

## **General Terms and Conditions (AGB)**

of

**Speer Racing GmbH Sportveranstaltungen, Vogelsangstr. 41/3, D-72581 Dettingen a.d. Erms,  
Germany**

These GTC also apply to the car events organized by Speer Racing under the label "Paragraph 5".

This is an automatic translation for information purposes, the German original is legally binding.

**- hereinafter referred to as "SRS / P5" -**

**Status: 29.11.2023 (df)**

### **1. Scope of application**

These terms and conditions apply to contracts for the organization and implementation of events, functions and trainings as well as all related services and deliveries of SRS / P5 and its contractual partners.

The customer's terms and conditions shall only apply if these have been expressly agreed in advance. In the event of legal disputes, the place of jurisdiction shall be the registered office of SRS / P5; German law shall apply.

### **2. Conclusion of contract, content of contract, withdrawal of the organizer**

The contract is concluded directly between the participant and SRS / P5; a booking cannot be made via third parties (minimum age requirement, data protection, infection protection if applicable, resulting documentation and verification obligations of SRS / P5 towards third parties)!

The contract is concluded by the confirmation of participation by email from SRS / P5 to the customer.

The **minimum age for participation is 16** years for liability and insurance reasons. Younger participants may be allowed to participate after consultation with SRS / P5 (mandatory before registration) if they have the appropriate qualifications (racing license or similar) and the nature of the event and / or the route do not conflict with this. If the participant is a minor, the consent of at least one parent or legal guardian is mandatory.

The scope of the contractual services is bindingly determined by the service description of the offer for the event period, as well as by the information referring to this in the event confirmation / invoice.

The employees of SRS / P5 are not authorized to make verbal side agreements.

SRS / P5 may withdraw from the contract in the event of force majeure such as extreme weather conditions, in the event of cancellation by the race track operator, if the minimum number of participants is not reached or for other important reasons. In this case, the participant will receive a full refund of the participation fee.

Further claims of the participant against SRS / P5 are excluded, except in cases of intentional or grossly negligent behavior of SRS / P5 or its vicarious agents. SRS / P5 is not liable for the loss of driving time on the race track due to a crash, other driving impairments, vehicle damage or bad weather conditions or similar. In such cases, the participant is not entitled to a refund or reduction of the participation fee.

### **3. payment methods and payment deadlines, credit balance**

By registering, the customer undertakes to pay the participation fee valid at the time of booking as well as the costs for any additional services booked immediately ("immediate payment term").

SRS / P5 has the right to change the participation fee for an event at any time; in principle, the price stated on the Internet at the time of booking shall apply. A subsequent change to the price for existing bookings is of course excluded.

The customer is offered various payment methods via a payment service provider (payment service provider "PSP"), which are generally free of charge for the customer. The general terms and conditions of the PSP apply, which are made available to the customer before the payment process is completed.

Cash payments are only accepted if they are made at the time of registration.

In the case of registration at the event location, the participant must pay a processing fee of EUR 20 in addition to the valid participation fee and the costs for any additional services booked.

#### **Credit**

SRS / P5 can create a credit account for each customer in the form of a personalized voucher ("Private Coupon") with a unique code. The code is communicated to the customer when the voucher is created for the first time. SRS / P5 will be happy to provide information on the credit balance and its development on request.

The credit account and its management are generally free of charge. No interest is paid on existing credit balances. The credit account cannot be overdrawn. Existing credit balances are tied to the account holder and are not transferable, not even partially.

The credit account can be topped up by deposits by the customer or by credits from SRS / P5.

The credit can be used for bookings made by the customer until it has been used up in full; the voucher code must be provided when booking. Subsequent use of credit is not possible.

Credit is only offset against the participation fee for a booking, not against additional services. Any resulting differences will either remain as credit or must be settled using one of the payment methods offered.

