

FIA Junior ERC Championship
Commercial Licence for Junior ERC Competitors – 2023

between

WRC Promoter GmbH, a limited liability company incorporated under German law, with registered offices at Hermann-Weinhauser Str. 73, 81673 Munich, Germany represented by its managing director Jona Siebel; VAT ID: DE 288903567 (hereinafter the "**Promoter**")

and

the competitor whose details are to be completed below (hereinafter the "**Competitor**")

(together, the "**Parties**" and each, a "**Party**")

RECITALS

- (A) The Promoter has entered with the Fédération Internationale de l'Automobile (the "**FIA**") into the binding Memorandum of Understanding (the "**MoU**") in relation to the appointment as the exclusive FIA European Rally Championship (the "**ERC**"), and ERC's supporting championship FIA Junior European Rally Championship (the "**Junior ERC**") (collectively, the "**Championship**"), as of 2022, and is therefore as designated promoter managing the exclusive worldwide commercial rights to the Championship on behalf and with the consent of the FIA.
- (B) This Commercial Licence for Junior ERC Competitors ("**Licence**"), including its schedules, sets out binding terms (the "**Terms**") regarding the participation of the Competitor in the Junior ERC events (the "**Events**"), in Championship season 2023 (the "**Season**"). Entry to the Events is subject at all times to compliance with these Terms and with the separate entry procedure imposed by the FIA Regulations, which shall be binding on the Competitor. The Licence shall enter into force upon its signature by the Parties and shall expire on 31st December 2023.
- (C) For the avoidance of doubt, nothing in these Terms shall conflict with any regulations laid down by the FIA, with regard to the Championship or in general, including and especially the conditions of entry as laid down in the FIA Regulations. In the event of a conflict between any provision(s) in these Terms and the FIA Regulations, the FIA Regulations shall prevail. The Parties recognise the FIA's status as the supreme sporting regulatory authority with regard to motorsport in general and the Championship in particular. Entry to the Events shall ultimately remain at the discretion of the FIA as the supreme sporting regulatory authority in accordance with the FIA Regulations.

COMPETITOR's DETAILS

Company Team

Name: _____

Country: _____

Address: _____

Post Code: _____

City: _____

Contact

Name: _____

Position in the company / Team: _____

Mobile: _____

E-mail: _____

Competitor Driver and Co-Driver Details

Male Female

Full name: _____

Date of Birth: _____

Place & Country of Birth: _____

Nationality: _____

Country of residence: _____

Address: _____

Mobile: _____

Website: _____

e-mail: _____

Facebook: _____

Twitter: _____

Instagram: _____

TikTok: _____

Co-Driver full name: _____

e-mail: _____

Mobile: _____

Car details: _____

Competition Licence details

Driver: _____ issuing ASN: _____

Co-Driver: _____ Issuing ASN: _____

Junior ERC Welcome Pack

Team Welcome Pack – 2 beach flags for team service area

The Recitals and all attachments are an integral part of the Licence and are legally binding on the Parties.

NOW THEREFORE, THE PARTIES HEREBY ACKNOWLEDGE AND AGREE:

1. Junior ERC Entering Rights

In consideration of entering the Events, and agreeing to be bound by the Terms, the Competitor shall receive the following, non-exclusive and non-transferable (save as expressly set out herein) rights and benefits in the Events during the Season (the exact scope of which shall, to the extent not clear below, be agreed between the Parties acting reasonably and in good faith, but without any cash alternative ever being offered by Promoter):

1.1 Entry Rights

1.1.1 Drivers born on or after 1 January 1996, seeking to enter the 2023 FIA ERC4 Junior Championship for Drivers shall

- Register to FIA as ERC4 driver on <https://registrations.fia.com/rally>; and
- Complete and sign this Licence and return it to WRC Promoter GmbH at competitors@fiaerc.com.

1.1.2 Entry rights are governed by the FIA Regulations. Any decision regarding the possible grant of entry rights shall be at the sole discretion of the FIA in its role as the supreme sporting regulatory authority and subject to the relevant separate FIA entry procedure and the FIA Regulations.

