

TERMS AND CONDITIONS

4 ontraXX UG Hinter den Kirschkatzen 30, D-23560 Lübeck, named „ontraXX“ in the following.



1. Applicability

These terms and conditions listed hereafter apply to contracts regarding the organisation of motorcycle track days, riding safety events and races, held by ontraXX, resp. its operators, SWITCHevent and Art Motor V & A.

ontraXX is owner and operator of SWITCHevent and is entitled to use name and logo of Art Motor V & A, Grimberger Ring 43, D – 53797 Lohmar, also named “Art Motor”.

Wherever reference is made in the following to ontraXX, SWITCHevent and Art Motor as respective event operators and right holders are included, even in not mentioned specifically

The customer's terms and conditions apply only if agreed beforehand in written form, signed by both parties.

2. Conclusion and content of contract, withdrawal of the organizer

The contract comes into existence upon its written acceptance/confirmation by ontraXX to the customer.

The contractual services' specification is laid down in the service description of the offer for the duration of the event, as well as of the details specified in the event confirmation/invoice. No other specification may be valid unless agreed in written form by both parties.

In the event of force majeure, extreme weather situations, cancellation by the race track operator, failure to achieve the minimum number of participants or for other important reasons the organiser may withdraw from the contract. In this case the participation fee, minus a handling charge of EUR 25.00, shall be returned to the participant. Further claims against the organiser by the participant are excluded, except in the case of negligent or grossly negligent conduct on the part of the organiser or his assistants. The organiser takes no responsibility for loss of riding time on the racing track due to any incident occurred, any other adverse effects, damage to vehicles or bad weather conditions. In such cases the participant has no claim to reimbursement or reduction of the entry fee.

3. Methods of payment and payment deadlines

Bank transfer:

The participant transfers the participation fee due, as well as the cost of any additional services which have been booked to the ontraXX bank account within 10 days after signing in either online or in paper form. For this duration the place in the event is reserved. Should the payment not arrive within 10 days on the ontraXX account, the organizer is entitled to sell the place reserved otherwise without any further notice. The event organizer is not responsible for bank transfers not specified or executed correctly. The proof of payment has to be led by the entrant. The height of the entry fee depends on the date of payment indicated in the online booking shop for the respective event.

Direct Debit:

If choosing the direct debit method (only for registered championship competitors, “Serienstarter”, the participant authorizes ontraXX to debit the entry fee, which is due for payment from his account. This permission can be cancelled at any time. For the return of direct debit payments, for which ontraXX is not liable, ontraXX is entitled to request from the participant to return debit charges of up to EUR 25.00 and, if necessary, an alternative payment.

ontraXX has the creditor ID number DE85ZZZ00000330082. The mandate reference number will be disclosed to the participant separately.

The participant authorizes ontraXX to take payments from his/her account via direct debit and will issue the relevant mandate accordingly. The participant must simultaneously advise their bank that ontraXX is authorized to take direct debit from their account.

The participant agrees that he will obtain the date of the direct debit transaction (prenotification) only with the confirmation of his registration. In some cases, for example in the case of very late bookings, this may occur up to one day before maturity.

When registering via the web form for direct debit, the participant discloses his full name, address, name of bank and IBAN number for the account, from which the direct debit will be taken. Any changes to the account details need to be

pointed out to ontraXX immediately and without request. The participant is and will be responsible for any complications occurring through a miscommunication of those details.

PayPal:

Payment may be made through PayPal. Where a direct debit is returned for reasons for which ontraXX is not liable ontraXX is entitled to request from the participant return debit fees of EUR 25.00 and, if applicable, an alternative method of payment (direct debit, or bank transfer).

Cheques:

Cheques are not accepted for payment.

Cash payment:

Cash payments are not accepted.

Invoicing:

Entry confirmations issued by the shop have invoice status and are valid as such. Reverse charge invoices will be exclusively issued to dealers and co-operators having signed a partnership contract.

By registering, the participant is obliged to pay the participation fee as well as any additional services booked within the deadline. The participation fee, along with any additional services booked, are to be paid no later than agreed with the entry and no later than 10 days to be allowed to claim the participation as booked. Height of payment is indicated in the shop and the entry confirmation sent immediately after the correct booking *and depends of the time to go to the event booked*. ontraXX is entitled to claim additional payment in case of bookings not paid within the period of booking as indicated. Sofortüberweisung, immediate transfer payment method, may be offered by ontraXX, as well as other current methods if payment.

