

## TERMS AND CONDITIONS

ANY PERSON WHO IS PARTICIPATING IN EVENTS ORGANISED BY DRIVE DELUXE SARL MUST READ THIS AGREEMENT. BY SETTING THE CHECK MARK ON THE REGISTRATION FORM, YOU ACKNOWLEDGE AND AGREE TO ALL TERMS AND CONDITIONS CONTAINED HEREIN.

### §1. Requirements for participation

§1.1 Any participant or passenger in a vehicle participating in events organised by Drive Deluxe (hereafter “the Participant”) must be 18 years old or over. The Participants must have, and bring along with them all the time, valid identity documents accompanied with photo (ID card, passport, insurance policy, etc.)

§1.2 The Participant driving the vehicle (hereafter “the Driver”) must have a current, valid and unrestricted driver's license and present it upon registration. The Driver can also use an International Driving Permit. He must be physically and mentally able to drive a vehicle for the planned duration of the tour, in a safe and reliable manner.

§1.3 Participation in the tour is done by the own car of the Participant. Drive Deluxe is open to all makes, models and years of vehicles. The Participant is responsible for ensuring that the vehicle meets all valid admission requirements throughout the whole duration of the tour. The Participant must hold and bring along all required technical/registration documentation for the vehicle throughout the Drive Deluxe events and tours and to comply with the travel regulations of the respective countries (availability of first aid kit, safety vests, etc.).

§1.4 The Participant is aware and fully acknowledges that every event organised by Drive Deluxe is a lifestyle event and **not a race**. The participant must drive safely and with respect to all other participants and members of the public and to avoid putting other persons or property at risk in any way whatsoever. Any form of race, compete and bets of any kind are against the rules of Drive Deluxe and will lead to immediate suspension of the Participant(s) from the event with no refund.

§1.5 The Participant agrees to comply with all laws, safety measures and regulations, in particular the highway code and corresponding regulations, in the visited and present countries throughout the tour. This includes, but not limited to: all speed regulations, laws of the road, laws relating to the safety of your vehicle and operation of your vehicle, laws relating to registration of your vehicle, laws relating to your personal license to operate a vehicle, insurance laws relating to your operation of your vehicle, and laws relating to the possession or use of alcohol, drugs or other prohibited substances.

§1.6 Identity, display and appearance. In general terms, the participant must ensure that all associated stickers provided by Drive Deluxe for the event are visibly displayed on a manner requested and prescribed by Drive Deluxe. The corresponding stickers are provided by Drive Deluxe in accordance to the specific terms and conditions for the event itself. The installation and removal of the stickers is done at Participants` own discretion and at their own risk. Participant who would like to display additional promotional stickers, not provided in the Drive Deluxe event package, should consult Drive Deluxe and obtain agreement prior to positioning the stickers.

§1.7 Each Participant shall obtain and maintain appropriate insurance covering his participation in the tour and shall provide proof of such insurance in a form satisfactory to the Drive Deluxe team whenever they request such documentation. Appropriate insurance includes, without being limited to: third party liability, liability coverage for each Participant, medical insurance, damage to property and life insurance, and insurance covering Participant vehicle's participation in the tour.

§1.8 All participants must conduct themselves sensibly at all times and act responsibly at each of the venues on route. All participants must provide a credit card as a security deposit when entering the accommodation provided and will be charged for any damages/incidentals before leaving the venue.

§1.8 Teams. The number of participants per vehicle is specified under the specific terms and conditions for each event. In general, unless indicated otherwise, a team is composed by 2 persons in one vehicle. The presence and participation of more than 2 people in 1 vehicle is subject to prior communication to and obtaining approval from the Organiser. Upon availability, the participation of more than 2 people in one vehicle could be approved by the Organiser and the additional cost will be communicated to the participants.

