

# GENERAL TERMS AND CONDITIONS WHEELS OF THRILL

## ARTICLE 1 DEFINITIONS

In these general terms and conditions the following words shall have the following meanings:

*Wheels of Thrill*

The business 'Wheels of Thrill B.V.', established at Trancheeweg 20, 6002 ST Weert, the Netherlands, and registered in the Trades Register of the Chamber of Commerce under number 94262055.

*Event*

An event, organised and offered by Wheels of Thrill.

*Participant*

A participant in an event that is organised or offered by Wheels of Thrill.

*Team*

A team, comprising as standard two participants sharing one vehicle, which takes part in an event organised and offered by Wheels of Thrill.

*Counterparty*

The person who performs the registration for participation in an event and who therefore enters into the contract with Wheels of Thrill on behalf of the team to be formed by him/her. In all other cases the person or business that enters into a contract with Wheels of Thrill.

*Contract*

The contract whereby Wheels of Thrill undertakes in favour of counterparty to provide the service(s) or goods that it offers.

*Participation costs*

The costs proposed by Wheels of Thrill for participation with the team where the counterparty forms part of.

These general terms and conditions, further referred to hereafter as 'conditions', form the basis of every contract between Wheels of Thrill and the counterparty.

## ARTICLE 2 APPLICABILITY OF CONDITIONS

### **Article 2, clause 1**

Upon registering for participation in an event, as described in article 3 clause 1, the counterparty explicitly declares their agreement on behalf of their team to the applicability of these conditions.

### **Article 2, clause 2**

Deviations from these conditions, or deviations from specific parts of the contract, are only binding on Wheels of Thrill if it has confirmed them to the counterparty via email or in writing.

### **Article 2, clause 3**

These present articles of the conditions are all applicable, unless deviation from them occurs with express consent via email or in writing, including in the case of individual articles in which such a reservation is not stated.

**Article 2, clause 4**

These conditions are applicable to all contracts with Wheels of Thrill and they supplement every quotation or offer by Wheels of Thrill.

**Article 2, clause 5**

If any provision in these conditions and in a quotation or offer should be mutually contradictory, the condition included in the quotation or offer prevails.

**Article 2, clause 6**

The application of any general terms and conditions of the counterparty is expressly rejected by Wheels of Thrill.

**Article 2, clause 7**

If any provision of these conditions or of the underlying contract should prove in whole or in part to be void and/or invalid and/or unenforceable by virtue of any provision of the law, judicial precedent or for any other reason, this shall have no effect whatsoever on the validity of all other provisions of these conditions or the underlying contract.

**Article 2, clause 8**

If a provision of these conditions or the underlying contract should be invalid for a reason within the meaning of the previous clause, but would be valid if it were to be limited in extent or scope, then this provision shall apply automatically – first and foremost - with the most extensive limited scope with which it is capable of being valid.

**Article 2, clause 9**

Without prejudice to the provisions of the previous clause parties can, if desired, consult together in order to agree new provisions to replace the void or nullified provisions. In doing so they shall seek to reflect as far as possible the aim and scope of the void or nullified provisions.

**ARTICLE 3 CREATION OF CONTRACT****Article 3, clause 1**

Once the counterparty has indicated their wish to take part in a future event Wheels of Thrill will send them a link via email to the digital registration form. The completion in full, digital signing and submission of this form, in other words registration, has the effect of creating a contract with Wheels of Thrill. Upon entering into this contract the counterparty gives their explicit agreement to the application of these conditions.

**Article 3, clause 2**

The counterparty must be aged 18 or older at the time of registration. The counterparty is bound, either prior to or at the time of entering into the contract, to supply full information to Wheels of Thrill about the persons within the team to be formed who are of importance for the creation or performance of the contract. The counterparty is also bound to report any particulars relating to the capacity of the persons or the composition of the team that is to be formed, which may be important for the proper organisation of the event by Wheels of Thrill.