A refund of existing credit is generally not possible unless the customer actively terminates the business relationship with SRS / P5 and informally requests deletion from the customer base, as he/she does not plan to participate in any further events in the foreseeable future. In this case, the credit balance will be transferred to a bank account to be specified by the customer within 30 days of receipt of the request for deletion, less a processing fee of EUR 50.

### **4. Cancellation**

Cancellation of a booked event must always be made in writing or by e-mail to SRS / P5 (racing@speerracing.de or info@paragraph5.de).

Cancellation of an event incurs the following costs:

<b>Cancellation date</b>	<b>Cancellation costs</b>
Up to 60 days before	50%
59 - 30 days before	75%
From 29 days before	100%

The cancellation costs generally relate to the participation fee paid for the booked event; there are no cancellation costs for any additional services booked; only the additional service "rebooking option" (see below) is generally due in full.

The refund of the amount reduced by the cancellation costs shall be made by bank transfer to a bank account to be specified by the canceling customer, unless the customer expressly agrees to a refund by credit to his credit account.

### **Rebooking option**

With the additional service "Rebooking option", SRS / P5 offers the possibility for selected events to improve the cancellation conditions for the booked event against payment of a fee.

The rebooking option can be booked up to a maximum of 30 days before the start of the booked event and only as part of the booking - not retrospectively after the booking has been completed.

By booking the rebooking option, the customer acquires the right to cancel their booked event up to three working days before the start of the event at the latest for one of the following reasons:

- Health reasons of the named participant
- Professional reasons of the named participant
- Technical reasons (e.g. defect in the motorcycle named for the event that cannot be rectified before the booked event)

The reason must be reported to SRS / P5 immediately in writing or by email and must in any case be certified in writing by a competent third party (e.g. attending physician, employer, workshop, accident report, etc.). SRS / P5 reserves the right to check the justification of the claim and to request further evidence if necessary.

In the event of entitlement, the customer will receive a credit note from Speer Racing in the form of a personalized, non-transferable voucher for the amount paid, including all additional services booked (with the exception of the costs for the rebooking option - these are due in full in any case). The voucher is valid for 3 years from the date of issue until the end of the year (example: issued on 23.06.2023, therefore valid until 31.12.2026).

### **Replacement driver regulation**

In principle, the customer is entitled to assign his/her place to another person qualified to participate in the event booked by the customer ("substitute driver"). The substitute driver provided by the customer must only be named on site as part of the registration process or identify himself as such; prior information to SRS / P5 is not required.

The nomination of a substitute driver is generally free of charge. Any payment for the replacement driver

must be made directly to the named customer.

It is not possible to change the booking (e.g. to add or remove additional services). If the customer is unable to find a replacement driver and instructs Speer Racing to find one, this is only possible if there is a waiting list and there is a lead time of at least 7 days before the start of the event. In the event of success - SRS / P5 finds a replacement rider in the run-up to the event - the cancellation costs for the participant will be reduced to 50% of the participation fee paid.

The participant is at liberty to prove that SRS / P5 has incurred no or lower costs as a result of the cancellation.

## **5. exclusion of liability**

Participants take part in SRS / P5 events at their own risk.

The participant bears sole responsibility under civil and criminal law for all damage caused by him or by the vehicle used by him, unless otherwise stated in these General Terms and Conditions.

By submitting his registration, the participant waives all claims of any kind for damages arising in connection with the events, namely against the organizer, the marshals, the medical staff, the race track owners, sponsors, race services and other persons connected with the organization of the event, including their vicarious agents and assistants.

This exclusion of liability does not apply to damages resulting from injury to life, body or health that are based on an intentional or negligent breach of duty - including that of a legal representative or vicarious agent of the group of persons liable - and not to other damages that are based on an intentional or grossly negligent breach of duty - including that of a legal representative or vicarious agent of the group of persons liable.

