

MOTOSCAPE LIMITED

TERMS AND CONDITIONS

1. Definitions

“Accommodation Costs” means the costs on account of hotel accommodation as arranged by the Organiser.

“Deposit” means the portion of the Registration Fee paid by a Participant or a Participating Team upon making a booking as set out in Regulation 4.1.

“Final Invoice” means the invoice by the Organiser to the Participant or Participating Team with the Total Amount due for the Rally.

“Organiser” means Motoscape Rally Limited (Registration No. 12615195) of 54 Daffodil Close, Hatfield, Hertfordshire, England, AL10 9FF

“Participant” means any person participating in a Rally as the Main Driver or passenger;

“Participating Team” means a team of a maximum of four Participants participating as a single team in one motor car.

“Rally” means the motor car rallies organised by the Organiser as set out in clause 2.1 (i) and (ii);

“Registration Fee” means the non-refundable fee payable forming part of the Total Amount, paid by a Participant or a Participating Team for registering in a Rally.

“Registration Form” means the online registration form available at the Website to be completed by a Participant or one member of a Participating Team to register for a Rally;

“Total Amount” means the total fee payable by a Participant or a Participating Team to the Organiser for participating in the Rally, and shall be inclusive of the Registration Fee and Accommodation Costs.

“Website” means the website of the Organiser at www.motoscape-rally.co.uk.

Rally

2.1 The Organiser Limited (**“the Organiser”**) will promote specialist motor rallies (**“Rally”**) for –i) cars costing a maximum of £500, subject to the restrictions set out in Regulation

2.2 (**“Banger Car Category”**); or

ii) cars which are at least 20 years of age (**“Classic Category”**)

2.2 The cost of repairs, enhancements, modifications, etc. to cars in the Banger Car Category shall not exceed the equivalent of £500 in the 3 month period prior to the date of the Rally, provided that the said amount of £333 shall exclude any decoration of the car.

2.3 The decision of the Organiser on the cost of the car and the value of repairs, enhancements, modifications, overall eligibility, etc. shall be final and shall be based on the Organiser’s judgement of the value of the said car and/or repairs, enhancements, modifications, etc.

2.4 The Organiser shall set simple tasks for the Participants and Participating Teams to be completed during the course of the Rally.

3. Eligibility

3.1 Subject to the restrictions set out in Clause 3.4 below, any holder of a valid driver’s licence recognised by the countries forming part of the route of a Rally and which driver’s licence shall continue to be valid for the entire duration of the Rally shall be eligible to participate.

3.2 At least one member of a participating team at the Rally shall be a holder of a valid licence as set out in clause 3.1 above.

3.3 Driver’s licenses of all persons intending to drive in a Participating Team shall be inspected prior to commencement of the Rally.

3.4 In the event that the Rally involves travel outside the UK, it shall be the responsibility of the Participants to ensure that they possess a valid passport or visa, if required.

3.5 All motor cars intended to be used for a Rally must be in roadworthy condition and must have an M.O.T. certificate (or equivalent if the vehicle is not a UK registered

vehicle) valid for the entire duration of the Rally.

3.6 The Organiser reserves the right to cancel a booking at any time if these eligibility conditions are not met.

4. Registration

4.1 A Participant shall complete and submit a Registration Form, including the names of all members of a Participating Team. On confirmation of the booking by the Organiser, the Participant or the Participating Team shall make payment of the Deposit.

4.2 The Participant or a member of the Participating Team (on behalf of all other members), in completing the registration process confirms that they have read, fully understand and accept these terms and conditions.

4.3 Upon payment of the Deposit, a valid and binding contract shall be created between the Participant or Participating Team and the Organiser.

4.4 By ticking the box marked 'I, on behalf of myself and all other members of my participating team, if any, including all substitutions to such participating team, acknowledge that I have read, understood and accepted the terms and conditions' and completing the registration process, a member of a Participating Team shall hold himself out to be authorised by the other members of the team, including any members replacing other members, to accept these terms and conditions on their behalf and this shall be sufficient to create a valid and binding contract between all members of a Participating Team and the Organiser. The Organiser shall bear no responsibility to communicate with each of the team members of a Participating Team separately.

4.5 The name of the Participant or the Participating Team shall appear on the Website shortly after registration. Upon payment of the Deposit, the word 'confirmed' will be added next to the name of the Participant or the name of the Participating Team, as the case may be.

4.6 The Organiser reserves the right to reject any Registration Form at its sole discretion.

5. Payment

5.1 The Total Amount shall be paid by the Participant or Participating Team as per the schedule set out in Regulation 5.2 below.

