

# MERCEDES-BENZ 1000 MIGLIA CHALLENGE 2019

## GENERAL TERMS AND CONDITIONS FOR ENTRY AND PARTICIPATION IN MERCEDES-BENZ 1000 MIGLIA CHALLENGE 2019

**Important:** THE FOLLOWING GENERAL TERMS AND CONDITIONS (“GENERAL CONDITIONS”) GOVERN THE TERMS AND CONDITIONS OF ENTRY APPLICATIONS, AND POSSIBLE ADMISSION TO MERCEDES-BENZ 1000 MIGLIA CHALLENGE 2019. REGISTERING FOR THE MERCEDES-BENZ 1000 MIGLIA CHALLENGE RACE IMPLIES FULL ACCEPTANCE OF THESE CONDITIONS, SELECTING THE SPECIFIC SPACE ACKNOWLEDGES AND ACCEPTS THESE GENERAL TERMS AND CONDITIONS.

NON-ACCEPTANCE OF THESE TERMS AND CONDITIONS WILL PREVENT THE COMPLETION OF THE REGISTRATION PROCESS.

**Art. 1 - Programs (preliminary and finalized):** Preliminary programs are those still being defined in terms of routing and locations, and/or in terms of the structures that will be used. 1000 Miglia Srl, licensee of Brescia Automobile Club (hereinafter also referred to as “The Organiser”), hereby states that it will maintain the services and structures shown in the finalized program. However, in the unlikely event of services becoming unavailable, the Organiser is responsible for ensuring that services and/or structures be substituted with services and/or structures of equal or higher quality as indicated in the finalized program.

**Art. 2 – Modern and vintage Cars Regularity:** The terms of reference regarding regulations will be the ACI Sport Regulations currently in use. Time measurement will be guaranteed with a precision to one hundredth of a second with penalties for early or late arrival. Time measurement will be done by use of pneumatic tube pressure reader, which must have print-out equipment.

**Art. 3 - Admission to Mercedes-Benz 1000 Miglia Challenge 2019 and Complaints:** The Organiser is the sole authority deciding which vehicles may take part. No complaints as to rejected entries will be taken into consideration. The selection committee’s decision is final and unquestionable.

**Art. 4 - Deposit:** The deposit, is € 9.500,00 + VAT and includes the following:

### 4.1 Complete hospitality package for 2 people as follows:

- ⇒ Hotel accommodation (max 4 stars) for 4 nights, including breakfast;
- ⇒ 3 light dinners per person;
- ⇒ 4 light buffet lunches per person;
- ⇒ Opportunity to participate in the Prize Ceremony.

### 4.2 Kit for entrants:

- ⇒ Kit of documents and technical material provided
- ⇒ Official merchandising

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## 4.3 Services and assistance included:

- ⇒ Possibility to purchase additional service packages

**Art. 5 – Additional Services:** In addition to services provided in the registration package, it is possible to pay separately for the following services:

- ⇒ Hotel accommodation in two separate double rooms for single occupancy if available in the race location (this service is subject to a supplement);
- ⇒ Option of extending your stay in Brescia for the days immediately before the event (this service is subject to a supplement);
- ⇒ Participation of a support crew for your vehicle; for a maximum of 2 teams per participating vehicle (this service is subject to a supplement);

The tariffs requested for individual additional services described herein will be published later. The company 1000 Miglia s.r.l. reserves the right to place other services at the disposal of the participants, on request and always subject to an additional fee not included in the registration fee.

**Art. 6 – Objections to the Deposit:** Under no circumstance whatsoever and at no time will the Organiser take into consideration any disputes regarding renegotiation of deposit. The deposit reflects the quality, quantity, type of service and assistance offered by the Organiser.

The organisation of the event implies, for the Organiser, as from the preliminary phases, a series of costs to be taken into consideration, right from the decision of the deposit. These costs include advertising costs to make the event known to the public, realisation, production and distribution of materials, hotel bookings and other costs. In the event that your application is not accepted, the paid sums will be refunded net of banking fees and/or commissions incurred (notwithstanding the provisions of the art. 1385 of the Italian Civil Code). These deposit will be refunded via bank transfer or credited to your credit card by Friday 3rd May 2019.