1.2 Tyre Supply

1.2.1 The Junior ERC is a single-tyre championship. Therefore, the tyres for the competitors of the Junior ERC shall be provided by the respective official tyre supplier designated under the FIA Regulations ("**Official Tyre Supplier**"). At every Event, the Official Tyre Supplier will be supplying the tyres for the Junior ERC competitors. Competitor shall contract directly with the Official Tyre Supplier for the acquisition of the tyres, and Promoter shall have no liability for this transaction.

1.2.2 Competitor acknowledges and agrees that Official Tyre Supplier will not request any advance payment for tyres and that all tyres must be purchased on Event and paid for to the local distributor at retail price. Furthermore, all tyres purchased at the Event must be paid for before the conclusion of the last service.

1.2.3 Only tyres purchased in each service park (or carried over, see clause 1.2.4 below) will be authorised to be used on Junior ERC Events.

- 1.2.4 Tyres can be carried over from previous Events (e.g. gravel tyres purchased at a certain gravel Event can be used on other gravel events in the Junior ERC. Likewise for tarmac tyres purchased at a certain tarmac Event can be used on other tarmac Events). All tyres purchased and/or carried over will be scanned and the list of bar codes per each car will be sent to the FIA.
- 1.2.5 The authorised tyres and its availability will be confirmed by Promoter on an event per event basis through a Championship Bulletin sent to Competitors, including its name, modality (e.g. gravel, tarmac) dimension, usage (e.g. soft, hard, dry), mix, rain.
The cardinal rule is: one fitted tyre = one purchased tyre.
- 1.2.6 A driver may only use those tyres that have been registered for his car. Registered tyres must be used from Shakedown onwards at each Event.

1.3 Entry Fee

The amount, as published in the applicable FIA Regulations for entry into the Events, shall be payable by the Competitor to the FIA.

1.4 Final Prize: Description of the Junior ERC Final Prize

- 1.4.1 The final prize for the winner of the 2023 Junior ERC is the entry into five (5) rally events of 2024 FIA World Rally Championship WRC3 Junior in a Ford Fiesta Rally3.
- 1.4.2 The 2024 FIA World Rally Championship Sporting Regulations and WRC3 Junior Sporting Regulations shall be adhered to by the winner at all times.
- 1.4.3 The winner will be registered for the 2024 FIA World Rally Championship WRC3 Junior Championship.
- 1.4.4 The winner agrees to take part in a minimum of two media events promoting the prize and their prize drives. Details to be communicated to the driver with as much notice as possible.
- 1.4.5 The winner agrees to carry the Junior ERC branding on their competition car for the duration of the prize drive events. The exact size and placement will be advised at a later date, but Promoter will do its utmost to respect the requirements of the winner's partners/sponsors.

2 **Competitor's Rights**

Promoter agrees to promote the Junior ERC during the Season, unless Promoter is prevented from doing so by an event of Force Majeure and, in such circumstances, if the Junior ERC is not staged, partly or at all, then those of the Parties' respective obligations in respect of the promoting of the Junior ERC (including payment obligations) shall be suspended, and Promoter shall not be liable for losses, costs, damages, fines and/or expenses of any kind towards the Competitor, in connection thereto.

3 **Promoter's Rights**

- 3.1 The Competitor acknowledges and agrees that Promoter shall, throughout the term of this Licence, have the exclusive right to exploit any and all rights of a commercial nature connected with the Event(s) including without limitation, accreditation, broadcasting rights, new media rights, interactive games rights, intellectual property rights, sponsorship rights, merchandising and licensing

rights, advertising rights and hospitality rights (the “**Junior ERC Rights**”).

3.2 The Competitor shall be entitled to exploit its rights subject always to compliance by it with these Terms including, without limitation, the agreement by the Competitor that it shall:

3.2.1 operate at all times in accordance with all legal requirements, the highest professional standards and the FIA Regulations and in such manner as shall ensure that the Competitor participates in the Events as contemplated by the FIA Regulations and these Terms (including without limitation, in accordance with the clauses and provisions contained in the FIA entry form for the Junior ERC);

3.2.2 not grant any rights or enter into any agreements or licences or carry out any activities which would undermine the value of the Championship, Promoter, the FIA or the sport of rally generally; and

3.2.3 ensure that Promoter is allowed to exercise all of the rights granted to them insofar as such rights relate to the Competitor.

