

## TERMS AND CONDITIONS OF ENTRY IN THE 2021 ECO GRAND PRIX SERIES - edited on 11th of May 2021

The *Eco Grand Prix events* are organised by Asociatia Eco Grand Prix (the “Organiser”), a Romanian non-profit organisation, having its headquarters in Bucharest, 31 Calea Victoriei, ap. 18, 1<sup>st</sup> District, 010061, Romania.

The Organiser of this event will permit participation of any person which undertakes to respect the following terms of entry for the Eco Grand Prix (“EcoGP” or the “Event”).

### 1. Scope of the Event

The **EcoGP** challenges are an international vehicle event, meant to showcase the versatility of electric vehicles. The scope of these challenges is to prove that electric vehicles can be a sustainable and fun means of transportation. By taking part in the **EcoGP** events you acknowledge the importance of these events with respect to protecting the environment and providing a “greener” future for the generations to come. You also undertake to conduct yourself in such a manner that is consistent with the Scope of this Event and its purpose. Failure to do so may attract the exclusion from the Event at any point, at the Organiser’s notice.

### 2. Schedule

For the Event you have registered in, you can see the whole schedule under the page <https://ecograndprix.com>.

### 3. Entry Fee

In order to take part in the **EcoGP** event, every participant has to pay a participation fee (“Entry Fee”). The fee will be established based on how you register. All fees are exclusive of VAT. Confirmation of the payment is needed in order to be registered as participant. Once you complete the registration form, an invoice will be provided to you with the bank details where payment has to be made. Payment must be done within five (5) business days from the receipt of invoice. Failure to make payment will result in the deletion of your entry as participant. A new registration form must be completed in order to apply as participant.

Once payment has been made, your participation in the Event is secured. No refunds will be made should you decide to not take part in the Event, for whatever reason, objective or subjective.

Based on when you register and pay your Entry Fee, you will receive an Event participation number. Your number cannot be changed and it will be distributed by Organiser as follows: the first Participant will receive number “ECOGP01”, the second “ECOGP02”, and so on. Should one of the participants cancel his participation in the Event, the number will remain unused. You cannot request a preferential Event number.

Your place in the Event cannot be transferred to another person without the prior written consent of the Organiser.

### 4. Vehicle

Only 100% electric vehicles are allowed to take part in **EcoGP**. The vehicle must be registered with the proper authorities in the owner’s country and participant must provide legal documents, such as vehicle identity card and/or vehicle registration license along with Green Card insurance, and any other form of vehicle registration documents relevant to the country of registration, upon arrival at the Starting point of the Event. Failure to provide the documents stated above will result in you being delayed start in the Event until all requested documents are delivered.

In the registration form, you need to enter brand and model of the vehicle you wish to drive in **EcoGP** and only that vehicle will be allowed to participate in the Event. Changing the vehicle entered in the Event can only be done with a prior written consent from the Organiser. If the Organiser does not consent to you participating in another vehicle other than the one entered in your registration you shall be refused access to further participating in the Event and no refund will be made from the Entry Fee. The Organiser will refuse any entry in the Event of a vehicle, which is not 100% electric.

Should the vehicle entered in the Event not be owned by participant, participant must obtain all written consents from the owner, necessary to drive said vehicle.

## 5. Personal documents

As participant in the Event, you have the obligation to obtain and maintain throughout the Event: (i) a valid and unrestricted driver's license for the vehicle you are planning to drive, (ii) a medical insurance valid for the period of the Event and (iii) a personal liability insurance. With prior notice before the start date of the Event, Organiser may request other documents relevant to the Event, in order for the proper fulfillment of the Scope of the Event. Depending on the type of event, you may also have to have an official pilot license issued by a competent authority.

## 6. Compliance

By entering the **EcoGP Event** you undertake to comply with all Rules and Regulations set by the Organiser

Under no circumstances will driving while intoxicated be permitted. You must not drive under the influence of alcohol or other intoxicating substances. Also, you undertake to drive your vehicle in a safe and responsible manner, showing courtesy to the other participants in the Event. You must not drive if your ability to do so, safely and properly, is in any way affected due to illness, lack of adequate rest or any other condition. Should the Organiser find you driving under the influence of alcohol or other intoxicating substances, your participation in the Event will be terminated at once.

