

General Event Conditions (GEC) for participation in the events of Baja-Event GmbH

(The English translation only serves as information, the newest German version applies)

1. Conclusion of the event contract

With the online application, the competitor offers Baja-Event GmbH the conclusion of a binding event contract. Email, fax or verbal contact by the competitor count as preliminary enquiries. An entry is made by sending the fully completed application form. For entries, which are not made by using the application form of Baja-Event GmbH, the competitor waives the opportunity to take notice of the GEC, if applicable before concluding the contract. These will be sent immediately, and at the latest with the event documents. Therefore, later objections on account of not having being informed are excluded in every case, and the GEC are consequently part of the event contract. The event contract becomes valid with the acceptance by Baja-Event GmbH, without a particular form being required.

2. Payment

- (1) An immediately due payment will be requested on entry, and the payment of the outstanding fee at the stated time is agreed with the conclusion of the contract. If the competitor does not fully pay the event price until his appearance at the event, Baja-Event GmbH can withdraw from the event contract.
- (2) Participation is a highly personal right and cannot be assigned. Start numbers are not transferable.
- (3) The competitor can only discharge claims against Baja-Event GmbH if the claim of the competitor is undisputed or the subject of a legally binding judgement. The right of retention can only be asserted if it is based on rights arising from this contract.

3. Services

The extent of the contractual services ensues solely from the service description / call for entries / regulations composed by Baja-Event GmbH and from the details referring to this in the event conditions. Subsidiary agreements, which alter the extent of the services described by Baja-Event GmbH, require express confirmation by Baja-Event GmbH.

4. Responsibilities, alteration of the announcement, cancellation of the event

- (1) The competitors (applicants, drivers, co-drivers, vehicle owners and keepers) take part in the event at their own risk. They bear the sole general responsibility under civil and criminal law for all damage caused by them or by the vehicle used by them, unless an exclusion of liability has been agreed according to this call for entries.
- (2) Baja-Event GmbH reserves the right to undertake any alterations to the call for entries due to force majeure, for safety reasons or as required by authorities, or to cancel the event or individual competitions, if this is caused by exceptional conditions, without being liable for any compensation, excepting intent or gross negligence. Otherwise the organiser is only liable in the case that no exclusion of liability has been agreed in the call for entries or the entry.

5. Withdrawal by the competitor

The competitor can withdraw from the event contract at any time before the start of the event through a written declaration. The receipt of the withdrawal declaration by Baja-Event GmbH is decisive. If the competitor withdraws from the event contract or does not appear without having withdrawn from the event contract, then the deposit of EUR 100,- will not be repaid. This sum serves as compensation for the preparation of the event by Baja-Event GmbH.

6. Services not made use of

If the competitor does not make use of particular event services due to returning home early or for other important reasons, there is no claim to the already paid entry fee.

7. Withdrawal and termination by Baja-Event GmbH

Baja-Event GmbH can withdraw from the event contract before the start of the event, or the event management can terminate the event contract after the start of the event, in the following cases:

- without observing a period of notice, if the competitor significantly disturbs the running of the event despite a warning from Baja-Event GmbH or if he/she contravenes the contract to such an extent that the immediate end of the contractual relationship is reasonable. If Baja-Event GmbH terminates under these grounds, then they retain the claim to the price of the event;
- 2 weeks before the start of the event, if the minimum number of competitors according to the relevant description of the event has not been reached. Baja-Event GmbH will inform the competitors of this immediately. The applicants will be paid back the full sum of the already paid entry fee immediately;
- up to 4 weeks before the start of the event, if the running of the event is not reasonable for Baja-Event GmbH after all possibilities have been exhausted because the number of bookings for the event is so low that Baja-Event GmbH would have to bear such costs for running the event as would exceed the economic limit related to this event..

8. Exclusion of legal action and limitation of liability

- (1) For decisions of Baja-Event GmbH or their appointed persons as adjudicator under the terms of clause 661 BGB (German Civil Code), legal action is excluded.
- (2) No compensation claims can be derived from any measures or decisions of Baja-Event GmbH unless the damage has been caused by intent or gross negligence.

9. Exclusion of liability

- (1) Competitors declare with their entry the waiving of any claims of any kind for damage, which occurs in connection with the event, and particularly against:
 - Baja-Event GmbH, the officers of Baja-Event GmbH, their appointed persons, sponsors and suppliers, authorities, racing services and other persons, who are connected with the organisation of the event,
 - the property owners, those responsible for roadbuilding, to the extent that damage has been caused by the condition of the roads, tracks, areas including accessories to be used in the event, and
 - the employees and servants of all the above-named persons and organisations,except for injury to life, body or health arising from intentional or grossly negligent infringement of duties – also of a legal representative or employee of the persons whose liability is excluded – and except for other damage arising from intentional or grossly negligent infringement of duties – also of a legal representative or employee of the persons whose liability is excluded.

Against

- the other competitors (applicants, drivers), their assistants, the owners, holders of the other vehicles,
 - the own applicant and the own driver (different specific agreements between applicant and driver have priority!) and own assistants
- they waive claims of any type for damage, which arises in connection with the racing competition (untimed, timed training, qualification training, warm-up, race), except for injury to life, body or health arising from intentional or grossly negligent infringement of duties – also of a legal representative or employee of the persons whose liability is excluded – and except for other damage arising from intentional or grossly negligent infringement of duties – also off a legal representative or employee of the persons whose liability is excluded.

