



Entry Form - BOSS GP 2018

Race 7 & 8

„FORMULA 1 EMIRATES GROSSER PREIS VON DEUTSCHLAND“

Hockenheimring

20th – 22nd of July 2018



Closing date for entry application is the 17th of June 2018!

Circuit length: 4,574 km Circuit direction: Clockwise

Driver:

Driver's name: _____ Date of birth: _____

Licence grade/No.: _____ ASN/Country: _____

Address: _____

Post code: _____ City/Country: _____

E-mail: _____ Mobile: _____

Team:

Entrant /
Team Name: _____ Contact: _____

Licence no.: _____ ASN: _____

Contact e-mail: _____ Mobile: _____

Particulars of Car:

Make: _____ Model: _____

Engine: _____ Cc: _____ No. of Cylinders: _____

Registration for BOSS GP class:

BOSS GP "OPEN" BOSS GP "FORMULA"

Does driver have any disability or is driver taking any Prescribed drugs which should be notified to Circuit Medics: Yes No

Has driver competed at this circuit before: Yes No

MST Transponder number: _____ Competition no.: _____

Entry fee:

Annual entry fee paid by registration - Incl. 4 BOSS GP Hospitality weekend passes for each event

Entry fee "race by race" - for driver who has paid registration fee!

Fee: 3.120 Euro, incl. 20 % Austrian VAT (2.600 € excl. VAT) - Incl. 3 BOSS GP Hospitality weekend passes

Payment term: Total fee is due for payment the 21th of June 2018.

Entry fee Guest driver - registration fee for only this event included!

Fee: 3.720 Euro, incl. 20 % Austrian VAT (3.100 € excl. VAT) - Incl. 3 BOSS GP Hospitality weekend passes

Payment term: Total fee is due for payment the 21th of June 2018.

Paddock / Tent:

BOSS GP does not have any boxes/garages at this event. Instead it will be a tent in the paddock for each race car.
This space, 10x4 meter, is included in the entry fee!

Invoice address: Same as "Driver's address" Private Company

Name: _____

VAT-no.: _____

Address: _____

Contact person: _____

Post code _____

/ Town: _____

E-mail: _____

Country: _____

Phone: _____

"Additional Event Guidelines and Regulations for the FORMULA 1 EMIRATES GROSSER PREIS VON DEUTSCHLAND Event at Hockenheimring the 19th – 22nd of July 2018"

In addition, and subsidiary to the BOSS GP Regulations 2018, the as Schedule 1 enclosed Support Race Guidelines shall be applicable, whereby in the case of contradictions, the effectiveness is agreed in the following order: 1. F1 Event Guidelines - Schedule 1, 2. BOSS GP Regulations 2018, 3. General organizational rules of the BOSS GP series. The Participant declares to have known all the above conditions, to have taken into this insight and to agree to the content.

Date and Drivers signature:

Date and Entrants signature:

I wish to enter for this BOSS GP event and I hereby declare with my signature that I understand and accept the following:

- BOSS GP is a "gentle man" series for passionate Big Open Single Seater drivers who want to race together on Europe's best circuits under safe and respectful circumstances.
- BOSS GP's classification allows different type of cars, slower and quicker, on the circuits at the same time. The drivers commit themselves to adapt the speed so that no unnecessary risks will appear. Sense, attention, respect and discipline are requested at any time - also by closed visor!
- the Sporting & Technical Regulations 2018 of the BOSS GP series.
- the enclosed non-liability clause and arbitration agreement.
- the BOSS GP Data Protection Statement.
- the for this event additional F1 Support Race Guidelines

I declare that I expressly agree with all the above rules and information. I also agree, that, if my understanding in the above mentioned rules and information changes in any way, the race management of BOSS GP GmbH is entitled to exclude me from the competition.

Date and Drivers signature:

Date and Entrants signature:

Notification - Contact information of relative or person to be notified in event of a serious accident.

Name: _____

Address: _____

Relationship: _____

Mobile: _____

Closing date for entry application is the 17th of June 2018!

Send the registration form to:
E-mail: race@bossgp.com

Post address: BOSS GP GmbH
Filblingstrasse 1
A-5330 Fuschl am See
Austria

Non-liability Clause

The participants are aware of, understand and fully accept the risks and dangers involved in motor racing. Should a participant be injured during an event, he explicitly declares through his entry for the event that he approves all medical treatment, rescue and transportation to hospital or other emergency facilities. Such measures will be adopted by personnel appointed specifically for this purpose by the promoter, to the best of the personnel's knowledge and following their assessment of the participant's condition. The participants undertake to assume all related costs, provided such costs are not covered by the licence accident insurance or other insurance policies.

The participants hereby waive all direct and indirect claims for compensation from OSK, its officials, the promoter and/or organiser or the racing circuit owners, from any other person or association linked with the event (including all officials and authorities or bodies who have granted licences for the event), and from other entrants and drivers/riders, hereinafter referred to as "the parties". The participants do so for themselves and their legal successors, and consequently for any insurance company with whom they may have concluded additional policies.