Exclusion of liability of the participants among themselves: if vehicles (also) that are not properly registered for public road traffic and consequently do not have motor vehicle liability insurance (racing motorcycles or racing cars) are permitted to participate in an event, the participant waives claims of any kind against the other participants (drivers or passengers), their assistants, the owners or keepers of the other vehicles for damages arising in connection with participation in the event.

The exclusion of liability between participants in accordance with the above paragraph does not apply if the event is not designed to achieve a maximum speed and only vehicles that are duly registered for public traffic and therefore also have motor vehicle liability insurance are permitted to participate, provided that this is not a practice run for such an event.

The exclusion of liability of the participants among themselves does not apply to damages resulting from injury to life, body or health, which are based on an intentional or negligent breach of duty - also of a legal representative or a vicarious agent of the group of persons liable - and not for other damages, which are based on an intentional or grossly negligent breach of duty - also of a legal representative or a vicarious agent of the group of persons liable.

The participant himself is liable to the organizer for the fact that only he drives the vehicle registered by him. Deviations from this require the approval of SRS / P5.

SRS / P5 accepts no liability for the condition of the race track and the associated facilities.

Participants are responsible for their own adequate insurance cover (e.g. accident, liability, vehicle and health insurance). SRS / P5 expressly recommends checking the validity of existing insurance policies with the insurer prior to participation and having the validity confirmed in writing.

Data protection claims are not covered by this liability regulation.

## **6 Technical regulations**

In principle, the following applies: the vehicle used (whether motorcycle or car) must be in perfect, safe operating condition; the vehicle itself must not pose any immediate danger; this applies in particular - but not only - to the following points:

For both motorcycles and cars:

- For events that are explicitly advertised for road-legal vehicles only, the vehicle must both have a valid registration and be compliant with the StVO. Transfer license plates or red license plates are not permitted. Participation with slick tires is prohibited at these events.
- Participation with electric and hybrid vehicles is only possible with the prior approval of SRS / P5, as not all tracks currently have the necessary recovery facilities.
- The driving noise must not exceed the limit value applicable to the respective race track. The respective permissible limit value can be found in the announcement of the event.
  - In any case - regardless of a limit specified by the track - the noise level determined by a static measurement must not exceed 105db
- The allocated start number must be clearly visible on the vehicle.
- SRS / P5 offers at least one drivers' briefing at each event, at which information is provided on the applicable technical regulations, the course of the day and any special features; experienced participants are also strongly advised to attend.
- A camera attached to or in the vehicle must be additionally secured to prevent loss ("safety line", additional wire safety device, etc.). Cameras may not be attached to the rider (chest strap, helmet, etc.).

In addition, the following regulations apply to motorcycles:

- Objects attached to the vehicle but not firmly connected (e.g. suitcase, tank bag, navigation device...) must be removed before the start of the event.

In the case of motorcycle events at which vehicles that are not (also) properly licensed for public traffic are permitted, the following conditions must also be complied with:

- Only vehicles with at least 57 kW (78 hp) are permitted. Vehicles in the moto3 and SuperSport300 categories are only permitted after consultation!
- Mirrors and license plates must be removed.
- Indicators, headlights as well as rear and brake lights must be covered extensively with opaque adhesive tape.

- At multi-day events where races are offered and held, the oil drain plug must also be secured with wire and only pure water (no antifreeze) must be in the cooling system.

In addition, the following regulations apply to cars:

- Towing eye must be fitted.
- Loose objects must be unloaded.

The participant is solely responsible for the proper technical condition of his vehicle!

Compliance with these basic rules is essential to ensure safety. In the event of violations, Speer Racing GmbH is entitled to exclude the participant from participation in the event without further warning. There will be no refund or reduction of the participation fee in such cases.

## 7. protective clothing

**As a general rule**, every participant is obliged to protect themselves from the consequences of an accident, fall or similar by wearing the best possible protective clothing!