**Art. 7– Resolutive condition:** All obligations connected to the entry application are subject to conditions subsequent to the approval of the Specific Race Regulations by the relative ACI Sport. In the event of non-approval, 1000 Miglia Srl is solely responsible for refunding the deposit paid, net of bank costs and/or collection fees (notwithstanding the provisions of the art. 1385 parag. II of the Italian Civil Code), by bank transfer or credit on credit card.

**Art. 8 – Protection of Privacy:** The personal data of the participants will be processed by 1000 Miglia S.r.l. (with registered office in via Enzo Ferrari No. 4/6 - 25134 Brescia, Italy) as Data Controller and in compliance with the obligations under art. 13 of the EU Regulation n. 2016/679 (GDPR) and of Legislative Decree no. 196 of 30 June 2003 ss.mm.

This processing will be based on principles of correctness, lawfulness, transparency and protection of privacy and rights of participants and, in any case, will be carried out in full compliance with the provisions of European and national legislation on privacy.

The providing of personal data is required to achieve the purposes related to the entry. Failure to provide the requested personal data, therefore, makes it impossible to enter.

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The personal data of the participants may be communicated in order to receive information on the activity of 1000 Miglia S.r.l. or for sending advertising material to sponsor companies and / or partners linked to 1000 Miglia. If necessary or appropriate for the administrative and organizational management of the event, the above data may also be disclosed to natural and legal persons, to banking institutions for the management of collections and payments, to insurance institutions, to collaborators, interns, consultants specifically assigned as part of their duties, to photographers as independent data controllers or as external managers in charge of photographing or taking still images and moving.

At any time the participants can exercise their rights (access, rectification, cancellation, limitation and opposition to treatment) against 1000 Miglia S.r.l., pursuant to articles. 15, 16, 17, 18, 20 and 21 of EU Regulation no. 2016/679 sending communication to the address: [privacy@1000miglia.it](mailto:privacy@1000miglia.it).

The data will be stored for a period consistent with the purposes of processing, as required by European and national legislation.

**Art. 9 - Additional and/or Information Notification:** It is the responsibility of 1000 MIGLIA Srl to make known to all participants, using the best means possible, any changes or additions to the present Terms and Conditions and to the programs, as well as all information or explanation for a better understanding.

**Art. 10 - Trademarks and distinguishing marks. Ownership and copyrights:** The participant has no claim on "MILLE MIGLIA", "1000 Miglia" and "1000 Miglia Freccia Rossa" registered trademarks (name and logo) nor any authorization for use of the same. For this purpose the participant undertakes, on his own behalf and on behalf of his/her driver and/or navigator and/or team and/or support team, to lay no claim to the ownership, licence or any other right of use or exploitation of the same. Furthermore the participant undertakes on his own behalf and on behalf of his/her driver and/or navigator and/or team and/or support team, to not register or use the names, trademarks, or other distinctive signs in combination with the names or registered trademarks of "Mille Miglia" and/or similar easily confused graphics.

The copyright of the website [www.1000miglia.it](http://www.1000miglia.it) and all of its content (this includes, but is not limited to: all the information, graphics, photographs, texts, videos, audios) are the property of 1000 Miglia Srl, unless otherwise indicated. The website services and its contents are protected by current Italian and International laws which protect Mille Miglia copyright. Copying and/or reproducing any material contained on this site is strictly prohibited.

**Art. 11 - Website Content:** The website [mercedesbenzchallenge.1000Miglia.it](http://mercedesbenzchallenge.1000Miglia.it) could contain material from third parties or links to third party websites. 1000 Miglia Srl does not accept any responsibility for information, products or services contained in websites that can be accessed through links contained on their website. The content, accuracy and opinions of third party websites are in no way approved or verified by 1000 Miglia Srl. 1000 Miglia Srl is not responsible for participants' use of these sites. The participant accepts the fact that 1000 Miglia Srl is not liable for third party websites and cannot be held responsible for damages or losses attributable to the content, the products, or the services made available by these websites. Participants also accept not to use third party materials in such a way as to infringe the rights of third parties and that 1000 Miglia Srl will not be held responsible in any way for use by the participants.