**Article 3, clause 3**

The counterparty who enters into a contract for or on behalf of the other person within the team to be formed, is also responsible for that share in the contract. The counterparty is bound prior to, or at the latest upon entering into the contract, to make known the relevant personal circumstances of the other person within the team to be formed, which may be of influence in the performance of the contract.

**Article 3, clause 4**

Registration, as described in article 3 clause 1, is possible in principle up to two (2) weeks prior to the start of the event, unless otherwise stated. Wheels of Thrill reserves the right to withdraw the possibility of registration at any time, and to reject registrations received at any time.

**Article 3, clause 5**

Changes to the registration at the request of the counterparty, with the exception of cancellation, will be implemented as far as possible. Any costs resulting from the change will be charged to the counterparty.

**Article 3, clause 6**

Upon registering, the counterparty agrees with the fact that no participants within the registered team shall organise or finance a similar event for a period of at least 2 years. The term 'similar event' means an event which replicates an event organised by Wheels of Thrill, or one of its unique elements. Any infringement of this provision by the counterparty will result in Wheels of Thrill taking legal measures.

**ARTICLE 4 PARTICIPATION COSTS****Article 4, clause 1**

The published participation costs, as stated on the website and on the digital registration form issued by Wheels of Thrill, apply per team unless otherwise stated. The participation costs for a non-standard number of persons can only be obtained by request via email to Wheels of Thrill.

**Article 4, clause 2**

These costs only include the services and facilities as stated on the website and the digital registration form issued by Wheels of Thrill, or as communicated via email by Wheels of Thrill. All other costs, including but without limitation to: fuel, insurance, fines and food and drink, which are not stated to be included, are to be borne by the team. This applies equally if these costs are not explicitly stated to be 'costs not included'.

**ARTICLE 5 PAYMENT****Article 5, clause 1**

After registration by the counterparty, as described in article 3 clause 1, Wheels of Thrill sends via email the invoice for the full participation costs, or the invoice in accordance with the quotation insofar as a different offer has been made. This invoice is payable by the counterparty by bank transfer within fourteen (14) calendar days of the invoice date, unless otherwise stated on the invoice, while stating the invoice number. The required payment details of Wheels of Thrill's bank are stated on the invoice. Payment by set-off, subject to discount, in part, and/or in deviation from the quotation and/or these conditions is not permitted, unless Wheels of Thrill has given its express consent to this via email.

**Article 5, clause 2**

If a registration is submitted within four (4) weeks of the start of the event, the corresponding invoice is payable by the counterparty by bank transfer within seven (7) calendar days of the invoice date, unless otherwise stated on the invoice, while stating the invoice number. The invoice must always be paid in full prior to the start of the event. Failure to comply with this condition will result in the immediate exclusion of the counterparty's team from participation in the event and the contract will be declared to be terminated by virtue of default, with no further notice of breach from Wheels of Thrill, on the day of commencement of the event. Wheels of Thrill is entitled to charge for the cancellation costs owed, in accordance with article 6, and any other costs resulting from the cancellation, including, but without limitation to, legal and out of court (recovery) costs.

**Article 5, clause 3**

Failure to make timely payment results in the counterparty being in default. The counterparty will be informed of this by Wheels of Thrill via email. The counterparty still has an opportunity to pay the outstanding amount within fourteen (14) calendar days. If payment remains outstanding the contract shall be declared terminated, with no further notice of breach from Wheels of Thrill, on the day of default by failure to honour the obligation. Wheels of Thrill is entitled to charge for the cancellation costs owed, in accordance with article 6, and any other costs resulting from the cancellation, including, but without limitation to, legal and out of court (recovery) costs.