In submitting their entries for this event the participants hereby declare that they irrevocably and unconditionally waive all rights, appeals, claims, demands, acts and/or proceedings which they themselves might institute or which might be instituted by third parties acting on their behalf against "the parties". The participants do so in connection with injury, loss, damage, costs and/or expenses (including lawyers' fees) which they may incur due to an incident or accident as part of the event. In submitting their entries for this event the participants declare irrevocably that they discharge, release and relieve "the parties" for all time from any liability for such losses, and that they shall guard them against such losses and hold them harmless.

In submitting their entries for this event the participants declare that they understand the full significance and repercussion of the present declarations and agreements, that they are entering into such obligations of their own free will, and in doing so irrevocably waive all right of action for damages against "the parties", insofar as permissible as Austrian law currently stands. The participants in any case renounce for themselves and their legal successors all claims against "the parties", therefore in particular against the OSK, its officials, the promoter and/or organiser or the racing circuit owners, and against the authorities or bodies who have granted licences for the event, regarding damage, loss, harm or injury of any kind connected with a typical sports risk, in particular any typical and foreseeable damage, loss, harm or injury. This applies also in the event of minor negligence on the part of "the parties".

Arbitration Agreement

- a. Any dispute arising between the participants and the OSK or its officials, and the promoter and/or organiser, and between the OSK or its officials and the promoter and/or organiser, as a result of claims (personal injury, damage to property or financial damage) in connection with the motor -racing event, training sessions or races shall be settled definitely by an arbitration tribunal to the exclusion of the courts of general jurisdiction.
- b. The arbitration tribunal shall consist of three arbitrators, namely the umpire and two assessors. The umpire shall be a lawyer or former judge and have experience of liability matters in connection with motor racing.
- c. Each party shall appoint an assessor within two weeks of notification of the intent to initiate arbitral proceedings. Should the dispute be referred by several claimants or be levelled at several defendants, the arbitrator shall be appointed by agreement between the joined parties. The assessors shall elect the umpire. Should the assessors be unable to agree on the person of the umpire within two weeks, the umpire shall be appointed by the President of the Vienna Chamber of Lawyers upon application by an assessor, with due regard to clause b). The assessors shall however be free at any time to replace the umpire appointed in this way by another umpire by mutual agreement.
- d. Should a party fail to appoint its assessor within two weeks of receiving the written request from the opposite side, or should several joined parties be unable to agree on an assessor within that period, the assessor shall be appointed by the President of the Vienna Chamber of Lawyers on the motion of the other party. The same shall apply should an assessor withdraw from office and the party concerned not appoint a successor within two weeks.
- e. Should an arbitrator not assume office, refuse to discharge his duties, cause improper delay or become unfit to act, the aforementioned provisions shall apply accordingly for the appointment of a replacement. The arbitrator concerned shall be dismissed at the same time.
- f. The arbitration tribunal shall in principle be free to conduct its proceedings as it sees fit, with due regard for the subsidiary legal provisions. The tribunal shall sit in Vienna. The arbitration tribunal may also investigate without petition any circumstances which it deems necessary to clarify the facts of the case, and take evidence.
- g. The arbitration tribunal shall decide by simple majority. The tribunal shall state the full reasons for its award. It shall also decide on cost apportionment for the costs of both the arbitration proceedings and the legal representation. The arbitrators shall be remunerated in accordance with the provisions of the Austrian lawyers' scale of charges.
- h. The arbitration tribunal shall also be entitled to the exclusion of the courts of general jurisdiction to issue injunctions, provided the opposing party is first given an opportunity to express its views. An injunction may also be lifted upon petition in the event of a significant change in circumstances.
- i. Sports jurisdiction shall remain unaffected by the present Arbitration Agreement.

Ab 25. Mai 2018 gilt in der Europäischen Union die **Datenschutz-Grundverordnung**, kurz DSGVO, in welcher Vorschriften über die Verarbeitung und den Schutz Ihrer personenbezogenen Daten festgelegt sind.

In dieser Übersicht finden Sie zusammengefasst die wesentlichen Informationen zum Datenschutz:

1. Wer ist für die Verarbeitung meiner personenbezogenen Daten verantwortlich?

BOSS GP GmbH
Filblingstrasse 1
A-5330 Fuschl am See, Austria,
GF. S. Stieger

2. Gibt es einen Datenschutzbeauftragten?

Ein Datenschutzbeauftragter muss in unserem Fall nicht bestellt werden. Für Fragen zum Datenschutz wenden Sie sich bitte an die Geschäftsleitung!

3. Welche personenbezogenen Daten werden verarbeitet und woher stammen sie?

Nachfolgende personenbezogene Daten, welche in der Regel von Ihnen selbst bekanntgegeben wurden, bzw. deren Aufnahme Sie bereits zugestimmt haben, werden von uns verarbeitet:

- Stamm- und Legitimierungsdaten, wie z.B. Name, Adresse, Geburtsdatum, Telefonnummer, Lizenz- und Ausweisdaten sowie Kopien von Lizenz und Ausweisen, Passfoto, etc.
- Allgemeine Informationen über z. B. Hobbys, Interessen etc., welche u.A. im Rahmen der Pressearbeit auf unserer Homepage veröffentlicht werden
- von Ihnen persönlich zur Verfügung gestellte Daten, z. B. aus Nennungen; weiters führen wir auch Aufzeichnungen über Vorkommnisse und Massnahmen, welche im Rahmen von Rennveranstaltungen durch die Rennleitung oder Motorsportbehörden verhängt wurden sowie diverse Protokolle von Einzel- und Fahrergesprächen
- Bild- und Tondaten, z. B. Videoaufzeichnungen von Rennen, Bilder von der Siegerehrung, aufgezeichnete Telefonate etc.
- generell werden alle Verarbeitungsergebnisse zur Erfüllung der mit Ihnen geschlossenen Verträge und Einwilligungen gespeichert
- alle Daten die zur Erfüllung gesetzlicher und regulatorischer Vorgaben vorgehalten werden müssen

Darüber hinaus können die Daten aber auch aus öffentlichen Quellen wie z.B. Presse, Motorsportbehörde, etc. stammen!
Um eine Sie betreffend detaillierte Aufstellung der gespeicherten Daten zu erhalten haben Sie ein Recht auf Auskunft!

Kontakt für datenschutzrelevante Anfragen:

Geschäftsführung der BOSS GP GmbH
Siegfried Stieger, Filblingstrasse 1, 5330 Fuschl am See
board@bossgp.com

4. Zu welchen Zwecken und auf Basis welcher Rechtsgrundlage werden meine personenbezogenen Daten verarbeitet?

Die von uns gespeicherten Daten werden zu nachfolgenden Zwecken verarbeitet:

Verarbeitung für die Vertragserfüllung

Durch die Abgabe der Nennung für ein oder mehrere Rennen schließen Sie mit uns einen Vertrag und benötigen wir die von uns angeforderten Daten zur Erfüllung dieses Vertrages.

Verarbeitung zur Erfüllung einer rechtlichen Verpflichtung

Aus der Art der Veranstaltung eines Motorsportrennens ergeben sich für uns rechtliche Verpflichtungen, welche aus den jeweiligen Nationalen- und Internationalen Motorsportbehörden FIA, AMF, etc. hervorgehen.

Verarbeitung aufgrund eines berechtigten Interesses

Ein berechtigtes Interesse zur Datenverarbeitung durch uns oder Dritte besteht in solchen Fällen, wenn z.B. bei einer Rennveranstaltung ein Unfall mit Personen- und/oder Sachschaden passiert und hierfür relevante Daten herausgegeben bzw. ausgetauscht werden müssen. Die Verarbeitung der personenbezogenen Daten zum Zwecke der Direktwerbung kann auch ein berechtigtes Interesse sein.

Verarbeitung aufgrund Einwilligung

Wenn weder ein Vertrag noch rechtliche Verpflichtung oder berechtigtes Interesse besteht, ist die Datenverarbeitung nur dann zulässig, wenn Sie uns Ihre Einwilligung bzw. Zustimmung über Umfang und Inhalt dazu erteilt haben.

Hierbei ist insbesondere darauf hinzuweisen, dass Sie eine Einwilligung jederzeit widerrufen können und die Verarbeitung solcher Daten durch uns künftig nicht mehr stattfinden wird. Ein Widerruf wirkt jedoch nie für die Vergangenheit.

5. In wie weit bin ich verpflichtet, meine personenbezogenen Daten herauszugeben und was geschieht, wenn ich das nicht möchte?

Um eine Geschäftsbeziehung mit Ihnen einzugehen, bedürfen wir viele Ihrer personenbezogenen Daten, da es uns das Gesetz bzw. die Motorsportbehörde vorgibt und Sie könnten an den Rennen der BOSS GP Serie nicht mehr teilnehmen.
Wenn wir Ihre Daten nur aufgrund Ihrer Einwilligung verarbeiten dürfen, sind Sie nicht verpflichtet diese Einwilligung zu erteilen bzw. uns die Daten bereit zu stellen.

6. An wen werden meine personenbezogenen Daten weitergegeben?

Ihre personenbezogenen Daten können weitergegeben werden an

- öffentliche Stellen und Institutionen, sofern wir rechtlich dazu verpflichtet sind, z. B. Europäische Bankenaufsichtsbehörde, Europäische Zentralbank, österreichische Finanzmarktaufsicht, Finanzbehörden etc.
- von uns beauftragte Dritte, z. B. für IT- und Backoffice-Dienstleistungen wobei Dritte immer vertraglich dazu verpflichtet, Ihre Daten entsprechend der Datenschutzverordnung vertraulich zu behandeln und nur im Rahmen der Leistungserbringung zu verarbeiten

Eine Weitergabe an Dritte kann im Übrigen auch dann erfolgen, wenn Sie in die Weitergabe eingewilligt haben.

7. Werden meine personenbezogenen Daten in ein Drittland übermittelt?

Ohne Ihre schriftliche Einwilligung werden aktuell keine Daten in ein Drittland übermittelt!

8. Wie lange werden meine personenbezogenen Daten aufbewahrt?

Ihre personenbezogenen Daten werden jedenfalls so lange aufbewahrt, wie es für die Erfüllung der jeweiligen Zwecke erforderlich ist.

Darüber hinaus ist gesetzlich vorgeschrieben, für welchen Zeitraum wir Daten aufbewahren müssen. Diese Verpflichtung kann auch dann noch bestehen, wenn die Geschäftsbeziehung bereits beendet ist und Sie keine Rennen mehr fahren möchten.