§1.9 For each event the Participant must respect the general and the event specific terms and conditions. Throughout the whole duration of the events organised by Drive Deluxe, the Participant must comply with the generic and the specific to the event terms and conditions. Drive Deluxe reserves the right to prohibit you from participating further in the tour for any single violation of the terms specified in this contract, with no refund.

## 2. The package

§2.1 The participation fee is for the provision of services to the participants of the tour (here after the "package"). The content of the Package is specified in the Specific terms and conditions for the event.

§2.2 Attendance. During the events organised by Drive Deluxe, the participants are invited to participate in different activities specified in the Specific terms and conditions for the event. Participants are invited and not required to attend at any of these activities, this is purely the choice of each participant. The events are designed for the participants to share their experiences, enjoy the atmosphere and the local 'cuisine'. To attend the events the participant must bring a valid ID card or passport. Whenever the location of the event requires a specific dress code, the participant must respect it.

§2.4 Unless otherwise indicated, the participation fee does not include the following services:

- Vehicle related cost for participating in the event. This includes the following not exhaustive list of costs for: fuel, tolls, parking fees (except in the hotels), penalties for traffic infringements, vehicle maintenance, etc.
- Personal related cost: all costs not explicitly stated in the specific terms and conditions for the event are not payable by Drive Deluxe. This includes the following not exhaustive list of costs for: taxis, public transport, upgrade of hotel rooms, intentional or unintentional damage of property, used hotel services, food and drinks (except the ones stated in specific terms and conditions for the event)

Any of these expenses is the sole responsibility of the Participant and any unpaid charges will be invoiced by the event organisers and payable within seven days.

## 3. Registration and participation fee

§3.1 Rules and amounts. The terms for registration and participation fees are specified in the Specific terms and conditions for the event.

§3.2 Registration fee. The registration fee is a payable by the Participant as a % of the total price of the event, which reserves the place of the Participant for the specific event until a certain date, in accordance to the Specific terms and conditions for the event.

§3.3 The participation fee is the total cost of the event payable in accordance to the Specific terms and conditions of the event. Participation fee is the guarantee for participation of the Team in the event. The amount is payable upon receiving the invoice to the account of Drive Deluxe, with the account information stated in the invoice. This information is sent to all participants via email once the registration is complete.

## 4. Cancellation

§4.1 Before the tour starts, the Participant can cancel his participation by requesting termination of the current contract. The cancellation policy and rules are outlined in the Specific terms and conditions for the event.

§4.2 Drive Deluxe also reserves the right to cancel the event or change the route at any time for any reason whatsoever. In case of the cancellation of the event due to, but not limited to, the below mentioned force majeure situations, or the refusal to allow participants to participate for not complying with the terms and conditions contained herein, no refunds of the entry fee will be made.

## **5. Risks Associated with Participation and assumption of the risks**

§5.1 Each Participant must acknowledge and realize that participation in the event is potentially dangerous and that there are numerous risks associated with participation. Such risks and dangers include, but are not limited to, traffic accidents, collisions with pedestrians, vehicles, other participants, and/or fixed or moving objects, and the negligence of other participants. Further, Participant fully understands and realizes that participation in the event may result in serious bodily injury and/or death to Participant, or others. Participant further realizes and understands that the route of the event will require driving on public roadways upon which the hazards of traveling are to be expected. Further, Participant realizes that participation in the Tour will require strenuous physical exertion as participants will be required to tour for very long periods of time, including the risk of driving through inclement weather.

§5.2 With full knowledge and understanding of the risks associated with participation in the Tour, Participant enters the Tour voluntarily and fully accepts and assumes every such risk for loss, damage, or injury (including death).

## **6. Warranty / Liability**

§ 6.1 The contractual liability of Drive Deluxe for compensation for damages, which are not physical injuries, is limited to the total amount of three times the participation fee. This applies if the damage of the participant was caused neither intentionally nor by gross negligence by Drive Deluxe. This limitation of liability applies to damages that are not personal injuries, also in relation to persons whose fault is attributable to Drive Deluxe.