4 Competitor’s Undertakings

4.1 The Competitor hereby warrants, represents and undertakes that he/she:

4.1.1 has read and understood the provisions of the FIA International Sporting Code and the 2023 FIA Regional Rally Championship Sporting Regulations and agrees to be bound by them (as supplemented or amended) and, furthermore, agrees on his/her behalf and on behalf of everyone associated with his/her participation in the 2023 Junior ERC to observe them;

4.1.2 shall wear a Junior ERC patch on his/her racing suit;

4.1.3 shall not wear patches on his/her racing suit or stickers on the rally car of a brand of tyre manufacturer in competition with the Official Tyre Supplier;

4.1.4 agrees on all conditions related to the final prize;

4.1.5 has and shall retain throughout the Term full right, title, corporate power and authority to enter into this Licence and to undertake all of its obligations hereunder;

4.1.6 shall enter the Events in the Season using the required official FIA entry forms and comply with all FIA Regulations and requirements;

4.1.7 shall pay the applicable Junior ERC entry fees (if any) within the time limits stated in the FIA Regulations and on the FIA entry forms;

4.1.8 shall enter his/her car(s) as detailed in his/her entry in the Events in accordance with FIA Regulations;

4.1.9 unless expressly permitted in writing by the Promoter, Competitor shall not be permitted to take or use video or moving images of race/on track footage at an Event, unless such service is purchased through Promoter’s approved onsite video crew for production of content.

unless expressly permitted in writing by the Promoter, Competitor shall not be permitted to use photographs or still images of race/on track action at an Event for commercial purposes unless such service is purchased through Promoter’s approved onsite photographers for

production of content;

- 4.1.10 shall provide Promoter with full and unrestricted access to all radio communication between team and car during each session of each Event for full exploitation rights across all Promoter platforms in accordance with the FIA and media regulations. Competitor guarantees it will use no other form of communication between the team and car / driver during any session in any Event other than voice radio.
- 4.1.11 shall ensure that it takes part in the Events in the Junior ERC as detailed in his/her entries and in accordance with the FIA Regulations;
- 4.1.12 shall allow Promoter to utilise the Competitor's and the Competitor's driver's image, name, likeness, voice, performance, sounds, personal data and/or participation in the Events, as envisaged in the FIA entry form, ensuring that all permissions required from driver(s), brands and/or manufacturer partners is expressly agreed and transferred to Promoter for this purpose, and for the purpose of (live) broadcasting, photographing, making audio and/or audio visual recordings;
- 4.1.13 shall allow Promoter to utilise the Competitor's and the Competitor's driver's image, name, likeness, voice, silhouette, professional name or alias, performance, sounds, personal data and/or any portrayal, fixation and/or description of his/her participation in the Events, and to create and use any recording or replication of the Competitor, the Competitor's driver and/or the Competitor's cars taking part in the Events in the Junior ERC (including the image, logo, livery, colours, name, word mark and likeness of the Competitor, the Competitor's driver, cars, as well as the name and logos of sponsors present within Competitor, Competitor's car and/or Competitor's driver's livery) in any form without any need for consent, license or payment, for any and all purposes (including marketing, advertising and public relations activities as well as any other forms of commercial messaging) that are in the interest of promoting the Championship. Such use shall be extended to any broadcaster, media partner, Junior ERC sponsor or licensee at the Promoter's sole discretion. Such use shall include (but not be limited to) audio-visual recordings, photographs, all forms of editorial coverage, information guides, promotional items, games (of all types across all platforms), merchandise and onscreen graphics and any item featuring the Competitor's drivers and cars (including all sponsors on livery) alongside other participants in the Junior ERC. For this, Competitor represents and warrants that he/she has concluded a motive/model release agreement with such relevant person or entity granting to Promoter the exclusive, worldwide, perpetual and unlimited rights to use and exploit the (live) broadcast, photograph, audio and/or audio visual recordings of and otherwise capture such relevant person, his/her name, professional name, image, likeness, voice, performance, sounds, personal data and/or participation in the Events, which Competitor shall prove upon Promoter's request per e-mail;
- 4.1.14 shall ensure that all permissions required from drivers, partners/brands and/or manufacturer is expressly agreed and transferred to Promoter for the purposes of clause 4.1.13 above;
- 4.1.15 shall comply with all the provisions concerning the Competitor's planned track setup as envisaged in the FIA entry form and further shall provide public liability insurance, a risk assessment and method statement (in a format acceptable to Promoter acting reasonably) covering the structures used onsite at Events and their set-up and break-down processes;
- 4.1.16 shall attend the official Junior ERC tests and media/publicity events as reasonably requested by Promoter from time to time together with fulfilling the marketing obligations as envisaged in the FIA entry form;