Eine Übersicht über die in Österreich geltenden, gesetzlichen Aufbewahrungspflichten finden Sie z. B. hier:

<https://www.wko.at/service/wirtschaftsrecht-gewerberecht/eu-dsgvo-speicher-und-aufbewahrungsfristen.html>

9. Welche Rechte habe ich?

Die DSGVO gewährt nachfolgend aufgeführte Rechte für Ihre personenbezogenen Daten.

- Auskunft, nach Artikel 15 DSGVO
- Berichtigung, nach Artikel 16 DSGVO
- Löschung, nach Artikel 17 DSGVO
- Einschränkung der Verarbeitung, nach Artikel 18 DSGVO
- Datenübertragbarkeit, nach Artikel 20 DSGVO
- Widerspruch, nach Artikel 21 DSGVO
- Entscheidungen, die nicht ausschließlich auf einer automatisierten Verarbeitung beruhen – einschließlich
- Profiling nach Artikel 22 DSGVO

Weitere ausführliche Informationen und wichtige Hinweise zum Recht auf Datenübertragbarkeit finden Sie unter:

Datenschutzgesetz Verordnung - DSGVO:

https://eur-lex.europa.eu/legal-content/DE/TXT/?uri=uriserv:OJ.L_.2016.119.01.0001.01.DEU

Datenschutzgesetz - DSG 2018:

<https://www.ris.bka.gv.at/GeltendeFassung.wxe?Abfrage=Bundesnormen&Gesetzesnummer=10001597&FassungVom=2018-05-25>

Österreichische Datenschutzbehörde

<https://www.dsb.gv.at/>

Europäische Kommission, derzeit leider nur auf Englisch:

https://ec.europa.eu/commission/priorities/justice-and-fundamental-rights/data-protection/2018-reform-eu-data-protection-rules_en

Um Ihr Recht geltend zu machen, können Sie einen Antrag per Brief oder per Email zur an uns senden.

Um sicherzustellen, dass nur Berechtigte den Zugriff zu Ihren Daten von uns erhalten, benötigen wir jedoch immer einen entsprechenden Identitätsnachweis.

Sollten Sie keine rechtzeitige Antwort auf einen Antrag erhalten oder der Ansicht sind, dass wir Ihrem Antrag nicht gesetzmäßig nachgekommen sind, oder Sie sich in Ihrem Recht auf Datenschutz verletzt sehen, können Sie auch Beschwerde bei der zuständigen Aufsichtsbehörde einlegen:

Österreichische Datenschutzbehörde

Wickenburggasse 8, 1080 Wien, Telefon: +43 1/52 152-0, E-Mail: dsb@dsb.gv.at <https://www.dsb.gv.at>

FORMULA ONE MARKETING LIMITED:

Support Race Guidelines

The objective of this document is to provide guidelines for BOSS for the Support Race.

In these Guidelines all terms, expressions and capitalised (defined) terms shall have the meaning ascribed to them in the agreement between Formula One Marketing Limited and BOSS dated2018 in relation to the Support Race, save where expressly stated herein.

1. Official Name

The official name of the Support Race shall be subject to approval by FOML in writing.

2. Organisation and Regulations

2.1 The Support Race shall be organised and promoted by BOSS subject to and in accordance with the terms of the Agreement and these Guidelines.

2.2 BOSS understands and agrees that any technical and sporting aspects of the Support Race shall be organised and held subject to and in accordance with the Approved Regulations. BOSS shall provide FOML with a copy of such Approved Regulations within fourteen (14) days of the date of this Agreement.

2.3 BOSS shall procure that the Drivers shall only use Cars which comply with the Approved Regulations.

3. Characteristics and Timing of the Support Race

3.1 Subject always to the FIA regulations and any requirements of the FIA, the Promoter, the Organiser, the ASN or FOWC regarding the scheduling or timetable of the Formula One Event, FOML shall recommend that:

- (a) entry to the Support Race shall be limited to a minimum of sixteen (16) racing cars and the maximum of thirty (30) racing cars;
- (b) there will be one (1) Support Race during the Formula One Event race weekend except for any Force Majeure Event;
- (c) when making recommendations for the timetable, FOML will recommend scheduling the race(s) to have a twenty-five (25) minutes net race time start to finish (except if unusual circumstances apply); and
- (d) the following proposed scheduling is adopted:
 - (i) one (1) free practice session of approximately thirty (30) minutes duration;
 - (ii) one (1) qualifying session of approximately twenty (20) minutes duration (the exact distance and duration of which shall be as determined or approved by the FIA, the Organiser and FOWC); and
 - (iii) one (1) race of approximately thirty (30) minutes duration (approx twenty-five (25) minute net race time) if practicable and subject to any Force Majeure Event, the Formula One Event timetable and prevailing weather conditions).

4. Passes and Parking

4.1 FOML shall procure for a nominated representative of BOSS such personnel and parking passes for the Formula One Event as FOML shall in its discretion determine and shall notify BOSS accordingly provided that BOSS procures that each person to whom a personnel pass and/or a vehicle pass is issued complies with any conditions of use notified by FOML or FOWC to BOSS from time to time together with any signage or directions located within the Circuit.