When registration is only made at the venue, the participant has, in addition to the participation fee and the cost of any additional services booked, to pay an administrative fee of up to EUR 20.

Where payment is received after the due date, ontraXX is entitled to cancel the registration or withdraw from the contract without further requests for payment.

4.Cancellation

Participants are entitled to cancel their booking. Cancellation of a booked event is to be notified in every instance to ontraXX) by fax or e-mail.

| Date of cancellation | Credit for 12 months | Refund | Service fee involved* |
|---|-----------------------------|---------------|------------------------------|
| Within 10 days after signing in | | 100% | Free of charge |
| More than 1 month before the start of the even | 75% | 50 % | 25 € |
| Up to 1 month before the start of the event | 50 % | Not available | 25 € |
| Up to 10 days before start of the event | 25 % | Not available | 25 € |
| Less than 5 days before start of the event | Only replacement rider | Not available | 25 €® |

If the participant provides a substitute rider or if the cancelling participant is dealing with such a rider who is on the waiting list for the registered event on the date of cancellation, the cancellation fees do not apply.

Participants are offered a cancellation insurance which entitle them to full refund of the entry fee (- 25 € service fee) up to 72 hours before event office opens.

The organizers are entitled to cancel the event due to cancellation by other involved parties, especially the race tracks or official authorities. In case of Cancellation of a booked event the participants will be notified by ontraXX) by e-mail. In this case the full entry fee will be refunded to the participants, a service fee of 25 €/day will be deducted.

5. Liability exclusion

The participant takes part in the ontraXX meetings at his own risk.

The participant alone bears civil and criminal liability for any damage caused by him or by the vehicle used by him in as far as nothing to the contrary is stated in the General Terms and Conditions.

In submitting his registration, the participant declares that he waives claims of every kind for damage arising in connection with the events, whether these are against the organiser, the marshals, the medical staff, the race track owner, sponsors, service personnel or any other persons connected with the organisation of the meeting, including assistants and vicarious agents.

This liability exclusion does not apply to damage resulting in injury to life or limb contributable to a negligent or grossly negligent violation of obligations – also by a legal representative or by an assistant of persons who are not liable - not for any other damage due to a negligent or grossly negligent violation of obligations – also by a legal representative or by an assistant of persons who are not liable.

Participants relinquish claims of any kind against other participants (riders or passengers), their assistants, owners or keepers of the other vehicles, in connection with training or competitions. This liability exclusion does not apply to damage resulting in injury to life or limb that is contributable to a negligent or grossly negligent violation of obligations – also by a legal representative or by an assistant of persons who are not liable - nor for any other damage due to a negligent or grossly negligent violation of obligations – also by a legal representative or by an assistant of persons who are not liable.

The participant is solely liable vis-à-vis the organiser for any other person riding a motorcycle that is registered to the participant and for obtaining sufficient insurance coverage (e.g. vehicle third party and personal liability insurance).

6. Protective clothing

In addition to regulation clothing (undamaged integral helmet, one-piece or zipped leather suit, leather boots and gloves) the participant is obligated to wear back protection where this is not part of the one-piece suit. If the participant does not wear protective clothing suitable for racing he can be excluded from the event without his being able to make a claim against the organiser for reimbursement or reduction in participation fees.

7. Technical regulations

Mirrors, panniers and other projecting parts of the vehicle must be dismantled by the participant before the beginning of the event. Sharp edges are impermissible and must be removed. Headlights, rear and brake lights, indicator lights and mirrors must be either removed or fully covered up with opaque adhesive tape. Exhaust systems are optional. The noise generated by the vehicle must not exceed the limit applicable to the racing track. The starting number assigned is to be fixed to the front of the vehicle (for races: front, left and right) and must be clearly visible.

In events lasting several days where racing is featured the oil drain plug must also be secured with wire and the cooling system may contain only pure water (no antifreeze).

The organiser reserves the right to exclude vehicles from the event that do not satisfy the technical regulations. A claim by the participant for reimbursement of, or reduction in, the participation fee as a result of this is excluded.