- 4.1.17 shall ensure that all necessary permissions have been obtained from national authorities in the country of each Event regarding the use of the Competitor's radio communications equipment;
- 4.1.18 acknowledges and agrees that the Promoter shall have complete sponsorship and advertising exclusivity in respect of the following product and service categories to the effect that the Competitor and Competitor's drivers shall neither directly nor indirectly grant any benefits or rights in respect to his/her participation in the Events, including his/her car(s) and liveries, to any third party for the following categories ("**Exclusive Categories**"): (i) energy drinks; (ii) tyres; (iii) fuel; (iv) lubricants and maintenance fluids; (v) video gaming, interactive games and simulations, gaming apps (collectively, "Games"); (vi) watches; and (vii) energy supplying. The Competitor further acknowledges and agrees that Competitor and Competitor's drivers shall neither directly nor indirectly grant any benefits or rights in respect to his/her participation in the Events, including his/her car(s) and liveries, to any competing racing event to the Junior ERC, or to any business that affects the ERC or Promoter's reputation. The Promoter accepts such grant;
- 4.1.19 shall not use any Junior ERC Marks or any logo or brand mark of the FIA, Promoter and/or its associated sponsors and partners, etc, without the prior written approval of Promoter, or the approval of relevant right holder as the case may be;
- 4.1.20 shall at its own expense obtain and maintain all such insurance as is required in accordance with legal requirements in connection with its operations together with such insurance cover as is prescribed from time to time in the FIA Regulations and shall submit proof t, to Promoter on its request, with copies of all such insurance policies and evidence that all premiums due in respect thereof have been paid;
- 4.1.21 shall procure for the Promoter unencumbered access as reasonably required by the Promoter, or its appointed agents, to install in the rally cars on-board cameras and other devices and ancillary equipment relating to the Event data and shall provide the Promoter with all reasonable technical assistance and co-operation with the installation of and access to such equipment. Competitor's use of on-board camera materials shall strictly and solely be for internal analysis and training purposes of the Competitor and its team(s). Any use, release or distribution of such on-board camera material and parts thereof in close circuits or in public services or platforms (e.g. websites, social media, TV) is strictly forbidden; Competitor acknowledges the importance of exclusivity of any and all on-board camera material (irrespective of the source) for the commercial strategy of the Championship from the Promoter; Competitor is fully liable for any and all use, release or distribution of such on-board camera material and parts thereof; sublicensing is strictly prohibited and invalid;
- 4.1.22 hereby grants Promoter, and Promoter accepts such grant, the non-exclusive, irrevocable, worldwide, perpetual, sublicensable, transferable and royalty-free right and license to access, record, use and license certain 'Telemetry Data' (e.g. data from sensors and logging devices installed by the FIA) from its Competitor team(s), Competitor's homologated (if applicable) rally cars and other vehicles, service areas and equipment for exploitation within Championship media productions and services (e.g. magazines, graphics, statistics, games and video games, CGI material or animations); excluding confidential data as determined in writing by the Parties. Such Telemetry Data shall include in particular GPS location of the car, engine speed (revs), gear selected by the driver, activation of the accelerator pedal, activation of the brake pedal, road speed of the rally car, lateral, longitudinal and vertical G-force on the car and any other data as may be agreed from time to time between the Parties; and
- 4.1.23 shall enter into all FIA entry forms using the same Competitor's information stated on pages

1, 2 and 3 of this Licence (unless and until the FIA gives prior written approval otherwise).