4.2 BOSS acknowledges and accepts that all rights in respect of passes to enter the Circuit (including but not limited to the Support Race Paddock and any restricted area within the Circuit) vest exclusively in FOML or its Affiliates.

4.3 All passes referred to in Paragraph 4.1:-

- (a) shall be provided for those persons whose names have been submitted by BOSS to FOML, in writing, not later than twenty one (1) days prior to the Formula One Event;
- (b) should be collected by BOSS at the Circuit on the Wednesday morning (between 9.00am and 11.00am) before the Formula One Event;
- (c) are personal to those persons to whom they are provided and whose names shall be clearly visible thereon and may not be transferred to any other person; and
- (d) shall be carried by the holders thereof in a clearly visible manner at all times while they are within the Circuit.

4.4 Each vehicle for which a parking place has been provided under Paragraph 4.1:

- (a) must be parked (if parking is permitted for such vehicle) in the parking area designated by FOML;
- (b) must display the relevant party permit (as supplied by FOML) the company name and a contact name and phone number on its windscreen at all times while within the Circuit; and

- (c) has access only to those areas of the Circuit designated by FOML during the times so designated and must not be driven elsewhere within the Circuit or at any other times.

5. Support Race Paddock

Having regard to the space available at the Circuit, FOML shall procure or approve (as the case may be) the allocation to BOSS of such part of the Support Race Paddock or such other area within the Circuit as FOML deems fit and BOSS shall use such area in accordance with Paragraph 6.

6. Use of the Support Race Paddock

- 6.1 BOSS shall ensure that the highest standards of layout and presentation are maintained in respect of the Support Race and BOSS shall exercise all due and proper care and skill in the presentation and running of the Support Race. All preparatory works for the Support Race shall be completed by BOSS not later than the Thursday prior to the main race day of the Formula One Event.
- 6.2 BOSS shall ensure that each Team's position is marked on the ground within the area allocated to it in the Support Race Paddock or otherwise.
- 6.3 The provision of security in respect of the Support Race and any costs, fees and expenses in respect of the same shall be borne by BOSS and shall be subject to FOWC's rights in respect of the issue and allocation of personnel passes and vehicle passes for access to the Circuit and/or the Support Race Paddock.
- 6.4 When required by FOML, BOSS shall provide FOML with written details of each vehicle it wishes to bring into the Circuit, including the full name and address of each vehicle's registered owner, its size, height, type and registration number.
- 6.5 BOSS shall ensure that all transporters are ready to enter the Support Race Paddock to unload all Cars and equipment at such time as is notified by FOML to BOSS for such purpose. Unless otherwise approved in writing by FOML (or the Promoter or the Organiser as the case may be), no transporters or any vehicles shall be permitted entry to the Support Race Paddock after such time. No transporters or any other vehicles and equipment will be permitted entry at any other time without the prior written consent of FOML.
- 6.6 No Support Race equipment material or vehicles (including but not limited to Cars, Trade Vehicles and trucks) shall be dismantled or removed from the Support Race Paddock before 15.00 hours on the Sunday of the Formula One Event and unless otherwise agreed in writing between FOML and BOSS all such equipment, material and vehicles (including but not limited to Cars, Trade Vehicles, and trucks) shall be removed from the Support Race Paddock and the Circuit not later than midnight on the Sunday of the Formula One Event.
- 6.7 All arrangements concerning supply, transportation, erection, installation and removal of any vehicles, material and equipment used for the Support Race Paddock shall be the responsibility of BOSS and at its cost.
- 6.8 BOSS shall comply with any directions given by FOML in respect of parking any vehicles brought into the Circuit or the Support Race Paddock.
- 6.9 Unless otherwise approved in writing by FOML, BOSS shall not advertise or permit or procure advertising of any kind in the Support Race Paddock or elsewhere within the Circuit (including but not limited to any advertising on the Trade Vehicles, Cars, or on any of BOSS's vehicles, transporters or trailers).
- 6.10 BOSS shall ensure that any roads leading to and from and those within the Support Race Paddock remain clear at all times to allow for the passage of emergency vehicles.
- 6.11 With respect to the Support Race Paddock and facilities used or occupied by BOSS within the Circuit, BOSS shall:-
- (a) not permit any person other than BOSS's Representatives to use any part of such Support Race Paddock or the facilities;
 - (b) keep the Support Race Paddock and any facilities clean and tidy at all times to the satisfaction of FOML;
 - (c) keep all vehicles thoroughly cleaned and maintained;
 - (d) ensure that all waste and litter generated as a result of the activities of BOSS is promptly and properly disposed of by BOSS and if required by FOML or by the Organiser ensure that such waste and litter is placed in appropriate waste containers prior to its removal from the Circuit;
 - (e) not interfere with or cause any interruption to broadcasts, allocated frequencies, electricity or water supply within the Circuit;
 - (f) be liable for all costs incurred by FOML or by any third party as a result of any damage (including but without limitation damage to the ground) caused by any activities of BOSS;
 - (g) not use any bottled gas or gas equipment unless and except as is strictly in compliance with any and all relevant laws, permits and procedures governing the use, operation, transport, storage and/or maintenance of such equipment; and
 - (h) pay or reimburse the Promoter as the case may be for the cost of any facilities, works or services provided for or otherwise made available to the BOSS or any competitors in connection with the Support Race.