Suitable protective clothing is mandatory at all SRS **motorcycle events**; the basic equipment must consist of

- Full-face helmet (flip-up helmets are permitted, but must always be closed)
- back protector
- Motorcycle boots (overlap between boots and trousers must be provided)
- Motorcycle gloves (glove - sleeve overlap must be provided)

In the case of motorcycle events at which vehicles that are not (also) properly licensed for public traffic are permitted, the protective clothing must also include

- Chest protection
- Leather suit with protectors (one-piece recommended. In the case of a two-piece suit, the jacket and trousers must be connected by means of a circumferential zipper)

At motorcycle events where only vehicles duly licensed for public traffic are permitted, the protective clothing must also include at least

- Textile suit with protectors (jacket and trousers must be connected by means of a zipper)
- A leather suit with protectors is recommended but not mandatory.

At P5 **car events**, protective clothing suitable for the race track (consisting of a fire-retardant driver's suit, gloves, possibly also HANS) is recommended, but - unless otherwise specified by the track - not mandatory; the wearing of a suitable protective helmet, however, is always mandatory. Seat belts are also compulsory!

Compliance with these basic rules is essential to ensure safety. In the event of violations, Speer Racing

GmbH is entitled to exclude the participant from participation in the event without further warning. There will be no refund or reduction of the participation fee in such cases.

## **8. Behavior during the event**

As a general rule, every participant must behave during the entire event in such a way that other participants are not endangered by their behavior; this applies in particular - but not only - to the following points:

- For the entire duration of the event, the participant must follow the instructions of the SRS / P5 staff and the route operators.
- Should a participant require medical assistance in the course of an event, the participant releases the doctors treating him/her on site from their medical confidentiality obligation vis-à-vis Speer Racing employees
- There is an absolute ban on alcohol (0.0 per mille) during the entire event. The consumption of alcohol, drugs or medication that impairs the ability to drive is prohibited for the entire day.
- Drivers of different speeds may come together during training and possibly also in the races, so special care and mutual consideration is required.
- Stopping on the track - for whatever reason - is strictly prohibited.
- The use of drones - for whatever purpose - is strictly prohibited!
- SRS / P5 offers at least one drivers' briefing at every event, at which information is provided about the applicable rules, the daily schedule and any special features; experienced participants are also strongly advised to attend.

Compliance with these basic rules is essential to ensure safety. In the event of violations, Speer Racing GmbH is entitled to exclude the participant from participation in the event without further warning. There will be no refund or reduction of the participation fee in such cases.

## **9. protection against infection**

The participant is obliged to comply with all hygiene measures specified by the responsible authorities. SRS / P5 will inform the participant of this in detail in advance of each event.

Compliance with these hygiene rules is essential to ensure the best possible protection against infection. In the event of violations, Speer Racing GmbH is entitled to exclude the participant from participation in the event without further warning. There will be no refund or reduction of the participation fee in such cases.

## **10. Transponder**

Each participant's vehicle will be equipped with a transponder. The registration of lap times is only used to check the correct group allocation of the individual participant and not for sporting comparison. For safety reasons, a participant whose vehicle is not equipped with a transponder cannot take part in the event. Lap times will only be published at the request of the individual participant and for a fee. If the transponder is damaged during use by the participant (for whatever reason, e.g. due to improper installation, crash, collision or similar) or is lost, the participant must pay for repair or replacement. If a participant does not return the transponder after the end of the event, the transponder must be returned immediately by registered mail or insured parcel to the registered office of SRS / P5. If the transponder has not been received by SRS / P5 within 30 days of the end of the event, the replacement value of the transponder must be paid to SRS / P5 at the current daily price. SRS / P5 shall issue a proper invoice for this and provide evidence of the actual costs incurred. In this case, the transponder becomes the property of the participant.



## **11. Photographs/publication of lap times**

SRS / P5 may publish any photographs and video recordings made by the participants of an event and their accompanying persons without further approval; in particular, these may be posted on the Facebook page of SRS / P5 for retrieval and viewing. By participating in the event, the participant declares his/her consent to this within the meaning of Section 22 of the German Art Copyright Act (Kunsturheberrechtsgesetz).