4.2 Neither Party shall make any public announcement regarding the issuing of this Licence, or its Terms, without first obtaining the other Party's prior written approval.

5 Junior ERC/Event Obligations

5.1 The Competitor hereby acknowledges and agrees that:

5.1.1 unless approved in the planned track setup as approved by Promoter pursuant to clause 4.1.15, no support vehicles (including, without limitation, trailers and caravans) shall be permitted in the track and Competitors shall instead utilise the alternative dedicated parking area provided for such vehicles;

5.1.2 Promoter personnel will monitor the look and feel of track setups and that Competitors are obliged to meet all reasonable requests to tidy, improve, clean their track setup and/or their service space at the service park;

5.1.3 Competitors must make and use driver name plates as detailed in the Junior ERC style guide provided by Promoter from time to time;

5.1.4 Competitors are not permitted to provide hospitality to their sponsors/guests or sell any merchandise in their track area or at any Event unless expressly permitted by Promoter in advance and should a Competitor wish to offer hospitality to its sponsors/guests or sell merchandise at any Event onsite it must be arranged through Promoter or its nominated provider;

5.1.5 it shall not sell any merchandise containing the Junior ERC Marks (other than through Promoter official merchandise partner) without Promoter prior written consent;

5.1.6 it must participate in Junior ERC social media campaigns as reasonably requested by Promoter and at a minimum, create and maintain (or procure the creation and maintenance of the same in the case of its driver) a social media presence.

6 Termination

6.1 Either Party may terminate this Licence and these Terms with immediate effect by notice in writing if: (i) the other Party has committed a material breach of these Terms which cannot be remedied; or (ii) the other Party has failed to remedy any material breach of these Terms within a period of ten (10) working days of the receipt of a notice in writing requiring it to do so. Promoter shall also have the right, in its sole discretion, to withhold certain rights in lieu of termination, in the event of a breach pursuant to this clause 6.1.

6.2 Promoter may terminate this Licence and these Terms with immediate effect by written notice if:

6.2.1 the Competitor transfers any material part of its business or assets comprising or including the rights granted hereunder to any other person other than in with the prior written approval of Promoter; or

6.2.2 the Competitor or any associated person acts in any way which has a material adverse effect upon the reputation or standing of the Championship, Promoter, the FIA and/or the sport of rally generally; or

- 6.2.3 the MoU expires or terminates for any reason; or
 - 6.2.4 the Competitor becomes insolvent or if any insolvency proceedings are commenced against it, and Promoter shall not incur any liability to the Competitor as a result of any such termination, and the Competitor shall have no rights or remedies against Promoter in respect of the same.
- 6.3 If the Competitor is suspended or expelled from the participation in the Junior ERC by the FIA due to Competitor's and/or its team(s) fault, Competitor's rights and entitlement to the rights according to this Licence shall automatically follow to be suspended or ceased, however the Competitor remains liable for all outstanding obligations and payments (if any), which shall be immediately due and payable.
- 6.4 On the termination of these Terms for any reason and in order to protect Promoter's Intellectual Property Rights (including the Junior ERC Marks), as defined below, and the reputation of the Championship the Competitor shall:
- 6.4.1 immediately cease its operation in the Junior ERC; and
 - 6.4.2 not at any time thereafter:
 - 6.4.2.1 disclose or use any confidential information relating to Promoter, and/or any other confidential information in respect of the Junior ERC acquired by the Competitor during or as a result of these Terms or its entry in the Events in the Junior ERC;
 - 6.4.2.2 make any use of the Junior ERC Marks or any trademarks, trade names and/or logos which are similar to the Junior ERC Marks in each case in any way whatsoever; and
 - 6.4.2.3 purport to be associated with the Promoter and/or the Junior ERC or the FIA in any manner whatsoever.