- 6.14 FOML shall not be responsible for providing any electricity or water but will assist BOSS in liaising with the Promoter for the supply of electricity and water to the Support Race subject to the cost of such supply and any electricity used and any works in connection therewith being borne by BOSS.
- 6.15 Any electrical equipment which BOSS wishes to use in the Support Race Paddock must be installed and used in conformity with all appropriate laws and regulations and shall be properly insulated and BOSS shall not use such electrical equipment in any way which is dangerous or obstructive.
- 6.16 All Representatives at the Circuit shall be neatly dressed and well groomed and wear clothing which complies in all respects with any and all Applicable Laws.
- 6.17 BOSS and FOML agree that, subject to the above, such rules as FOML shall impose and such safety requirements of BOSS, its Teams and Drivers, the Support Race Paddock shall be open to the public during the Formula One Event. BOSS shall make such arrangements as FOML may request in respect of tours of the Support Race Paddock for Paddock Club guests during the Formula One Event.

7. Catering, Alcohol and Smoking

- 7.1 All arrangements concerning Team and Driver catering and/or the supply of food and beverages to BOSS or any guest of or otherwise associated with the Support Race shall be subject to the prior written approval of FOML.
- 7.2 BOSS shall comply (and ensure that all third parties comply) with any arrangements in place between FOML (or its Affiliates) and any third parties with respect to the supply of branded food and beverages within the Circuit at the Formula One Event as notified by FOML to BOSS from time to time and or with respect to the supply and/or consumption of alcohol and with respect to smoking.

8. Hospitality

Save for the provision of basic food and beverages provided by BOSS to working personnel within the Support Race Paddock in accordance with Paragraph 7.1, BOSS shall not arrange or provide any form of entertainment, or any form of catering or hospitality within the Support Race Paddock, the garages or any other part of the Circuit during the Formula One Event without the prior written approval of FOML.

9. Podium

- 9.1 Solely with respect to the Support Race and subject to approval of the FIA appointed master of ceremonies and the approval of FOWC and FOML, the Podium shall be used for the prize giving ceremony in connection with the Support Race to the extent that the three winning Drivers and a maximum of two other personalities approved in writing in advance by FOML may access the Podium solely for the purposes of the prize giving ceremony in relation to the Support Race and subject to compliance with any and all directions of FOML in this regard. BOSS shall procure that such personalities are each formally dressed in a jacket and are present at the Podium not less than three laps before the end of the Race. Notwithstanding the above, BOSS agrees that FOML shall have the right to substitute, in place of one of the two personalities referred to above, a fan attending the Formula One Event and chosen by FOML (or such of its Affiliates) to present a trophy during the prize giving ceremony. The three winning Drivers shall wear their racing overalls and a cap branded with the name of the tyre manufacturer appointed as one of the Agreed Suppliers but no other branded apparel or accessories.
- 9.2 All champagne for the Podium shall be supplied by FOML.
- 9.3 BOSS shall procure that:
- (a) immediately following the end of the Support Race the three winning Drivers proceed to the podium;
 - (b) the Cars of the three winning Drivers are positioned on the start/finish straight, alongside the wall, in front of the Podium (but not in the pit lane);
 - (c) when the Podium ceremony commences, the Cars are driven back by nominated senior team representatives.
- 9.4 The provisions of Paragraphs 9.1 to 9.3 shall be subject to any directions given by the FIA from time to time and the FIA regulations with regard to use of the Podium.

10. Trophies and Prize Money

- 10.1 BOSS shall supply, at its own cost, three trophies for the winning Drivers, such trophies to be produced by a manufacturer approved by FOML and by FOWC in their discretion and which shall be delivered to FOML at the Circuit not later than the Thursday morning prior to the Formula One Event (and time shall be of the essence in that regard). The design of the trophies (including but not limited to any material used, engravings or branding on the trophies) shall also be subject to the prior written approval of FOML and FOWC. In the absence of any written advice from FOML to the contrary, the trophies shall only bear the official name of the Support Race.
- 10.2 BOSS shall at its sole cost provide all prize monies for the purposes of the Support Race and shall not claim any reimbursement from FOML or any third party.

11. Livery

FOML reserves the right to approve all livery of Cars, uniforms, vehicles and transporters involved in the Support Race.

12. Product Licensing and Merchandising

Any arrangements regarding product licensing and/or merchandising in respect of the Support Race shall be subject to the written approval of FOML.

13. Media and Publicity

- 13.1 Any and all media and/or publicity activities (including but not limited to the content, timing and issue of any press statements) which BOSS may at any time desire to undertake or make with respect to the Support Race shall be subject to the prior written approval of FOML.
- 13.2 BOSS shall procure at its own cost that each Driver irrevocably consents to the free use and reproduction by FOWC, FOML, the Promoter and the title sponsor of the Formula One Event of the racing driver's name, image, signature, photograph and likeness in any advertising or promotion in any media (and on merchandise for give away and retail sale) relating to the Support Race. This is a fundamental term of this Agreement.