If the participant books the additional service "timekeeping" or if this is included in the participation fee, he/she agrees that his/her best lap time of the event will be published both at the event venue by means of a notice board and/or monitor and on the SRS / P5 website (homepage, Facebook, etc.) as well as publicly accessible databases such as [www.mylaps.com](http://www.mylaps.com).

## **12. domiciliary rights**

SRS / P5 reserves the right to exercise its domiciliary rights, even without prior warning, and to expel visitors, participants (or their companions) and third parties from the site in the event of a breach of the provisions listed here or other unacceptable behavior.

Commercial sales at the venue, regardless of by whom, are prohibited without the express written consent of SRS / P5. In the event of violations, SRS / P5 is entitled to expel a participant without further warning. An offending participant may be excluded from the event without prior warning. A refund or reduction of the participation fee will not be granted in such cases.

## **13. data protection**

When initiating, concluding, processing and reversing a contract with SRS / P5, SRS / P5 collects, stores and processes data in accordance with the statutory provisions. By participating in the event, the participant declares his/her consent to this.

SRS / P5 assures that the participant's personal data will not be passed on to third parties unless SRS / P5 is legally obliged to do so or the participant has expressly consented to this in advance. Insofar as SRS / P5 utilizes the services of third parties for the execution and handling of processing procedures, the provisions of the Federal Data Protection Act shall be complied with. The personal data that the participant provides to SRS / P5 when registering or by e-mail (e.g. name, contact details) will only be processed for correspondence with the participant and only for the purpose for which they were provided to SRS / P5.

SRS / P5 only passes on the participant's data to shipping companies commissioned with the delivery, insofar as this is necessary for the delivery of goods. For the processing of payments, SRS / P5 shall forward the participant's payment data to the credit institution commissioned with the payment. Personal data provided to SRS / P5 via its website will only be stored until the purpose for which it was entrusted to it has been fulfilled. Insofar as retention periods under commercial and tax law must be observed, certain data may be stored for up to 10 years.

When visiting the SRS / P5 website, the IP address currently used by the participant's PC, the date and time, the browser type and operating system of the participant's PC and the pages viewed by the participant are logged. However, this does not allow SRS / P5 to draw any conclusions about personal data and is not intended to do so.



If the participant no longer agrees to the storage of his personal data or if they have become irrelevant, SRS / P5 will, upon corresponding instruction, arrange for the deletion, correction or blocking of the participant's data within the framework of the statutory provisions, also - as far as possible - with third parties. Upon request, the participant shall receive information free of charge about all personal data that SRS / P5 has stored about him/her. If the participant has any questions regarding the collection, processing or use of his/her personal data for information, correction, blocking or deletion of data, please contact:

**Speer Racing GmbH Sportveranstaltungen**

**Vogelsangstr. 41/3**

**D-72581 Dettingen a.d. Erms**

**Phone: 07121/768080**

**Fax: 07121/7680851**

**[racing@speer-racing.de](mailto:racing@speer-racing.de)**

**[www.speer-racing.de](http://www.speer-racing.de)**

## **14. final provisions**

The place of payment is the registered office of Speer Racing GmbH, Dettingen a.d. Erms.

The exclusive place of jurisdiction - also for disputes relating to checks and bills of exchange - shall be the registered office of SRS / P5 in commercial transactions. If a contractual partner fulfills the requirements of § 38 para. 1 ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction of Speer Racing GmbH shall apply.

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. In the event of a mutual commercial purchase, the registered office of SRS / P5 shall be the sole place of jurisdiction.

Should one or more provisions of these terms and conditions become invalid or contain a loophole, this shall not affect the remaining provisions. In this case, the contracting parties are obliged to replace the invalid provision with a provision that comes as close as possible to the invalid provision in economic terms or fills the gap.

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