7 Intellectual Property

- 7.1 Promoter hereby grants to the Competitor a non-exclusive, non-transferable, royalty free licence to use the Junior ERC Marks, as depicted in Schedule 1, during the Term in the proper performance by the Competitor of these Terms, provided that all usage of the Junior ERC Marks shall require Promoter's prior written approval (and in such respect the Competitor undertakes to comply with any approvals process contained in the FIA Regulations or otherwise notified by Promoter from time to time).
- 7.2 The Competitor hereby grants to Promoter, and Promoter accepts such grant, the non-exclusive, irrevocable, worldwide, perpetual, sublicensable, transferable and royalty-free right and licence to use the Competitor Marks (i.e. Competitor's expression, logo, brand, designs, graphics and copyrights as well as trademarks, names, emblems in any language version, expression and permutation thereof), including, without limitation, those depicted in Schedule 1, as well as all sponsor's and/or third party marks, designs, copyrights and intellectual properties (including those as set out in clause 4.1.12 and 4.1.13) used and/or depicted on or for the Competitor and Competitor's team(s) (if applicable), its homologated (if applicable) rally cars, vehicles, uniforms, service areas and similar areas, equipment and material for promotion and commercial exploitation and in connection with the Junior ERC, and all media now known or hereafter devised or upon any goods or promotional items or in connection with any services or purposes, including without limitation, the right to use all of the above in games and animations, provided that such use is not intended to cause offence to or damage the reputation of Competitor.

- 7.3 The Competitor acknowledges that (i) any and all patents, inventions, designs, copyright and related rights, database rights, trademarks and trade names (whether registered or unregistered) and rights to apply for registration, intellectual property and all other rights of any kind which may now or in the future exist in the Junior ERC Marks or any material in relation to the Championship together with any associated goodwill; (ii) all rights of a similar nature or having an equivalent effect which currently or in the future exist in any part of the world; and (iii) all applications, extensions and renewals in relation to any such rights (collectively, the “**Intellectual Property Rights**”) shall vest and remain at all times in the FIA and/or the Promoter and that the Competitor does not have, and does not by virtue of this Licence obtain, any proprietary rights or interests or rights other than the rights explicitly granted under this Licence in such Intellectual Property Rights. The Competitor undertakes not to make a claim to such goodwill or to such proprietary rights, titles or interests or such other rights in such Intellectual Property Rights. The Competitor agrees not to modify at all the Junior ERC Marks, or to combine them and shall not use individual elements thereof.
- 7.4 The Competitor shall not commit or omit any act or pursue any course of conduct which might tend to bring such Intellectual Property Rights, the FIA, the Promoter or the Championship into disrepute or use such Intellectual Property Rights in any way so as to damage the goodwill and reputation attached thereto or in any manner likely to impair the rights of the Promoter or the FIA in such Intellectual Property Rights or the Championship, or dilute the value or strength of the Championship, such Intellectual Property Rights or any applications or registrations thereof. This includes but is not limited to any whatsoever attack against applications or registrations of such Intellectual Property Rights or parts thereof.
- 7.5 The Competitor acknowledges and agrees that the Junior ERC Marks are granted ‘as is’. Promoter assumes no warranty for the validity of registrations for the Junior ERC Marks, in particular that the Junior ERC Marks may be used in parts of any territory, or that the Junior ERC Marks are free of third-party rights, that they have not been subject of enforcement proceedings or that they do not infringe any third-party rights. Further, the Promoter assumes no warranty for the existence or non-existence of any third-party rights that are contrary to the registration and/or use of the Junior ERC Marks in the individual countries and will not be liable towards the Competitor for any kind of indemnification, save for intentional and gross negligent violations of its material obligations under this Licence.
- 7.6 The Competitor shall promptly inform the Promoter of any actual or suspected unauthorized use of any of such Intellectual Property Rights of which it becomes aware. The Promoter shall have sole control of any proceedings arising out of any unauthorized use of any of such Intellectual Property Rights.
- 7.7 The Competitor undertakes to the Promoter that upon the termination of this Licence, howsoever caused or arising, the rights granted under this Licence in relation to any of the Junior ERC Marks and such Intellectual Property Rights shall cease and the Competitor shall be deemed to have assigned, transferred and conveyed to the Promoter any and all rights of copyright, trade mark, trade rights, equity, goodwill, title or other rights in and to all or any of such Intellectual Property Rights which may have been obtained by the Competitor and Competitor’s team(s) (if applicable) or any other persons or entities associated with it or vested in it with immediate effect and the Competitor undertakes to execute any instruments requested by the Promoter and the FIA to accomplish or confirm the above upon request.