14. Responsibilities of BOSS

- 14.1 BOSS shall be responsible at its own cost for the following matters in respect of the Support Race:
- (a) the provision of not less than 16 and not more than 30 racing cars for the Support Race the make, type and specification of which shall be determined or approved in accordance with the Approved Regulations and approved by FOWC and FOML and to the extent necessary, the ASN and/or the FIA as required for the safe and proper running of the Support Race;
 - (b) the provision of all spares and spare parts for the Cars sufficient for the safe and proper running of the Support Race without delays or cancellations;
 - (c) the supply of tyres, oil and fuel;
 - (d) all vehicle fit out (including but not limited to roll cage, harnesses and fire extinguishers) for the Cars;
 - (e) all maintenance of and repairs to the Cars as are necessary for the safe and proper conduct of the Support Race;
 - (f) immigration and customs requirements and documentation as required by the relevant authorities;
 - (g) the obtaining and maintaining of all customs documentation and carnets for the Cars and any other equipment imported into the relevant country for the purposes of the Support Race;
 - (h) the provision of qualified mechanics and technical crew for the Cars;
 - (i) the provision of such working personnel as are necessary for the safe and proper running of the Support Race;
 - (j) arranging for the transportation of the Cars together with spares and ancillary equipment for the Cars from the Support Race Paddock to the pit lane and from the pit lane back to the Support Race Paddock for each part of the Support Race and such arrangements (including but not limited to the means and method of transportation and the route to and from the Support Race Paddock) shall be subject to the prior written approval of FOWC and FOML;
 - (k) radios and communication equipment and frequencies which BOSS wishes to use within the Circuit;
 - (l) food and beverages for consumption by personnel employed or contracted by BOSS or by any third party on BOSS' s behalf;
 - (m) wages, expenses and taxes of any kind relating to personnel employed or contracted by BOSS or by any third party on BOSS' s behalf;
 - (n) accommodation, travel and other items of expenditure incurred by personnel employed or contracted by BOSS or by any third party on BOSS' s behalf;
 - (o) work permits or approvals from third parties in respect of each and any person employed or contracted by BOSS or by any third party on BOSS' s behalf; and
 - (p) medical, accident and death and disability insurance for each and any person employed or contracted by BOSS or by any third party on BOSS' s behalf.

15. Use of Recordings, Data and Images

- 15.1 BOSS hereby represents warrants and undertakes to FOML for itself and on behalf of each of its Affiliates and each Participant (and shall procure compliance by each Affiliate, Participant, Sponsor and Technical Supplier) as follows:
- (a) it shall not make, create, store, record or transmit any kind of sound recording or visual or audio-visual footage (**Recording**) or store, record or transmit any information or other data, including official timing, results, performance, telemetry, weather or race control data (**Data**) of, at or in relation to the Support Race or the Formula One Event;
 - (b) personal electronic devices (including still image cameras, mobile telephones and other personal communications devices) are permitted within the Circuit during the Formula One Event provided that any Recording, Data and any image, including

photographic images and any still pictures derived or capable of being derived from a Recording (**Image**) of the Formula One Event that is recorded, stored and/or created thereon is used for personal, private and non-commercial purposes only;

- (c) the use of any such Recording, Data or Image for any form of public advertisement, display, commercial gain or for any other purpose (except for the non-commercial use/private enjoyment of the Participants) without the prior written consent of FOWC and FOML, is strictly forbidden and shall constitute a fundamental breach of this Agreement for which BOSS, its Affiliates and the Participants shall be jointly and severally liable;
- (d) on request of FOML or FOWC, BOSS, the Participants, Sponsors and/or Technical Suppliers shall assign to FOWC in writing (or procure the assignment to FOWC in writing) the copyright and all other intellectual property rights in any Image or Recording of the Formula One Event that is created and/or recorded by BOSS, the Participants, Sponsors and/or Technical Suppliers.
- (e) it consents to the use by FOML, FOWC (and by any third party approved by FOML or FOWC) for the purposes of or in connection with any publication, exhibition or broadcast (including any advertising or promotional literature, campaign or material) in any media worldwide and approved by FOML, of any Recording or Image taken at the Formula One Event, where such Recording or Image includes any recording, footage or image of any Participant or their property, Cars or equipment; and
- (f) each and any Participant has waived its personality rights to the extent necessary to permit such use and, where appropriate, to have procured the waiver by each Participant of any personality or privacy rights to which such person would otherwise have been entitled.