5.2

5.2.1 Participants or a Participating Team shall make payment of the Total Amount in the following manner –

5.2.1.1 Deposit Within 48 hours of registration for any of the events;

5.2.1.2 Balance of the Registration

Fee

Within 6 weeks of payment of Deposit;

5.2.1.3 Balance of the Total

Payment

Within 7 days of the Final Invoice;

5.2.2 In the event that a Participant or Participating Team submits their Registration Form within 10 weeks prior to the date of departure of the Rally, the Total Payment, including the Registration Fee shall be payable immediately.

5.3 The Organiser reserves the right to cancel any booking for which Total Payment has not been made 7 days from the date of the Final Invoice and apply Cancellation Charges as set out in Regulation 6.2 below.

5.4 All payments must be made in the manner set out in the invoice by the Organiser to the Participant or Participating Team.

5.5 Total Payment shall not include costs of transport to and from the place of commencement of the Rally, fuel costs, tolls and similar fees, fees for driving permits such as vignettes, breakdown cover, etc. which shall all be the responsibility of the Participant or the Participating Team.

5.6 The Organiser reserves the right to alter prices at any time and Participants and Participating Teams shall be obliged to make payment as per the revised price.

6. Cancellation

6.1 All cancellations of bookings must be submitted by the same person signing these terms and conditions.

6.2 The date of cancellation shall be the date when the written confirmation of the cancellation is received by the Organiser.

6.3 All cancellations shall be subject to deductions as set out in Regulations 6.3.1, 6.3.2 and 6.4. Subject to Regulations 6.3.1, 6.3.2 and 6.4, the Organiser shall refund the amounts actually paid by the Participant or the Participating Team within 21 days of cancellation.

6.3.1 Deductions on cancellation:

Date of Cancellation

Refund

More than 12 weeks before date of departure

Any money paid less the deposit is full refundable

Within 12 weeks of departure No refunds possible

6.4 In the event that the third or fourth member of a Participating Team cancels his/her participation in the Rally, the amount of Registration Fee paid for such third or fourth person shall be entirely forfeited and shall not be refundable.

6.5 In the event of unforeseen circumstances, which force the Organiser to cancel the Rally, a full refund shall be made to all Participants and Participating Teams. This refund will be limited to the amount of money paid to the organiser and will not include any costs or expenses incurred elsewhere such as travel costs, vehicle purchase/repair costs, insurance costs etc.

7. Amendments

7.1 If a Participant or a member of a Participating Team is prevented from participating in the Rally for any reason whatsoever, the place may be transferred to another person who shall meet all the eligibility criteria laid out in Regulation 3 above.

7.2 While all efforts are made to adhere to the details of Rally set out on the Website, the Organiser reserves the right to make changes to any part of the Rally, including dates, routes, etc.

8. Insurance

8.1 Participants and Participating Teams must ensure that they possess comprehensive car insurance for all drivers for the entire duration of the Rally and valid in all countries in the route of the Rally.

8.2 Participants and Participating Teams are required to provide evidence of the requisite insurance at the commencement of the Rally.

8.3 The Organiser strongly recommends that Participants and Participating Teams carry registration documents of the motor car at all times during the Rally.

8.4 The Organiser further recommends the purchase of travel insurance and European breakdown insurance to cover various eventualities during the duration of the Rally.

9. Disposal of motor cars

9.1 All Participants and Participating Teams shall ensure that motor cars which are disposed of at the end of the Rally are disposed legally and responsibly.

9.2 The Participant and/or the Participating Team agree to indemnify the Organiser against any and all losses, expenses, liability, etc. incurred on account of the Participant or Participating team's improper disposal of their motor car.

10. Accommodation

10.1 The Organiser shall arrange for overnight accommodation from the date of commencement of the Rally to the last day. The cost of such accommodation shall be included in the Total Amount.

10.2 The Organiser reserves the right to make amendments to the accommodation at any time during the duration of the Rally.

10.3 Participants and Participating Teams shall be bound by the terms and conditions of service of the hotel.

11. Prizes

11.1 The Organiser shall award cash prizes to the Participant or Participating Team, as the case may be, for –

11.1.1 accumulating the most number of points, earned through completion of

tasks during the course of the Rally, and

11.1.2 accumulating the second and third most number of points, earned through completion of tasks during the course of the Rally, and

11.1.3 for the best decorated motor car, and

11.1.4 for accumulating the most points during the daily challenges.

11.2 The cash prizes under the above regulations shall be per team, regardless of the number of members.

11.2.1 The cash prizes under the above regulations shall be per team, regardless of the number of members.

11.2.2 The organisers reserve the right to change the value of any prizes offered at any time.

12. Miscellaneous

12.1 Participants shall inform the Organiser about existing medical conditions, disabilities and any special requests, including, special meal requests, etc. at the time of booking. The Organiser shall make best efforts to ensure that all special requests are provided for but shall not be liable in the event that they cannot be met.

