration. All claims are ruled out should the Participant fail to notify a complaint against any event deficits. The Organiser's helpers and route marshals of the Organisers shall not have the right to issue legally binding declarations or to accept complaints.

**6.2. Termination of contract:** Should the event be severely prejudiced as a result of a fault and should the Organiser fail to provide redress within a reasonable period of grace, the Participant shall have the right to terminate the contract by means of a written declaration. The Participant shall in this case owe the Organiser that portion of the participation fee for services consumed, insofar as these services were of interest for him/her.

**6.3.** The transfer of claims against the Organiser, the legal basis of which lies in faults in the services, is excluded.

**6.4. Obligation to cooperate:** The Participant has the obligation in the case of any faults in the services arising to cooperate within the scope of the statutory regulations to prevent any damage from occurring, or that the effects are as minimal as possible. The Participant is in particular under the obligation to inform the organiser's administrative office without delay in the case of any faults arising. Any additional costs incurred as a result of the Participant being late shall be borne by the Participant. Should a participant be late for a timed trial, or should s/he leave this before the finish, there shall be no claim for a repayment.

## **7. LIMITATION OF LIABILITY**

**7.1.** Any claims for damages of the Participant against the Organiser shall be subject to limitation in accordance with the waiver of liability declaration that is provided separately by the Organiser.

**7.2.** The Organiser shall not be liable for faults in the services, injuries to persons and damage to property connected with any services that are mediated as external services. These services are expressly referred to as being external services in the event rules, and this in such a manner that they are clearly recognizable for the Participant as not being included in the services of the Organiser.

**7.3.** Should international agreements, or statutory provisions based upon these agreements be applicable for the services to be provided by a specific service provider, under the terms of which claims for damages against that service provider may only be asserted under certain conditions or restrictions, the Organiser shall have right of appeal against these terms.

## **8. EXCLUSION AND LIMITATION OF CLAIMS**

Should the Participant assert a right to request from the Organiser a reduction, a claim for damages, a payment of expenses or repayment of the participation fees following termination of the contract or following cancellation of the event for other reasons, then she/he must make these claims in writing to the Organiser at his association headquarters within 14 days following the termination of the event as foreseen in the contract. The period of grace shall only be valid when this declaration has been received before the expiry of the deadline. Following expiry of the deadline the Participant may only assert claims, when she/he was unable to meet this deadline through no fault of his/her own. The Organiser's helpers and route marshals do not have the right to receive claims of this kind. The Organiser's helpers and route marshals also do not have the right to acknowledge any claims whatsoever. All Participant claims shall expire within a period of 12 months. Exceptions to this are damages resulting in death, physical injury or health impairment, which result from an intentional or a serious negligence of obligations – including those of a statutory representative or a vicarious agent, of the group of persons released from duty – and other damages arising from an intentional or a serious negligence of obligations – also on the part of a statutory representative or a vicarious agent, of the of the group of persons released from duty – the statutory period of limitation shall be applicable for them. The period of limitation begins with the day on which the event ends. When the Participant has lodged claims of this kind, then the period of limitation is extended to the day on which the Organiser rejects these claims in writing. The rejection of the claims is simultaneously the declaration of the Organiser, that further negotiations shall not be conducted in respect to the claim, without the requirement that special notification shall be given for this in the rejection.

## **9. RELEASE FROM MEDICAL CONFIDENTIALITY OBLIGATIONS**

In the event of an injury occurring or established to have been caused in the course of the event, or in the case of damage to the health that may put in question on a permanent or a temporary basis any continued suitability for motor sports activities, the signatory releases all medical

doctors who provide treatment in these cases – taking account of the potential safety risks which may arise from these circumstances for third parties – from the medical obligation of confidentiality over and against the responsible officials at the event.

## **10. PASSPORT, VISA AND HEALTH REQUIREMENTS**

The Organiser is not responsible for providing information on passport, visa and health requirements any change in these before the event.

## **11. INSURANCE POLICIES**

**11.1.** The Participants acknowledge the special level of risk represented by a motor sport event and also the special liability regulations for event participation. The Organisers recommend that the Participants check whether they have adequate insurance cover for the risks connected with the event, in particular in regard to accident, medical care and third party liability, and where appropriate they should obtain additional insurance policy coverage.