Furthermore, you have to comply in full with these Terms and Conditions, the Rules and Regulations of the Event and the indications received from the Stewards of the Event, before and during the whole duration of the Event. Failure to do so will attract your disqualification from the Event, upon Organiser's notice.

You are solely responsible for any and all damages that you might cause to any and all property during the Event, for any reason whatsoever.

## 7. Costs

The Entry Fee does NOT cover any other costs other than the ones described on the website, according to your options during the registration process. All the other costs that have not been covered in the documents received from the Organiser, must be handled by you. The costs you have to cover will include, and are not limited to: costs with accommodation (if you did not book your accommodation through the Organiser), charging of the vehicle outside the Event, road taxes, insurance, meals, personal expenses, communication costs, all costs incurred for reaching the Event, and departure from the Event.

## 8. Logo of the Event

You agree to have the EcoGP logo stickers attached to the outside surface of your vehicle. You are not entitled to deface, cover-up or otherwise obscure such stickers and shall try to keep them clean and visible at all times. Stickers are non-permanent and easily removable without damaging vehicle finishes, therefore the Organiser will not be responsible for claims for damage to vehicle finishes as a result of the application or removal of such stickers. You are not entitled to use the "**EcoGP**" logo for any other purpose other than be placed on your vehicle during the Event. Any other

usage of the “**EcoGP**” logo can only be done with prior written consent from Organiser.

## **9. Image Rights**

By participating in the EcoGP Event you consent to being photographed and filmed throughout the Event by the Organiser. You hereby waive any and all rights of publicity or privacy and grant the Organiser full and complete permission to utilise and exploit your appearance in the Event in any and all manner and media throughout the world, for an unlimited period of time, pursuant to the Scope of the Event. You further agree that the Organiser has the sole discretion to use or refuse to use any photographs or footage in which you appear, and that if the Organiser does use such photographs or footage, it may be edited at the Organiser’s sole discretion. The Organiser undertakes to use your image only with view of promoting the Event and its Scope, before, during and after the Event. You consent to the use of your name, image, likeness, voice and biographical material about you, in connection with any and all footage, publicity and related promotional material and for any and all publicity and promotional purposes. At Organiser’s request, you will provide these details, to be entered on the website promoting the Event and in any and all promotional materials that might be rendered before, during and after the Event.

You have the right to film, photograph or otherwise document your participation in the Event, for personal, private use, non-commercial purposes. Should you wish to use the materials recorded during the Event for commercial purposes, you have to pay a license to Organiser for such use. Any use of personal filmed material during the Event, for commercial purposes, must be notified to Organiser prior to such use and you must obtain a prior, written consent from Organiser to use such footage or photographs on any website, printed media or television appearances. The Organiser’s consent will not be unreasonably withheld and should consent be given, it will be made on a royalty free basis regarding the commercial aspects of the agreement that Participant has.

## **10. Media Appearances**

You are entitled to arrange or conduct media appearances regarding your participation in the Event, but you must obtain a prior written consent from Organiser before arranging any interview or making any statement to the press relating to your participation in the Event. Should any press statements or media appearances be required in any way in connection with your participation in the Event, you agree to fully co-operate with the Organiser in any such activities.

The Participant cannot make any statements regarding any personal records in connection with the Event.

## **11. Social Media**

In case the participant wishes to use social media (e.g. Facebook, Instagram, Snapchat, Twitter, YouTube, etc.) in order to promote his participation in the Event, you agree that all the links to these pages can be added to the official website of the Event and all the corresponding social media accounts of the Event, should Organiser decide to do so.

The Participant undertakes to use the hashtag “#ecoGP” on all of his posts, where applicable.

The Organiser has the right to use and/or link any of the materials posted by the Participant on their social media accounts to the official **ecoGP** social media accounts and website.