- (2) The liability exclusion agreement comes into effect against all involved parties with the handover of the entry.

- (3) The waiver of liability applies to claims from whatever legal grounds, particularly for compensation claims arising from contractual or non-contractual liability and for claims arising from impermissible actions.

Tacit exclusions of liability remain unaffected by the above liability exclusion clause.

- (4) In case of an injury, which occurs or is discovered in the course of the event, or in case of damage to health, which could place automobile sporting activities in question permanently or temporarily, the competitor releases all doctors providing treatment – with regard to the safety risk, which could also under some circumstances result for third parties – from the medical duty of confidentiality toward the officers of Baja-Event GmbH active in responsible positions for the event and persons appointed by them.

10. Indemnity from claims of the vehicle owner

- (1) If applicants or drivers are not themselves the owner of the vehicle to be used, they have to make sure that the vehicle owner hands in the declaration of liability waiver provided on the entry page. (Produce this on registration)

- (2) In case the declaration, in contravention of this duty, has not been signed by the owner of the vehicle, the applicant and the driver exempt all the persons and organisations stated in No. 9 from any claims of the vehicle owner, except for damage from injury to life, body or health arising from intentional or grossly negligent infringement of duties – also of a legal representative or employee of the persons whose liability is excluded – and except for other damage arising from intentional or grossly negligent infringement of duties – also of a legal representative or employee of the persons whose liability is excluded.

- (3) This exemption applies to claims against the other competitors (applicant, driver, co-driver), their assistants, the owners, holders of other vehicles, the own applicant, the own driver, co-driver (different specific agreements between applicant and driver have priority!) and own assistants for damage, which arise in connection with the racing competition (untimed, timed training, qualification training, warm-up, race) and to claims against other persons and organisations for damage, which arises in connection with the event overall; tacit liability exclusions remain unaffected.

11. Registration and evaluation of data

- (1) The personal data given by the competitor in the application will be saved and only processed for the purpose of organising and carrying out the event. This applies particularly to the data related to payment (clause 28 Federal Data Protection law). With the application, the competitor agrees to data being saved for these purposes.

- (2) The competitor declares his or her agreement that the photos, films and interviews of the competitor made in connection with his/her participation in the event may be propagated and published in radio, television, print media, books, picture reproduction (films, video cassettes etc.) without a claim to payment.

- (3) The personal data saved according to (1) will if required be forwarded to a commercial service provider appointed by Baja-Event GmbH for the purpose of sending photos of the competitor on the route and at the finish. With the application, the competitor agrees to the data being saved for this purpose. The competitor does not, however, declare at the same time that he/she wishes to buy such a photo.

- (4) The competitor declares his or her agreement that the personal data registered according to (1) can be forwarded to a commercial third party for the purpose of timing, production of the results list as well as putting this information in the Internet. With the application, the competitor agrees to the data being saved and forwarded for this purpose.

- (5) The name, first name, date of birth, club if applicable, starting number and result (placing and times) of the competitor will be printed or published for the production of start and results lists in all relevant media in connection with the event (printed products like programme, list of starters, results list and also Internet) With the application, the competitor agrees to the data being saved and forwarded for this purpose.

- (6) The competitor can object to the forwarding and publication of his personal data in accordance with the above paragraphs 3, 4 and 5 to Baja-Event GmbH in writing, by fax or email.

12. Duty of cooperation

The competitor is obliged in case of any problems occurring with the service to do everything reasonable to him/her and contribute to remedying the problem and keep any resulting damage as small as possible. The competitor is particularly obliged to immediately make his/her complaints known to Baja-Event GmbH or the relevant service provider.

13. Valid driving licence

The participation in the event is only possible for holders of a valid licence to drive the relevant class of vehicle. The competitor is obliged to allow Baja-Event GmbH or the relevant service provider to see his/her driving licence.

14. Alcohol/drugs ban

During the event, alcohol is absolutely forbidden (0.0 per thousand) as also is the consumption of intoxicating agents and substances. In the case of infringements of this rule, Baja-Event GmbH is entitled to exclude the competitor from further participation. In this case the entry fee will not be returned.

15. Various

- (1) The invalidity of any single provision of this event contract does not result in the invalidity of the whole event contract.

- (2) German law is applicable, even if the entry comes from abroad.

- (3) In case there is no exclusion of legal action and claims are asserted against Baja-Event GmbH and an agreement of jurisdiction is permissible according to clause 38 ZPO (German Civil Process Code), jurisdiction is hereby agreed as Leipzig. If the applicant has his/her home or normal residence outside Germany, Leipzig is the sole jurisdiction for all claims in connection with the application.

- (4) Baja-Event GmbH has its office in Radefelder Str.10 in 04159 Leipzig, Germany and is represented by the directors Frank Süptitz and Karsten Mahlo. Baja-Event GmbH is dealt with by the Finanzamt (Tax Office) Leipzig under tax number xxx/xxx/xxxxx.

- (5) The current version of the General Event Conditions, which is published in the Internet under www.baja-saxonia.de, is always valid.

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----- Bring this sheet to the event and produce it on registration -----