

## General Terms and Conditions

### 1. Eligibility

Vehicles which are eligible are historically interesting classic cars constructed before 31 December 1977 which are road-legal and/or may be driven with a „red“ licence number. Vehicles built up to 1992 are eligible for the class of „modern classic cars“. Replicas or vehicles with age-inappropriate modifications cannot be considered. By submitting an entry in writing or online the participant offers the organiser the conclusion of a binding contract. The entry is preliminary. Participation is effected by the by the call for entries of the organiser according to the following conditions. Due to the limited number of starting positions the organiser reserves his right in selecting vehicles. A binding acceptance for the participation in the rallye (conclusion of contract) only becomes effective with the written confirmation/invoice by the organiser.

### 2. Entry Fee

The amount payable per team (one vehicle, two persons) will be invoiced after the confirmation. Payment is to be effected by means of transfer of the amount to the bank account stated on the invoice, or alternatively in Germany by means of direct debit. The amount is due for payment without deduction immediately upon confirmation. Unless otherwise stipulated in the call for entries, the following is included in the entry fee: rallye documents including roadbook and attractive equipment for the participants, rallye plates, food and drink during the rallye as well as two evening events including drinks. Entries will only be accepted if the completed form together with an image file of your vehicle in JPG format is received by the organiser by the deadline. Please send your data (min. 100 kB, max. 1 MB) to: rallyes@motorpresse.de

### 3. Minimum Number of Participants

Provided that this is stated in the call for entries, the organiser reserves the right to cancel the event if by the entry deadline the minimum number of participants referred to in the call for entries has not been reached. In this case the individuals who have already submitted entries will be informed of the cancellation.

### 4. Cancellation Deadlines

A possible cancellation of the entry must be submitted in writing. In the case of cancellation, the organiser shall have the right to the following payments:

- from 60 days before the beginning of the event: 25 % of the total amount
- from 28 days before the beginning of the event: 50 % of the total amount
- from 14 days before the beginning of the event: 100 % of the total amount

These payments represent all-inclusive compensation unless the organiser shows that the remaining remuneration claim after deduction of the saved expenditure would have been higher. The participant is at liberty to prove that the organiser has suffered a lower amount of losses or none at all.

### 5. The confirmation of participation only applies to the vehicle entered.

By sending his entry, the participant accepts the Regulations as well as the general terms and conditions.

### 6. Accreditation and Vehicle Scrutineering

Every participating team must present itself within the time frame stipulated by the organiser for accreditation to the event office and for vehicle scrutineering. For the participating vehicle valid vehicle documents in accordance with the valid national regulations of the vehicle's country of origin as well as corresponding evidence of insurance cover (at least compulsory third party insurance) have to be retained.

### 7. Responsibility and Liability of Participants

The participants (driver, co-driver) as well as the owners and registered keepers of the vehicles take part in the event at their own risk. They carry the sole civil and penal responsibility for any damage caused by them or the vehicle they are using. With submission of the entry, driver and co-driver agree to waive any claims for damages arising out of or in connection with the event: the organiser, the marshals, assistants, authorities, emergency services and other persons connected with the organisation of the event or other participants. This does not apply to personal damages caused by intentional or negligent breach of duty on the part of the group of individuals released from liability, nor to other damages based on an intentional or grossly negligent breach of duty on the part of the group of individuals who are released from liability.

The participant shall comply with the traffic regulations in the countries through which the vehicle is driven and shall adapt his or her driving – in particular speed – to the road conditions on his or her own responsibility. It is expressly pointed out to the participant that he or she is liable under civil and penal law for his or her driving and any resulting damage, including that incurred by other participants or other third parties.

With his or her signature the participant hereby provides an undertaking that he or she has been informed of this liability waiver and shall himself or herself ensure that he or she has taken out sufficient insurance cover.

This liability waiver also applies to possible damages to the vehicle caused by the fixation of the starting numbers or event identification (rallye plates). The plates are to be attached to the vehicle by the participant himself. Insofar as the participant avails himself of the services of the rallye assistants for this, all liability for resulting damages shall be excluded.

### 8. Exclusion from the Event

Furthermore, the organiser reserves the right to exclude participants from further participation in the rallye in the case of gross infringements of the rallye regulations and traffic regulations, disruption to the event or if others are placed in danger. Participants who are excluded from the event shall have no right whatsoever to a reimbursement of the entry fee.

### 9. Driver Briefing and Driving Licence

Participants undertake to take part in the driver briefing before the start of the rallye.

Every driver in the rallye hereby provides an undertaking that he or she is in possession of a valid driving licence for the vehicle being driven. The driving licence must be retained by the driver on his or her person during the rallye.

### 10. Abandonment of the Event due to Force Majeure

The organiser reserves the right – without assuming any liability for damages – to implement any changes to the call for entries as a result of force majeure, for safety reasons or due to changes imposed by the authorities, as well as to cancel the event if this is necessitated by extraordinary circumstances.

### 11. Media Reporting

The participant hereby declares his or her agreement that any photographs of the event in which he or she is depicted may be published for the purposes of reporting and advertising in the context of „Rallyes“. The participant shall have no claim to a fee for this.

### 12. Place of Jurisdiction

The place of jurisdiction for legal action against the organiser is Stuttgart.

### Organiser:

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