8 Limitation of Liability and Indemnity

- 8.1 Promoter shall not be liable to the Competitor in contract, tort (including negligence) or otherwise for any indirect or consequential loss or damage arising out of or in connection with these Terms.
- 8.2 The Competitor shall fully indemnify and hold harmless Promoter and the FIA (and their associated

companies and all their respective directors, members, officers, employees, agents and subcontractors) (the "Indemnified Parties") and keep the Indemnified Parties indemnified from and against any and all losses, costs, liabilities, damages, claims, demands and expenses (including reasonable professional fees) made, suffered or incurred by Promoter and/or the FIA arising as a result of or in connection with (i) any breach by the Competitor of these Terms or any of the FIA Regulations, or negligence or wrongful act, omission or wilful default of the Competitor; and (ii) any third-party claim in relation to Promoter's or the FIA's use of the Competitor's trademarks or trade names or other Intellectual Property Rights relating to the Competitor (including those as set out in clauses 4.1.12 and 4.1.13).

8.3 Nothing in these Terms shall operate to exclude or restrict either Party's liability for death or personal injury resulting from its negligence or that of its employees, fraud or fraudulent concealment, or any other liability that cannot be excluded or restricted by law.

9 General Provisions

9.1 This Licence contains the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, whether oral or written. This Licence may not be changed or modified except by an agreement in writing, signed by an authorised representative of each Party.

9.2 All schedules are an integral part of this Licence and are legally binding on the Parties. The Promoter rejects the application of Competitor's terms and conditions and any other terms of agreement that are not specifically referenced herein.

9.3 The Competitor agrees that the contents of this Licence as well as any related information and all confidential information and business secrets of the Promoter shall be treated strictly confidential and such information shall not be disclosed to third parties. The confidentiality shall remain effective for until the termination of this Licence and for an indefinite time thereafter. In particular, the Competitor is obliged to maintain full confidentiality with regard to all rights granted hereby and all business or trade secrets and other information the Competitor gains knowledge of during the Events or in any other way in relation to this Licence of the Promoter and its affiliates and stakeholders (including without limitation the FIA, Rallycross Promoter GmbH, Event organisers, partners, suppliers or any other party involved in the Junior ERC). The Promoter shall have the exclusive right to publish and disclose any kind of information regarding the Events.

9.4 Nothing in these Terms is intended to or shall operate to create a partnership or joint venture between the Parties or to authorise either Party to obligate or bind the other Party in any manner whatsoever.

9.5 If any provisions of this Licence are or become invalid, the validity of the remaining parts of the Licence shall remain unaffected thereby. Invalid provisions shall be replaced mutually by such provisions that are suitable to achieve the same economic purpose in consideration of the interests of both parties. The same applies to filling gaps that may become apparent in this Licence.

9.6 The failure or delay of either Party in exercising or enforcing any right under this Licence shall not be deemed to be a waiver of that right, nor shall it impair the exercise or enforcement of such right at any time or times thereafter. All Competitor claims based on this Licence and acts or omissions hereunder must be asserted in writing to the Promoter within three (3) months after the due date, failing which they shall expire.

9.7 In the event that Personal Data is processed under this Licence, Personal Data shall only be processed:

9.7.1 in accordance with the General Data Protection Regulation ((EU) 2016/679) (GDPR) and all

other relevant legislation and regulatory requirements relating to the use of Personal Data and the guidance and codes of practice issued by a relevant data protection or supervisory authority. Terms such as Personal Data, Controller, Processor, technical and organisational measures, shall be as defined by the GDPR and for the purposes of the Licence as described in the Licence or in order to complete the Licence and the Terms; and

9.7.2 for the duration of, but in no event longer than necessary, to complete the Licence; and

9.7.3 the legal basis of the processing of Personal Data associated with the Licence is both consent and for completion of contract or pursuant to a legitimate interest; and

9.7.4 furthermore in accordance with Schedule 2 - Data Protection Declaration.