**ARTICLE 6 CANCELLATION BY THE COUNTERPARTY****Article 6, clause 1**

Cancellation is to be made known to Wheels of Thrill by means of email. Upon cancellation the team is liable to pay the following amounts, determined on the basis of the date of the email giving notice of cancellation:

- a) in the case of cancellation up to 60 days prior to the start of the event:  
30 % of the total participation costs
- b) in the case of cancellation from the 60<sup>th</sup> day (inclusive) to 28 days prior to the start of the event:  
50 % of the total participation costs
- c) in the case of cancellation from the 28<sup>th</sup> day (inclusive) to 14 days prior to the start of the event:  
75 % of the total participation costs
- d) in the case of cancellation from the 14<sup>th</sup> day (inclusive) prior to the start of the event up to the start:  
100 % of the total participation costs

**Article 6, clause 2**

Wheels of Thrill is entitled to set different cancellation provisions for events, or parts of them, but only if these are stated clearly on the website and/or the registration form prior to registration, and/or are communicated by email prior to registration.

**ARTICLE 7 SUSPENSION AND TERMINATION OF THE CONTRACT****Article 7, clause 1**

Wheels of Thrill is entitled to suspend the performance of its obligations and/or to terminate the contract, if:

- a) the counterparty fails to perform their obligations either fully or in good time;
- b) after entering into the contract Wheels of Thrill becomes aware of circumstances giving it reasonable grounds for believing that the counterparty will fail to meet its obligations;
- c) after entering into the contract Wheels of Thrill becomes aware of circumstances giving it reasonable grounds for fearing that participation by the counterparty's team could jeopardise its ability to run the event as desired.

**Article 7, clause 2**

If the counterparty has requested deferral of payment of creditors or is declared bankrupt Wheels of Thrill is entitled to terminate the contract immediately.

## ARTICLE 8 CANCELLATION BY WHEELS OF THRILL

### **Article 8, clause 1**

Cancellation of the contract by Wheels of Thrill is possible in the case of grave circumstances. This shall be understood to mean circumstances that are of such a nature that Wheels of Thrill cannot reasonably be expected to continue to be bound by the contract.

### **Article 8, clause 2**

In the event of cancellation by Wheels of Thrill all participating teams will be notified by email within 48 hours. If Wheels of Thrill has already partially fulfilled its obligations, or can still perform part of its obligations, it is entitled to invoice separately for the part performed or still capable of being performed and the counterparty is bound to pay this invoice as if it were a separate contract.

## ARTICLE 9 FORCE MAJEURE

### **Article 9, clause 1**

In a case of force majeure, within the meaning of article 6:75 of the Civil Code, both Wheels of Thrill and the counterparty are entitled to terminate the part of the contract not yet performed by means of notification via email or in writing, without being liable to pay any compensation for damage to each other. Force majeure shall be explicitly understood to include circumstances, or external influences, which make the holding of the event impossible, such as, but without limitation to:

- a) natural disasters, acts of war, terrorism, political upheaval, government measures, theft, fire, business interruption, computer intrusion or hacker attack, internet and power disruption, illness and/or personal family circumstances on the part of the natural persons who organise/run the event on behalf of Wheels of Thrill;
- b) weather conditions which are of such a nature that according to official bodies (for example KNMI, ANWB) driving is unadvisable and an official warning to that effect has been issued;
- c) circumstances which make it impossible for Wheels of Thrill to hold the event safely.

### **Article 9, clause 2**

In a case of force majeure all participating teams will be notified via email within 48 hours of the circumstances being identified. If at the time of coming into effect of force majeure Wheels of Thrill has already performed part of its obligations, it is entitled to invoice separately for the part performed and the counterparty is bound to pay this invoice as if it were a separate contract.

## ARTICLE 10 LIABILITY

### **Article 10, clause 1**

- a) Counterparty's team are deemed to take part for their own account and at their own risk. Wheels of Thrill will not be held liable with regard to the participants, their heirs, guardians or those entitled under them for any personal injury and/or material damage, of whatever nature and extent, which arises during an event, regardless of the cause of the injury/damage.
- b) Counterparty's team accepts all risks which may arise during an event and agrees that these risks are their own responsibility. They must endeavour to observe every rule and standard that is set with the aim of limiting and/or preventing any such risk, as announced

by Wheels of Thrill and/or third parties who have a role in the organisation and/or running of the event.