8. Conduct during the event

The participant is bound to follow the instructions of ontraXX staff throughout the event, as well as those of the operator of the track. The participant is obliged to take part in the driver briefings; failure to do so may result in exclusion by the organiser from the event, in which case the participant has no claim to reimbursement or reduction of the participation fee. The organiser assumes no responsibility for the condition of the racing track and the related facilities.

During the whole event the participant has to conduct himself in such a way that other participants are not put at risk as a result of his demeanour.

The walking speed limit is to be adhered to in the drivers' paddock and pitlane.

It is strictly forbidden to stop on the track for whatever reason.

It is possible that various fast riders may encounter each other during training and even during the race. It is therefore essential that special care and mutual consideration is shown in such cases.

The consumption of alcohol is strictly forbidden throughout the event. Riders will be banned from the whole meeting if found to be taking alcohol, drugs or medication that affects their fitness to drive. It is essential that these regulations are followed in order to guarantee safety. In the case of a contravention of this regulation ontraXX is entitled to exclude the participant from the event without further warning. Reimbursement or a reduction of the participation fee will not be made in such cases.

9. Transponder

Every rider's vehicle has to be fitted with a transponder. The registration of lap times serves only to check that the individual participant is assigned to the correct group; it is not intended for a sporting comparison. For safety reasons a participant whose vehicle is not furnished with a transponder may not take part in the event. Laps are published unless the individual participant wishes these not to be published. If the transponder is damaged by the participant during use (for whatever reason, either through improper mounting, a fall, collision or anything else on such lines) or gets lost, the participant will be invoiced a replacement transponder. Should a participant fail to return the transponder at the end of the event a loss-of-use compensation of EUR 5.00 per day will be levied until it is returned.

10. Photography/ Publication of laps

Any photographs and videos of a meeting that are made by photographers acting for the event organizer, participants and their teams may be published by ontraXX without additional authorisation. In taking part in the event the participant declares his consent in terms of § 22 of the Art Copyright Act.

Commercial sales conducted by a participant or his team at the event are forbidden without the express written permission of ontraXX. In the case of contraventions ontraXX is entitled to exclude the participant from the event without prior warning. There shall be no reimbursement or reduction of the participation fee in these cases.

12. Data protection

During the initiation, conclusion, transaction and reverse transaction of a contract with ontraXX data will be compiled, saved and processed by ontraXX in accordance with the legal terms. In taking part in the event, the participant declares his consent to these terms.

ontraXX assures that all personal data given by the participant will not be passed on to third parties, unless ontraXX is legally required to do so or the participant has given their permission in advance. The Federal Data Protection Act will be adhered to, should ontraXX engage third party services for any processes. Any personal data that the participant discloses during registration or via email (i.e. name, contact details, etc) will only be used for correspondence with the participant or for the purpose it has been made available to ontraXX.

ontraXX gives out the participant's data only to a delivery company, provided that this is necessary for the delivery of goods. For the transaction of payments, the participant's data will be passed on to the bank that deals with the transaction. Personal data that has been provided through the ontraXX website will only be stored until the purpose, for which they are needed, is fulfilled. Taking into consideration periods of retention according to the tax and commercial laws, the duration of data storage can last up to 10 years.

The participant authorises ontraXX to use their personal data for advertisements addressed to them (i.e via mail, phone and/or email,) and to be made available for other chosen companies and institutions, which will send the participant information and offers from time to time. The participant can cancel this agreement at any time by sending a short message to ontraXX or its operators.

Should the participant not agree with the storage of their personal data or should they have become irrelevant, ontraXX will arrange for the data to be deleted, rectified or blocked according to the legal terms and once asked to do so. If possible, ontraXX will arrange the same for data given to third parties. If requested, the participant can receive information about all personal data stored by ontraXX at no charge. Any questions regarding collection, process or usage of personal data for inquiries, rectification, blockage or deletion of data, please contact:

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Daimlerstraße 2
D-23617 Stockelsdorf
Tel.: 0451 / 48 93 46 41
Fax: 0451 / 30 46 04 21
mail: info@ontraXX.com

13. Concluding stipulations

The place of payment is the headquarters of ontraXX UG, 23560 Lübeck Stockelsdorf. The sole legal domicile is the headquarters of ontraXX UG, 23560 Lübeck. In case of legal dispute the place of jurisdiction shall be that of ontraXX UG, 23560 Lübeck.

Stockelsdorf, November 1st 2018