

Terms and Conditions and Liability Limitation

Rallye Target Bavaria 2024 | Rijeka – Munich

1. Scope

- 1.1 These terms and conditions and liability limitations (collectively "**Terms and Conditions**") apply to the application process and participation in the "Rallye Target Bavaria 2024 (Rijeka – Munich)" event (hereinafter referred to as the "**Event**"). The event will be organized from May 25, 2024, to May 31, 2024, between Rijeka and Munich, by Linea Bavaria GmbH, Wittelsbacherstraße 2A, 82319 Starnberg (hereinafter referred to as the "Organizer").
- 1.2 The Terms and Conditions govern the legal relationship between the participant (including co-drivers) and the Organizer. These Terms and Conditions apply to private racetracks, special tests, and during drives on public roads.

2. Application Procedure / Nomination

Interested parties can apply for participation in the event from October 18, 2023, to March 31, 2023. The application is done by submitting a fully completed application form to the Organizer, available at <https://www.target-bavaria.com> under "Apply now".

By submitting the application, the participant accepts these Terms and Conditions. Upon submission of the application, an application fee of EUR 2,500.00 incl. VAT becomes due for payment. Only with the payment of the application fee an application is considered submitted. The application fee will be refunded if the Organizer rejects the application. The organizer reserves the right to withhold the application fee, if the applicant does not cancel their application by March 31st in written form. The Organizer decides on the acceptance of the application at its discretion. The decision of the Organizer is final and binding. The Organizer will inform applicants separately about the result of the application. The Organizer's aim is to ensure a broad field of participants representing different manufacturers and vehicle types. Rare vehicles are preferred in the selection process. In the case of similar vehicles, the priority principle is applied. If the application is accepted, the applicant receives a confirmation of participation (nomination). With the nomination, the participant receives the entry form from the Organizer. This form must be filled out and returned to the Organizer. With the nomination, an entry fee becomes due for payment to the Organizer. The amount of the entry fee depends on the chosen participation category and additional selected extras. The entry fee will be invoiced separately to the participant. There is an early bird discount until December 31, 2023. The nomination deadline is March 31, 2024 (possibly earlier if the maximum number of participants is reached, with a possible extension for special vehicles). Additionally, details can be found at <https://www.target-bavaria.com/application>.

3. General Participation Requirements, Participation Categories

- 3.1 The Target Bavaria Rally is a journey through 4 countries from Rijeka (Croatia) to Munich (Germany) with connecting stages and special tests. The instructions of the organizer and, where applicable, the regulations "Regularity" and "Competition" apply, which can be found under the Curves Codex on the website www.target-bavaria.com. These are integral parts of these **terms and conditions**.
- 3.2 Each participant must have reached the age of 18 at the time of the event. The participation of accompanying persons who have not yet reached the age of 18 requires the separate consent of the legal guardian and the organizer and can only be allowed in the Regularity classification.
- 3.3 Participants register as teams, with the number of team members limited to 2 persons.
- 3.4 Each participating team must ensure that at least the driver has a valid driver's license for the Regularity classification and both team members have valid driver's licenses for the Competition classification. During the rally, the vehicle, even on closed premises, may only be driven by the team member with a valid driver's license. Participants are required to present their valid driver's licenses to the organizers upon request and have them with them throughout the event.
- 3.5 Eligible to participate are exclusively individuals who are fully fit to drive. Any form of impairment of fitness to drive, whether by alcohol, drugs, or medication results in the exclusion of the respective participant from the event. The applicable traffic laws and regulations apply.
- 3.6 The participant is obliged to follow the instructions of the organizer, its employees, and agents. The organizer is entitled to exclude participants who endanger themselves or others through undisciplined behavior from participating in the event.
- 3.7 Pilots in the Regularity classification declare, with their registration, that they do not suffer from any health complaints that would make participation medically inadvisable or hazardous. It is the sole responsibility of the participant to have their health and training condition medically assessed for suitability for participation in the event immediately before the event. The participant must present the Clearance Certificate (certification of fitness) available on www.target-bavaria.com/curves-codex at the latest during the administrative check, in its original form with the signature and stamp of the examining physician, not older than 4 weeks. No Clearance Certificate means no participation for the participant.
- 3.8 Both team members in the Competition classification must present an international racing license of Group C/D, for which a medical check is a prerequisite.
- 3.9 Each participant is required to take out foreign health insurance for the duration of the event, including repatriation.