- c) Wheels of Thrill rejects all responsibility for the failure by counterparty's team to comply with local legislation and regulations, and the costs and/or damage resulting from this.
- d) Wheels of Thrill rejects all responsibility for costs and/or damage suffered by counterparty's team due to their not being present on time at locations, regardless of cause.
- e) Wheels of Thrill rejects all responsibility for any shortcoming in the performance of the contract which is attributable to counterparty's team.
- f) Wheels of Thrill rejects all liability for economic and/or consequential damage.

#### **Article 10, clause 2**

Insofar as Wheels of Thrill may nevertheless be held liable, its liability shall be limited to the amount of the agreed participation costs, and should this limit prove ineligible, the maximum amount paid out by Wheels of Thrill's insurer to the extent that payment by the insurer actually takes place.

#### **Article 10, clause 3**

All claims against Wheels of Thrill which have not been submitted via email or in writing to Wheels of Thrill within one (1) year of their arising shall be time-barred and shall expire.

### **ARTICLE 11 EVENT-RELATED MATTERS**

#### **Article 11, clause 1**

Every team shall be expected to participate in the traffic carefully and safely. Not just for their own safety but also for that of other participants and road users. Wheels of Thrill prohibits any team from taking part in the traffic if the driver or the vehicle is not capable of doing so in a safe manner, for example but without limitation due to the influence of drugs, alcohol and/or medicines, illness and/or excessive lack of sleep. If this is identified the team shall be immediately excluded from further participation in the event until safe participation in the traffic once more becomes possible. Wheels of Thrill rejects all liability for any costs and/or damage suffered by the team, directly or indirectly resulting from missing out on (any part of) the event and/or not being present on time at locations as a result of this.

#### **Article 11, clause 2**

Every team must ensure that the vehicle with which they participate is insured to cover their legal liability to third parties in all countries where the event takes place, and for the duration of the entire event. The participant is also bound to have appropriate and adequate insurance for his or her own personal liability, personal injury/damage, damage caused to others and/or Wheels of Thrill, with exclusion of recourse against Wheels of Thrill.

#### **Article 11, clause 3**

Every team is bound to be in possession of the required valid documents for every country where the event takes place, and to keep these with them. These documents include, but are not limited to, proof of identity, vehicle registration papers and insurance papers. Every participant who is actually going to drive a vehicle must be in possession of a driving licence which is valid in the country where, and at the time when, the vehicle is being driven. The team is bound to present the above documents if requested to do so by Wheels of Thrill. Wheels of Thrill rejects all liability for costs and/or damage suffered by the team, which is directly or indirectly caused by their inability to present the documents required locally, or by the invalidity of the documents.

**Article 11, clause 4**

Every team must ensure that the vehicle with which they take part is equipped in accordance with the legal requirements of every country in which an event takes place. No participating vehicle may infringe the local legislation and regulations in any way whatsoever, including but without limitation to the exhaust noise level and dangerous constructions in and/or on the vehicle. Wheels of Thrill rejects any liability for costs and/or damage suffered by the team as a result of failure to comply with the local legislation and regulations in force.

**Article 11, clause 5**

The intentional infringement of the rules set by Wheels of Thrill, or the intentional interference with anyone else's property and/or personal wellbeing, or any other misconduct by a team during an event, shall lead to the immediate termination of the participation of the team in the event, and will result in exclusion from participation in future events. All direct or indirect damage to the property of Wheels of Thrill, and/or other participants, and/or locations which are visited in the course of the event, caused by one or more participants from counterparty's team, shall be recovered from the counterparty.