12.2 The Organiser reserves the right to disqualify a Participant or a member or members of a Participating Team at any time without notice during a Rally, for behaviour that causes or is likely to cause danger, upset or distress to any third party or damage to property. Such disqualification will be treated as a cancellation and will be subject to a forfeiture of the Total Amount, including deposit. The Organiser shall not be liable for any extra expenses incurred by the Participant or member of a Participating Team as a result of disqualification.

12.3 The Organiser shall provide information on activities and excursions along the route of the Rally. The Organiser does not have any involvement in any such activities or excursions which are neither run, supervised nor controlled by them in any way whatsoever. All information provided is sought to be made as up-to-date as possible and the Organiser does not accept liability for any inaccuracies in the information provided.

13. Limitation of Liability

13.1 In all cases, the liability of the Organiser shall be limited to the amount actually paid by the Participant or the Participating team to the Organiser.

13.2 The Organiser shall not accept liability for events that are outside its control. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside of its control.

13.3 The Organiser shall not be responsible or liable for ensuring that Participants of Participating Teams meet the eligibility criteria set out in Regulation 3. By accepting these terms and conditions, all Participants and Participating Teams confirm that they understand that it shall be their sole responsibility to ensure that they hold a valid driver's license, a valid passport and requisite visas (where required) and all other eligibility criteria set out in Regulation 3 above.

13.4 The Organiser shall not be liable for arranging insurances or any breakdown or other cover on behalf of the Participants or Participating Teams. Provision of requisite insurance cover shall remain the sole liability of the Participants or Participating Teams.

13.5 The Organiser shall not be liable for ensuring that Participants or Participating Teams are aware of driving regulations in different countries along the route. This shall remain the sole responsibility of the Participant or the drivers of a Participating Team.

13.6 The Organiser shall not be liable should any Participant or Participating Team be refused entry/exit or passage within any Country/State/Principality visited on route, and in particular the Organiser shall not be liable for any additional expenses incurred as a result.

13.7 The Organiser shall not be liable should any Participant or Participating Team be unable to complete the rally due to breakdown or for some other reason, and in particular the Organiser shall not be liable for any additional expenses incurred as a result.

13.8 Many of the services during the Rally are provided by independent third party suppliers, who provide such services on their own terms and conditions. The Organiser bears no responsibility for these terms and conditions and the Participants

and Participating Teams acknowledge that they shall avail of the services from independent third party suppliers without any liability to the Organiser. Copies of such terms and conditions will be sought to be made available by the Organiser on request.

13.9 It shall be the sole responsibility of the Participants and Participating Teams to ensure that decorations to motor cars must comply with health and safety standards of all countries forming part of the route of the Rally.

13.10 By participating in the Event you consent to be photographed and to be included in the filming of footage documenting the Event. You hereby waive any and all rights of publicity or privacy and grant the Organiser complete permission to utilise and exploit your appearance in the rally in any and all manner and media throughout the world in perpetuity. You further agree that the Organiser has the sole discretion to use or refuse to use any photographs or footage in which you appear, and that if the Organiser does use such photographs or footage, it may be edited at the Organiser's sole discretion. You consent to the use of your name, image, likeness, voice and biographical material about you in connection with any and all footage, publicity and related promotional material and for any and all publicity and promotional purposes. You expressly release the Organiser, its directors, officers, agents, employees, consultants, licensees and assigns from and against any and all claims which you have or may have for invasion of privacy, defamation or any other cause of action arising out of the production, distribution, broadcast or exhibition of photographs, footage or any promotional materials.

13.11 The Participants and Participating Teams acknowledge that their participation in any public or private event is at their sole and exclusive risk and that the host of any event may refuse admittance, charge an admission fee or request them to leave an event at any time for any reason. The Participants and all members of a Participating Team further acknowledge that they understand that they might be exposed to a variety of risks, foreseen and unforeseen, which may or may not be inherent in those activities and events and that these risks may include (but are not limited to serious personal injury, property damage, death from exposure to the risks of public or private outings and activities. By signing these terms and conditions, Participants agree and

understand that injuries and damages can occur by natural causes or by the acts of other persons, either because of negligence or because of other reasons.

Participants and Participating Teams shall be personally responsible for all costs and/or risks associated with any public or private event or activity and the Organiser shall not be liable in any way whatsoever for the same.

13.12 Notwithstanding anything to the contrary herein, to the fullest extent allowed by law, the Participant and Participating Teams agree to waive and discharge all claims, release the Organiser from all liability and indemnify and hold harmless the Organiser and all its officers, agents and other partners and employees from any and all liability on account of or in any way resulting from injuries and damages in any way connected with the Rally. Participants and Participating Teams agree and understand that this assumption of risk and release is binding upon them and their heirs, executors, agents, administrators and assigns, and includes any accompanying minors.

14. Governing law and jurisdiction

All disputes arising out of or in connection with these terms and conditions or the contract between the Organiser or the Participants or Participating Team, shall be subject to English law and the jurisdiction of English courts.