4. Vehicles

- 4.1. Participants' vehicles must comply with the regulations of the Road Traffic Licensing Regulations of all four countries. The vehicle must have a lawful road traffic registration or a special permit. The participant assures that the vehicle meets all legal requirements applicable to operating on public roads in the countries where the event takes place.
- 4.2. The organizer reserves the right to allow vehicles to participate that do not comply with the "Regularity" and "Competition" regulations, especially if they are particularly rare or special. The teams of these vehicles do not take part in the official ranking and are referred to as "special guests".
- 4.3. During the technical inspection on Saturday, May 25, 2024, and Sunday, May 26, 2024, the organizer will check the vehicles for compliance with the required participation conditions and the sports administrative rules for Competition and Regularity. Participants must present all relevant documents and evidence, including registration certificates, insurance certificates, and other necessary documents, such as the HTP for Competition vehicles and the age certificate for Regularity vehicles.
- 4.4. If it turns out that a vehicle does not meet legal requirements or is not authorized for use on public roads, the event organization reserves the right to exclude the participant from the event.
- 4.5. If a Competition vehicle is found to be non-compliant, the organizer reserves the right to penalize the vehicle with time penalties or to reclassify it into the Regularity category.

5. Participation Fee, Scope of Services

- 5.1. The participation fee consists of the application fee, the entry fee, and the extras.
- 5.2. The participation fee includes the following services:
 - Roadbook with organized route guidance,
 - Various types of timed tests on closed roads, including WRC stages,
 - 6 nights in the best available/logistically well-located hotels,
 - 6 exclusive evenings, including the final gala dinner in Munich,
 - Full-day catering during the entire event,
 - Timed tests on closed country roads,
 - Professional timing and evaluation,
 - Event souvenirs and merchandise,
 - Trophies and/or prizes for the best performances/consolation and special prizes,
 - Support in planning and a contact person,
 - Parking spaces (including parcs fermés) in close proximity to the hotels and places visited during the rally.

Additionally, the schedule and description of the event's services are subject to the information on the organizer's website, available at <https://www.target-bavaria.com> under Route and Schedule.

- 5.2. Participants are responsible for the technical support and maintenance of their vehicles at their own expense during the event.
- 5.3. If a participant unexcusedly does not attend the event, the participation fee will not be refunded. In case a participant does not avail themselves of individual services provided by the organizer, there is no entitlement to a partial or full refund of the paid participation fee.
- 5.4. The organizer reserves the right to make necessary adjustments and additions to the announcement, the event program, and the schedule or to cancel the event in extraordinary circumstances.

6. Data Collection and Utilization; Use of Image and Sound Recordings

- 6.1 The participant is aware that this is a publicly conducted event. It may be the subject of media coverage both online on the internet and/or social media and offline on radio, TV, and print. The participant must anticipate that their participation may be the subject of image and video coverage. The organizer will also document the event in images and sound.
- 6.2 Participants are aware that, through their registration and participation in the event, they may be considered "public figures." The participant hereby expressly agrees, also on behalf of their sponsors, that their names, photos, film recordings, images of their vehicles, and similar representations may be used and disseminated in digital media, print media, and television in connection with the event. This consent includes the rights to public reproduction, reproduction, distribution, and use for commercial as well as non-commercial advertising purposes, press coverage, and any other purposes related to the event.
- 6.3 The personal data provided by the participant during registration will be stored and processed for the purpose and duration of conducting and handling the event.
- 6.4 The participant agrees that the organizer and third parties commissioned by them are authorized, within the scope of the event, to create image, sound, and audiovisual recordings of the participants without compensation for the persons depicted and may conduct interviews with the participant if necessary. The organizer may freely publish and use the created photographs, film recordings, audio recordings, and interviews for their own documentation and editorial purposes of the event, both on the website at www.target-bavaria.com, in print media, and on social media platforms.

The participant grants the organizer the exclusive, unlimited right, in terms of time, space, and content, to reproduce, distribute, and publicly display and make available the recordings, especially to use the photographs commercially, both for advertising purposes offline and online, and in social networks, particularly in the following ways: magazines, newsletters, posters, photo and video impressions of the event, and press releases. This includes the organizer's right to identify the participant by name. The provisions of the GDPR are complied with.