9.8 The Competitor shall not have the right to grant sub-licences of the rights granted hereunder, and neither Party shall have the right to assign or otherwise transfer any of its rights or obligations under these Terms without the prior written consent of the other Party. Notwithstanding the foregoing, Promoter shall be entitled to sub-contract its responsibilities hereunder to any company forming part of the 'Promoter' group of companies, in particular but not limited to Rallycross Promoter GmbH, the Red Bull Group or the KW25 Holding.

9.9 This Licence shall be governed by and construed in accordance with the laws of the Federal Republic of Germany except for the conflict of law rules and the UN Sales Convention (United Nations Convention on Contracts for the International Sale of Goods dated 11.4.1980) and the Parties submit all disputes arising from or in connection with this Licence to the exclusive jurisdiction of the commercial courts in Munich, Germany. Place of proceedings shall be Munich, Germany.

IN WITNESS of which this LICENCE has been duly executed by both Parties:

_____, on _____

Munich, on _____

COMPETITOR

Name: _____

WRC Promoter GmbH

Name: Jona Siebel

Title: Managing Director

SCHEDULE 1 – Junior ERC Marks and Competitor Marks

For the usage of the Junior ERC mark, please refer to the ERC Brand Guidelines as provided by the Promoter.



**EUROPEAN RALLY
CHAMPIONSHIP**

SCHEDULE 2 - Data Protection Rules

I. Controller

WRC Promoter GmbH
Hermann-Weinhauser Straße 73
81673 Munich
Germany

Fédération Internationale de l'Automobile – FIA
2 Chemin de Blandonnet
1214 Vernier, Geneva
Switzerland

hereinafter separately referred to as “Controller” and jointly as “Controllers”.

II. Purpose of data processing and data categories

The Controller processes your personal data for the purpose as set out in the FIA Junior ERC Championship Commercial Licence for Junior ERC Competitors – 2023. Therefore, the following personal data are processed: name, team, address, competitor number, date of birth, place of birth, telephone number, email address, website, social media addresses, competition licence, photos, videos and sound recordings of data subject.

III. Legal basis

The legal basis for this data processing is Art. 6 (1) (b) of the European General Data Protection Regulation (Regulation (EU) 2016/679, in the following “GDPR”), as it is necessary for the performance of your contract with us.

IV. Data transfer

Your data will be forwarded to the following recipients outside the WRC Promoter GmbH: Fédération Internationale de l'Automobile – FIA, the Event organisers of the Junior ERC Events you have registered and/or attended to and Rallycross Promoter GmbH as fulfilment partner as well as other partners, necessary for the performance of the contract (e.g. TV productions, social media agencies).

Data will be forwarded to EU or EEA countries and to third countries (outside EU or EEA), in particular Switzerland. In order to do so, we have implemented safeguards and data protection solutions to ensure your information is adequately protected in any third countries e.g. by using standard contractual clauses or relying on the adequacy decision from the European Commission where relevant.

V. Storage period

Your personal data will be stored until the aforementioned purpose of data processing is fulfilled or the storage is necessary to comply with legal storage periods.

VI. Your data subject rights

Concerning your processed personal data, you are entitled to the following rights:

- Right of access, Art. 15 GDPR
- Right to rectification of data, Art. 16 GDPR
- Right to erasure, Art. 17 GDPR
- Right to restriction of processing, Art. 18 GDPR
- Right to data portability, Art. 20 GDPR
- Right to object, Art. 21 GDPR
- Right to lodge a complaint with a supervisory authority, Art. 77 GDPR

You can exercise any of the rights, by sending an e-mail with your request to the Data Protection Officer of WRC Promoter GmbH at privacy@wrc.com. More information is available at <https://www.wrc.com/en/footer/information/privacy-policy/>.