## **12. Personal Sponsorship**

Personal sponsorship for you and your vehicle is permitted with prior written consent from the Organiser. However, your sponsors must not compete or conflict with the Event’s sponsors. Sponsorship is encouraged with companies that have business practices or operate in fields that further outline the Scope of the Event, with respect to creating a safer, “greener” future. Any sponsorship submissions should be sent to Organiser at least ten (10) days prior to start of the Event. In your submission you must state the following: name of sponsor, field of activity, size and location

of sponsor's name, logo or other identification marks. Under no circumstances can the sponsor's name, logo or mark undercut, overlay or otherwise interfere with Organiser's Logo or Sponsors placed on your vehicle. Participating in the Event with branding of a sponsor who was not authorised in prior by Organiser, will require you to remove any and all such branding from your vehicle and/or clothing and you have to pay a 1.000 EUR penalty per sticker. Failure to comply with Organiser's instructions regarding sponsorship will result in you being delayed start in the Event until any and all such branding is removed, and the penalty has been paid in full. All costs regarding personal sponsorship will be borne in Participant.

### **13. Indemnification**

You agree to indemnify and hold harmless the Organiser, its directors, officers, employees and consultants against any and all claims, lawsuits and causes of action whatsoever or howsoever arising and brought against them by any third party as a result of your action or inaction during the Event, including, without limitation, your violation of any laws or regulations or your breach of these Terms and Conditions of Entry. This indemnification clause does not cover the situation in which the Participant decides not to take part in the Event, prior to its starting date. You expressly release the Organiser, its directors, officers, agents, employees, consultants, licensees and assigns from and against any and all claims which you have or may have for invasion of privacy, defamation or any other cause of action arising out of the production, distribution, broadcast or exhibition of photographs, footage or any promotional materials.

### **14. Force Majeure**

Neither the Participant, nor the Organiser, its directors, officers, employees, consultants and sponsors, will not and cannot be held responsible if they cannot fulfill their obligations resulting from the Terms and Conditions set herein, including the cancellation of the Event, before or during the Event, due to a Force Majeure cause, as defined by law, including, but without limitation to, earthquakes, floods, fires, tsunamis, pandemics or epidemics announced by WHO, wars, revolutions, civil war, terrorist activities or other social unrest events, blockades, embargo, and in other cases defined as Force Majeure by law. Should a Force Majeure cause, as defined by law, arise during the Event, the Organiser cannot be held responsible for the interruption or delay of the Event, including deciding to terminate the Event before its proposed End date, based on that Force Majeure event.

### **15. Liability – Release and Waiver of Liability**

The Organiser, its president, officers, employees and consultants assume no liability or responsibility for any of the following, and in no event will they be held liable to you or to any of your heirs, assigns, executors, administrators and legal representatives, for any direct, indirect, consequential or punitive damages, whatsoever, arising or resulting from: a) failure to comply with or breaching of these Terms and Conditions of Entry; b) failure to prepare in full for the Event, resulting in the impossibility to finish the Event; c) failure to comply with indications given by Organiser or any of its representatives, in any manner, be it in written or oral form, before or during the Event; d) personal injury, death, property damage, economic loss, lost wages, negligence, or any other legally recognizable claim arising out of your participation in the Event; e) any and all legal costs associated with any such claims.

### **16. Final Provisions**

The Organiser reserves the right to change the Terms and Conditions of Entry in the **EcoGP** Events, from time to time, subject to notifying you of the changes. You shall be deemed to have accepted the amended terms and conditions by participating in the Event.

By accepting these Terms and Conditions of Entry you are concluding a legally binding agreement with Asociatia Eco Grand Prix to participate in the Event on these specific terms and conditions. Thus, by agreeing to these Terms and conditions, you confirm that you accept both

standard and unusual provisions that are enclosed herein and that all contractual provisions have been accepted accordingly. The acceptance of these Terms and Conditions in the present form equates with the express acceptance of you as Participant, as set in art. 1203 of the Romanian Civil Code regarding contractual provisions.

These Terms and Conditions of Entry were written in the English language and are governed by Romanian law. By agreeing to these Terms and conditions, you submit to the exclusive jurisdiction of the Romanian Courts of Law regarding any disputes that might arise from the conclusion, execution, modification or termination of this Agreement.

If you violate any of the above terms and conditions or refuse to follow the instructions given to you during the Event by the Organiser or any of its employees or nominees, you may be prohibited from further participation in the Event.

You also agree to give a written declaration, consisting in a release and waiver of liability, upon the date of the Event.