- 6.5. For the processing and execution of the event, the organizer processes the participant's first and last names, gender, date of birth, nationality, place of residence, email, and telephone number. This information must be provided to participate in the event. The processing is necessary to fulfill the participant contract. The legal basis is Art. 6 para. 1 lit. b GDPR.
- 6.6. The participant agrees that their data may be used for event-related mailings. The participant can subsequently object to this use in writing.
- 6.7. Each participant has the right to free information about their stored data and, if applicable, the right to correction, blocking, or deletion of this data. If the participant has further questions about the collection, processing, or use of their personal data, they can contact the organizer at "info@target-bavaria.com." The same applies to information, blocking, deletion, and correction requests regarding personal data, as well as revocations of participant consents.
- 6.8. For additional information and regulations regarding the processing of the participant's personal data, the organizer has drafted a separate consent form to which the participant must agree during registration. The consent form is available at <https://target-bavaria.com/curves-codex>.
- 6.9. If a participant believes that the processing of their data violates data protection laws, the participant is entitled to complain to a supervisory authority. In Bavaria, for example, you can contact the following data protection authority:

Bavarian State Office for Data Protection Supervision (BayLDA)

Promenade 27, 91522 Ansbach

7. Adjustment, Cancellation, and Termination of the Event

7.1 The participant has a contractual right of withdrawal. If the participant withdraws from the contract, the organizer may retain the following amounts:

- from 90 days before the start of the event: 25% of the gross amount of the participation fee
- from 60 days before the start of the event: 50% of the gross amount of the participation fee
- from 30 days before the start of the event: 100% of the gross amount of the participation fee

General legal provisions also apply.

8.1. The organizer is entitled to adjust and postpone the event if important reasons require this and if this is reasonable for the participants. The organizer will inform the participant as soon as possible about such a change, if possible, in advance by email and on the website.

8.1. The organizer has a contractual right to withdraw if a minimum number of 45 participants is not reached. After receipt of the withdrawal declaration, participants will be refunded the paid participation fees immediately.

8.1. If the event is significantly impeded, endangered, or impaired due to extraordinary circumstances not foreseeable at the time of the contract, the organizer reserves the right to terminate the contract. These extraordinary circumstances include but are not limited to the lack of permits from authorities, natural disasters, unrest, pandemics and wars. In such a case, the termination does not give rise to claims by the participants against the organizer. However, the organizer must reimburse the value of the saved expenses and the benefits derived from another use of the unused services.

8.1. The organizer can exclude the participant from the event and terminate the contract if the participant persistently disrupts the event, behaves unsportingly, or otherwise violates the participation conditions, applicable regulations, and laws, or fails to fulfill them. The participation fee will not be refunded.

8. Limitation of Liability, Indemnification

8.1. The organizer is liable only for damages caused by gross negligence or willful intent; excluded from this limitation of liability are damages caused by culpable injury to life, body, or health of a person and damages resulting from the culpable breach of a material contractual obligation of the organizer, i.e., an obligation that forms the basis of the contract, was crucial for the conclusion of the contract, and on whose fulfillment the contractual partner may rely. Otherwise, the liability of the organizer is excluded. In the case of a slight negligent breach of a cardinal obligation, the liability of the organizer is limited to the amount that was foreseeable for the organizer at the time of the respective service.

- 8.2. The exclusion of liability under 8.1. also applies to damages to the vehicle caused by attaching start numbers and event identifiers (rally signs). It is the participant's responsibility to attach the signs to their vehicle.
- 8.3. The participant (driver, co-driver), as well as the vehicle owner and holder, declare a waiver of claims of any kind for damages arising in connection with the event, in accordance with the limitations set out in Clause 8.1. This includes, in particular, claims against:
- the organizer, its representatives, its marshals, its helpers and officials, and possible track owners;
 - authorities and other persons associated with the organization of the event;
 - the road authority, insofar as damages are caused by the condition of the roads, including accessories, to be used during the event;
 - the agents and vicarious agents of all the aforementioned persons and entities;
 - other participants, co-drivers, vehicle owners and holders, and their helpers;
 - clubs or associations supporting/participating in the event or their facilities;

This indemnification for the benefit of third parties also includes any claims for damages against other participants (drivers and co-drivers), their crew, owners and holders of the other vehicles, the participant's own driver, co-driver, and own helpers arising in connection with the event.