**11.2.** Taking part in RALLYE BRESLAU represents active participation in a motor sport competition, in which achievement of the highest speeds is aimed at. In cases such as these a number of insurance brokers have now withdrawn from providing car third party liability insurance for vehicles participating in these events. The insurer exclusion grounds: participation at a driver event is excluded from insurance cover.

**This means:** NO insurance for personal injury or for damage.

**Note:** All participants are requested to check the car third party liability insurance conditions for vehicles participating in RALLYE BRESLAU.

## **12. PRESS PHOTOGRAPHS, ASSIGNMENT OF RIGHTS**

Should photographs or film be made of the Participant during the event, the Participant declares agreement on event registration and entry, with the use and publication of this image material by either the Organiser or his event co-organisers and hereby assigns all rights in this material to the Organiser. Furthermore the Participant permits the publication of entry lists/starting lists and results with his/her name.

## **13. THE RIGHT TO REVOCATION AS A CONSUMER**

Right of revocation

You may revoke your contractual declaration within 14 days without giving reasons in written form (e.g. a letter, fax, e-mail). The period begins upon receipt of this notification in writing, but not before the conclusion of the contract and also not before fulfilling our information obligations in accordance with Article 246 § 2 in conjunction with § 1 paras. 1 and 2 EGBGB and also our obligations in accordance with § 312e para. 1 sentence 1 BGB in conjunction with Article 246 § 3 EGBGB. The cancellation period is observed by timely sending the cancellation notice.

The cancellation must be addressed to:

Rallye Breslau International Association  
St. Petersburg Blvd. 75  
4006 Plovdiv/Bulgaria  
E-mail: info@rallye-breslau.com

### **Consequences of revocation**

In the case of a legally effective revocation the mutually received services must be returned by both parties and also any uses derived from them (e.g. interest) must also be returned. Should it not be possible for you to return the service received from us either in its entirety or in part, or if this can only be done in a deteriorated state, you shall be under obligation to compensate us to this extent. All obligations for the making of payments must be made within 30 days. The period of grace begins for you on sending your cancellation notice, for us with the receipt of it.

**Special information**

In the case of a service your revocation right shall expire early, when your contractual partner has begun with the implementation of this service with your express agreement before the end of the cancellation notice period or when you have requested this yourself.

=End of the revocation notification=

**14. DATA PROTECTION, CONFIDENTIALITY**

**14.1.** The Participant is aware and s/he agrees that certain personal data required for dealing with the contract shall be saved on data carriers by the Organiser. The Participant expressly agrees to the acquisition, the processing and use of her/his personal data. The data which is saved will be treated in strict confidentiality by the Organiser as a matter of course. The acquisition, the processing and use of the personal data of the Participant is done in compliance with the German Federal Data Protection Act (BDSG) and the German Telemedia Act (TMG).

**14.2.** The Participant shall have the right to revoke his/her agreement to this clause at any time with full effect for the future. The Organiser is obliged to immediately erase the recorded personal data of the customer in such a case. In the course of current registration processes, the data shall be erased after the conclusion of the registration process.

**14.3.** We will be glad to inform you about the data on your person that we have saved on a written request from you to do so.

**15. PLACE OF FULFILMENT, APPLICABLE LAW, PLACE OF JURISDICTION, WRITTEN FORM**

The law of Bulgaria and Plovdiv as the court of jurisdiction are agreed for all disputes arising from this contract, insofar as the Participant is a business person, a legal person under public law or a public entity. Changes, additions and the suspension of the contract must be in written form. The reversal of the written form requirement is also only possible in writing.

**16. FINAL PROVISIONS**

**16.1.** Should individual provisions of this contract be ineffective or unenforceable, the effectiveness of this contract is not otherwise affected thereby. The contractual parties agree that any invalid or impracticable provision resulting in a potential contractual loophole shall be replaced by the provision which approximates closest in terms of contents and economic intent to the invalid or impracticable provision.

**16.2.** The Organiser reserves the right to change this GTC and the Regulations at any time and without giving grounds for doing so. The changed conditions shall be sent to the Participant by e-mail. Should a participant not challenge the validity of the new GTC/Regulations within a period of two weeks after receipt of the e-mail, the changed GTC/Regulations shall be considered as accepted. The Organiser shall also inform the Participant in the e-mail with the notification of the changed conditions, and do so separately, about the significance of this two weeks period of grace. Should individual provisions of this contract be ineffective or unenforceable, the effectiveness of this contract in all its remaining terms is not otherwise affected thereby. The German version of the contract only is legally binding.