16. Footage and Advertising

16.1 BOSS shall procure that any person taking part or involved in the Support Race understands and agrees that as a condition of its participation or involvement:

- (a) it and its Affiliates shall have no rights whatsoever in any Footage (defined in Paragraph 16.4) and that such rights shall vest exclusively in FOWC;
- (b) where entitled to do so by law, agreement with any third party or otherwise, the FIA and/or FOWC may at their discretion exploit or grant to third parties any right, title, licence or interest in any of the Footage;
- (c) if BOSS or any person involved in or connected with the Support Race should acquire any right, title or interest at any time in any of the Footage, BOSS shall not and shall procure that any such person involved in or connected with the Support Race shall not use the Footage or exploit such right, title or interest and BOSS shall and/or shall procure that such person shall at its own cost immediately at the written request of FOML or FOWC assign under the terms of a deed of assignment all vested, contingent and future rights, title or interest in such Footage to FOWC (or such nominee as FOWC may elect in its absolute discretion) or the FIA or to such third party as FOWC or FOML may instruct BOSS in writing; and
- (d) in accordance with Paragraph 15, BOSS and any such person shall not make, take, originate, obtain, create or record any form of film or video or moving picture (or any stills derived therefrom) of or at the Formula One Event or of vehicles, drivers or teams present or situated within the Circuit without the prior written consent of FOML or FOWC and any right in any such film or video or moving picture (or stills derived therefrom) taken shall vest in the manner contemplated in Paragraph 16.1(a) above.

16.2 If requested in writing by FOWC or by FOML on behalf of FOWC, BOSS shall make such arrangements as are necessary for on board cameras to be installed on Cars and any other vehicles taking part in the Support Race.

16.3 BOSS shall not and shall procure that no advertising or promotional material is placed inside any Car on which an on-board camera is installed pursuant to Paragraph 16.2 within view of images filmed or recorded by such on board cameras unless and except to the extent approved in advance in writing.

16.4 For the purposes of this Paragraph 16, the term **Footage** means any photographic sessions, television, film, video, digital imaging, radio, moving pictures, electronic media (including without limitation on board camera images, the internet and any internet based protocol) sound recording or any other media whatsoever dealing with or relating to the Formula One Event (including the Support Race) taken, made, originated, created, recorded or adapted during the Formula One Event (or during any other motor car race which counts towards the Championship) by any person and/or obtained by BOSS at any time or in any manner whatsoever.

17. Marks/Logos

17.1 BOSS undertakes to FOML that it shall not and shall procure that its employees, representatives, agents, contractors, sub-contractors, approved sub-licensees (if any) and/or any third parties that BOSS may engage with from time to time shall not:

- (a) use or permit the use of any of the Marks or any part thereof unless a separate licence for such use is first obtained from FOML and FOWC or is otherwise approved in writing by FOML or FOWC (which may in its absolute discretion refuse to provide such licence or approval). In the event that such consent is given by FOML and/or FOWC in respect of the Marks or any part thereof for any Formula One Event, such Marks shall be used solely in accordance with the Rules and Regulations;
- (b) adopt or use or permit the adoption or use of any trademark or symbol, emblem or logo, mark or designation which includes or is confusingly similar to or is a simulation or colourable imitation of any of the Marks or which is materially detrimental to the goodwill or reputation of the Marks and/or FOWC, the FIA or FOML;

- (c) apply for or consent to any application for the registration of any of the Marks or any part thereof as a trademark or use the Marks or any part thereof in conjunction with any goods or services itself or consent to the use of the Marks as part of its trading or corporate name (nor shall BOSS allow third parties to do so) without the prior written consent of FOWC which may in its absolute discretion refuse to provide such consent;
 - (d) whether directly or indirectly do any act or knowingly permit any act to be done which would or might jeopardise or invalidate the registration of FOWC's right or title to any of the Marks (including the right or title of its Affiliates, nominees, transferees and/or assignees);
 - (e) do any act or knowingly permit any act to be done which might give rise to or support an application to remove any of the Marks from any trademark register or cause such register to require a disclaimer of a monopoly in any of the Marks or part thereof;
 - (f) assist any other person or organisation directly or indirectly in any such act; and/or
 - (g) make any representation or do any act which may be taken to indicate it has any right or interest in or to the ownership of the Marks of any part thereof except under the terms of a separate licence agreement entered into with FOWC in respect of the use of such Marks.
- 17.2 All use of the Marks by BOSS shall be for the benefit of FOWC (or its Affiliates, nominees, transferees and/or assignees) and any goodwill accrued to BOSS or arising from the use of any of the Marks shall accrue to and be held on trust by BOSS for FOWC (or its Affiliates, nominees, transferees and/or assignees) which goodwill BOSS agrees to assign to FOWC at the request of FOML or FOWC at any time whether during or after the Term of this Agreement.
- 17.3 The use of the Marks by BOSS shall at all times be in keeping and shall seek to maintain their distinctiveness and reputation as determined by FOWC and BOSS shall forthwith cease any use not consistent therewith as FOWC may require.
- 17.4 BOSS shall fully and effectively indemnify and keep fully and effectively indemnified FOML against all and any losses, damages, expenses and costs sustained by FOML arising out of any breach by BOSS of the provisions of this Paragraph 17 and at the request of FOML shall provide all such assistance as FOML may request to enable FOML to resist any action, claim or proceedings brought against FOML as a consequence of any breach.

18. Relevant Authorities

The Parties acknowledge that the following matters shall fall within the scope of the FIA and/or FOWC's authority:-

- (a) sporting and technical matters (FIA/ASN);
- (b) the approval of any other sporting officials and the Approved Regulations (FIA/ASN);
- (c) Driver on board cameras (if any are approved by FOWC) timing, scoring and results unless otherwise advised by FOML or FOWC (FOWC);
- (d) sound, filming, broadcasting and still and moving picture rights in any and all media (FOWC).