- 8.4. If the participant or the co-driver is not the owner of the vehicle themselves, they must ensure that the vehicle owner signs a liability waiver declaration corresponding to these conditions and provides it to the organizer. If the participant does not bring such a declaration, the participant declares, with confirmation of these terms and conditions on behalf and on behalf of and with the appropriate authorization of the owner of the vehicle, to issue the liability waiver declaration according to these conditions, also with effect for and against the owner.
- 8.5. The above limitations of liability apply accordingly to the personal liability for damages of the officers, employees, representatives, agents, and third parties used by the organizer in connection with the implementation of the event or with whom the organizer is contractually affiliated for this purpose.
- 8.6. The organizer assumes no liability for health risks to the participant in connection with participating in the event.
- 8.7. The organizer assumes no liability for third parties commissioned by him or for stored items; the liability of the organizer for grossly negligent selection remains unaffected.

- 8.8. For services provided by third-party providers, only the respective third-party provider is liable. In the event of any defects in these services, the participant must contact the respective third-party provider directly.
- 8.9. Liability for property damage or theft is excluded unless the organizer has caused such damages through grossly negligent or willful behavior.
- 8.10. The participant indemnifies the organizer from any liability to third parties insofar as the participant has culpably caused such damages.
- 8.11. Each participant is obligated to check and adhere to the current country-specific travel and safety advisories at all times. In areas near national borders, there is a possibility that difficulties may arise during border crossings. The organizer assumes no responsibility or liability for border closures and the resulting impossibility of crossing the border.

9. Insurance

- 9.1. It is the responsibility of each participant to ensure that their vehicle is insured throughout the entire event. This is particularly important if the participant is not the owner of the vehicle. The participant guarantees that the mentioned vehicle is covered by a liability insurance policy in full compliance with legal requirements.
- 9.2. The organizer is not liable for accidents that happen to participants or their vehicles during the event, especially during a special stage, even in the case of natural disasters, riots, demonstrations, vandalism, etc. The participant and their crew bear all consequences (material, criminal, and sporting) arising from any type of accident themselves.
- 9.3. Vehicles with escort signs and/or other specific signs provided by the organizer for external vehicles (excluding the organizer's own safety and pace cars) are not covered by the race's insurance policy. These vehicles are driven solely under the responsibility of the participant and must be insured by them.
- 9.4. Any accident that occurs during the event must be reported to the track marshal by the participant or the person responsible for the accident immediately, but in any case, within 12 hours of the accident.

10. Miscellaneous

- 10.1. Should individual provisions of these terms and conditions be or become legally ineffective, this shall not affect the validity of the remaining provisions. In such a case, the parties are obliged to replace the legally ineffective provision with a legally permissible provision that comes closest to the economic content of the ineffective provision. This regulation serves to ensure the effectiveness and enforceability of the remaining provisions of these terms and conditions and helps to close any gaps in the regulations.
- 10.2. Place of fulfillment is Munich.
- 10.3. The contract is exclusively governed by the law of the Federal Republic of Germany. The applicability of the UN Sales Convention and German international private law is excluded. If the participant is a consumer, the mandatory consumer protection provisions applicable in the state where the customer has his habitual residence are also applicable, provided that these provide the customer with greater protection.
- 10.4. For disputes over all claims arising from participation in the event between the participant and the organizer, the Landgericht München I (Regional Court Munich I) is exclusively competent. This also applies in cases where the participant's place of business or habitual residence is relocated from the scope of application of the German Code of Civil Procedure after the contract is concluded or is unknown at the time of filing a lawsuit.
- 10.5. In case of discrepancies or inconsistencies between the German version and the English version of these terms and conditions, the German version is considered authoritative and superior. The German version of the terms and conditions shall be used for the interpretation and application of these provisions, in case of conflict with the English version.

Consent to the Terms and Conditions

The participant declares, by clicking the checkbox in the entry form, that they have read, understood, and accepted the terms and conditions.

Only the German version is legally binding. It can be found on the website: www.target-bavaria.com/curves-codex