§6.2 The journeys between the destination points of the Drive Deluxe are responsibly carried out by the participants. Drive Deluxe is in no way responsible for the vehicle of the participant, in particular for loss through accident or theft, the compliance with all legal requirements as well as approval of the traffic rules.

§6.3 Damage. If any participant causes any damage to property during the course of the rally, the personal data will be handed over to the Police as the responsible party in accordance to the Privacy Policy by Drive Deluxe.

§6.4 Drive Deluxe SARL and its personnel shall not be liable and will accept no responsibility to any Participant for the consequences of a Participant's actions or omissions in participating in the tour, including but not limited to: being cited, charged, prosecuted, or prohibited from participation arising from the improper conduct of a Participant at any location, stop, facility, establishment, public road, or any other place a Participant in present during the event.

§6.5 Drive Deluxe SARL accepts no responsibility for the consequences of you being refused entrance or exit into or out of any country or city during the event including any cost incurred. This is solely the participant's responsibility, and in particular any additional costs incurred are solely the participant's responsibility.

§6.6 Drive Deluxe SARL and its personnel cannot be held responsible if it cannot fulfil its service or obligations due to force majeure or any other unforeseen event. This includes, but is not limited to, fire, epidemic diseases, earthquake, tsunami, cyclone, aridity, airstrike, flooding, war, civil rioting, terrorist attacks or unexpected intervention from authorities. Cancellation of the event or the remainder of the event due hereto will not be subject to any refund.

§6.7 Drive Deluxe SARL and its personnel cannot be held responsible by any means for any private arrangements done between the participants of the event.

## **7. Intellectual Property Protection**

By signing this contract the participant recognizes the rights of Drive Deluxe in the development of the concept and execution of the event. He committed himself **not** to fund, organise or invest in any similar event.

In case of violation of this obligation the participant pays to Drive Deluxe a contractual penalty, the amount of which is left to the discretion of Drive Deluxe and can be subject to judicial review in dispute over the appropriateness.

## 8. Approval for the manufacture and use of images and sounds

§8.1 All participants acknowledge and agree to be photographed and to be included in any filming or footage documenting the event. The participants grant the organiser full and complete permission to create and use video, photography and sound created products and to distribute these products in all manner and media selected, in particular through the Internet presentation under <http://Drive-deluxe.com>.

§8.2 All participants are only entitled to take photographs and film footage of your participation in the event for Non-commercial purposes and only for personal and private use only. You are not entitled to reproduce or use photographs or footage of the event on any website, in any printed media or in any television programme without first obtaining the prior written consent of the organiser.

## 9. Data Protection

§9.1 As far as Drive Deluxe, in the context of contract management and provision of services, stores personal and identifiable information, this is in accordance and compliance with the data protection regulations. Personal data is electronically processed and used solely in connection with the work, services and implementation of the Drive Deluxe tours and events. A disclosure to third parties that are not in connection with the organisation, management and service provision of the event, is in accordance to the Privacy Policy of Drive Deluxe SARL, available under <http://Drive-deluxe.com>

## 10. Refund

§10.1 From the time of commencement of the event, no refund of the entry fee or other financial compensation will be accepted should the participant be unable to embark on or continue the event for any reason whatsoever.

§10.2 Should a participant not manage to complete any stage of the route for whatever reason and thus is not able to check in to the pre-booked accommodation no refund of the entry fee or part hereof will be made whatsoever and no alternative accommodation will be provided by Drive Deluxe.

§10.3 Should a Participant decide to cancel his participation in the event, a refund will be issues in accordance to the cancelation policy of the event outlines in the Specific Terms and Conditions for the event itself.

## 10. Validity of the Terms and Conditions

The participant declares that he has read and accepted the Terms and Conditions available at <http://Drive-deluxe/terms-conditions/>.

## 11. Accept

By the hook set in the registration form on the homepage, you confirm and accept these terms and conditions as Contract details for your participation in an event organised by Drive Deluxe.