**Art 12 - Image Rights – Disclaimer and indemnity:** The participant authorizes 1000 Miglia Srl and/or those

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authorized by the same, within the general context of the Event, to take photos and/or audio-visual films of his person, team and/or the vehicle/s and/or assets/trademarks owned/held. Each participant assigns and transfers to the Organiser, free of charge and without limits, rights for the use of any photographs and audio-visual films which 1000 Miglia Srl and/or assignees will take or film during the event. The Organiser is authorised to store, use for commercial purposes, or to distribute the photos and videos to third parties, without time limits. The Organiser can also edit any content to their discretion and use the photos or videos for editorial products (including but not limited to newspapers, books, magazines, etc.) and/or for any type, means or system of use currently known or to be invented in the future (including but not limited to all forms of television broadcasting - land, satellite or cable, radio, internet - downloading and streaming, analogical and/or digital systems; etc.), with no limits as regards territory, duration and passage, and also by means of the total or partial assignment to third parties.

Each participant indemnifies 1000 Miglia S.r.l. from any claim from third parties concerning the photographs and/or audio-visual films mentioned above.

**Art. 13 - Insurance and indemnity:** In accordance with Article 124 of Leg. Dec. 209/2005 (Private Insurance Code), 1000 Miglia Srl has drawn up a civil liability insurance policy, which is mandatory for all forms of sporting competitions involving vehicles with engines. This insurance covers third party liability for the Organiser and any obligor for damage to persons, animals and things, excluding damages to the participants themselves and their cars.

Therefore, the participants agree to draw up an appropriate insurance policy in conformity with current law and to communicate the corresponding details (number and validity period of the insurance policy, name of the insurance company) to the Organizer within the deadlines established by the latter.

Furthermore, the participant hereby declares to know that the event is carried out on roads open to traffic and, thus, accepts and undertakes to comply with the road regulations foreseen by the Italian traffic Laws, which the participant declares to be aware of.

The participant agree to release 1000 Miglia Srl, Automobile Club Italia (ACI), ACI Sport and all of the organiser's staff, other Automobile Clubs involved in the event, race marshals and owners of land and property through which the event passes, from any liability for damage to the participant himself, his drivers, co-drivers, employees and assignees, or damage or injury to third parties or objects by the same participant, his drivers, co-drivers, employees or assignees. Likewise, the participant will not hold 1000 Miglia Srl and Brescia Automobile Club responsible for theft and/or fire and/or any other damage that their vehicles may incur during the entire event. Furthermore, the participant agrees to waive, for himself and his heirs and assignees, any and all claims against 1000 Miglia Srl in relation to any kind of accident their vehicle may incur.

**Art. 14 - OBU and TRANSPONDER Service.**

## **14.1 GPS Tracker Service:**

This service provided by the Organiser gives individuals competing in the race the opportunity to communicate situations where he/she may require assistance, such as medical assistance or road assistance. The conditions of use will be explained by the technical staff when the device is handed over. If the GPS Tracker is not returned within the times and with the methods as per the document, which

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you signed when you received the device, 1000 Miglia srl will charge you the sum of € 1,500.00 + VAT (one thousand five hundred Euros).

## 14.2 Transponder Service:

This service allows a transponder to be fitted to your car. Unlike the GPS device, this will serve to assist the timekeeping service in signaling the car's race number via transmission to the relative instruments. The use of this transponder improves timekeeping operations and without this device, there could be problems in keeping time.

The transponder will be installed by technicians during the technical checks. They will place a strip of Velcro in a suitable position in the car. You will also receive a document illustrating the technical characteristics of the service.

The final installation will take place during the lining up of the cars. The device must be kept on board the car throughout the whole event. The device must be handed back to the CO at the finish line. If the transponder is not returned within the times and using the procedures as set out in the document that you will have signed upon delivery, 1000 Miglia Srl will charge you the sum of € 500.00 (five hundred Euros), plus VAT.

**Art. 15 - Applicable Law and Court of Law:** These Terms and Conditions ("DG") are governed and interpreted according to Italian law. All references to the laws and provisions indicated in these Terms and Conditions refer to Italian laws and regulations. For any dispute resulting from these Terms and Conditions, the Court of Brescia will have sole jurisdiction.

To all legal effects, the Italian version of these general "Terms and Conditions" will take precedence. The English translation of the same is understood as being solely for information purposes.

The participant declares to have understood and to expressly accept the following articles of the present General Conditions:

- Article 3 – Acceptance to 1000 Miglia 2019 and possible protests
- Article 6 - Contestation of registration fees
- Article 8 - Protection of Privacy
- Article 12 - Image rights
- Article 13 - Civil liability and indemnity
- Article 15 - Applicable legislation and jurisdiction