**Article 11, clause 6**

During the event visual material is collected for Wheels of Thrill of, among other things, all participating vehicles and the participants themselves, which may be published via a variety of media, and which may be used for commercial purposes in the future. If a participant objects to this, this should be made known via email or in writing to Wheels of Thrill prior to the start of the event. If a participant objects to this after the event has taken place then the participant must make this known via email or in writing to Wheels of Thrill. Wheels of Thrill will then attempt to delete any previously published visual material to the extent this is reasonably possible. Wheels of Thrill rejects any liability for any damage already suffered, of whatever form and extent, due to its use of visual material.

**Article 11, clause 7**

Wheels of Thrill is entitled to change every aspect of an event, including but without limitation to the route, hotels and other rally locations, if Wheels of Thrill deems this necessary, or is compelled to do so.

**ARTICLE 12 INTELLECTUAL PROPERTY****Article 12, clause 1**

Unless otherwise agreed all intellectual property rights arising from an event accrue to Wheels of Thrill.

**Article 12, clause 2**

The counterparty is expressly prohibited from reproducing, publishing or exploiting the products in which Wheels of Thrill's intellectual property rights are vested, or products the use of which are subject to intellectual property rights held by Wheels of Thrill. The counterparty is not permitted to supply these products to third parties without the express consent of Wheels of Thrill via email or in writing.

**Article 12, clause 3**

The visual material, as described in article 11 clause 6, may only be used by participants themselves for personal, non-commercial private purposes. Also visual material that is collected by participants themselves may only be used for personal, non-commercial private purposes. The express consent of Wheels of Thrill, via email or in writing, is required for any other use of this material.

**Article 12, clause 4**

If the counterparty infringes Wheels of Thrill's intellectual property rights, the counterparty will be held to account for all damage suffered by Wheels of Thrill.

**ARTICLE 13 CONFIDENTIALITY****Article 13, clause 1**

Wheels of Thrill is bound to keep secret all (personal) information made available to it by the counterparty, except insofar as Wheels of Thrill may be under a legal obligation to disclose information. Wheels of Thrill will only share (part of) the information supplied by the counterparty with any third parties if it has counterparty's express permission.

**Article 13, clause 2**

Wheels of Thrill uses its best endeavours to keep the information supplied by the counterparty safe and confidential. However, Wheels of Thrill is not responsible in the event of any possible loss and/or theft of (part of) this information.

**ARTICLE 14 ELECTRONIC COMMUNICATION****Article 14, clause 1**

Wheels of Thrill and the counterparty will not hold each other liable for any damage that may be suffered by either of them as a result of the use of electronic means of communication including, but without limitation to, damage resulting from non-delivery or delay in the delivery of electronic communication, interception or manipulation of electronic communication by third parties or by programming/apparatus used for the transmission, reception or processing of electronic communication, the transmission of viruses and the non-functioning or incorrect functioning of the telecommunication network or other resources necessary for electronic communication, unless the damage is caused intentionally or is due to gross negligence.

**Article 14, clause 2**

Both Wheels of Thrill and the counterparty will take all actions and refrain from all actions as may reasonably be expected of them in order to prevent the occurrence of the risks described in article 14 clause 1.

**ARTICLE 15 COMPLAINTS****Article 15, clause 1**

Any shortcoming observed in the performance of the contract is to be notified by the counterparty via email or in writing to Wheels of Thrill as quickly as possible so that a suitable solution can be found. Wheels of Thrill is bound to resolve the shortcoming within a reasonable period of time and to ensure that it does not detract from the quality of an event.

**Article 15, clause 2**

If the shortcoming is not resolved in a satisfactory manner and gives rise to a complaint the counterparty should notify Wheels of Thrill of the complaint via email or in writing as soon as possible and in any case within two (2) weeks of the end of the event.

**ARTICLE 16 APPLICABLE LAW AND JURISDICTION****Article 16, clause 1**

The legal relations between Wheels of Thrill and the counterparty are exclusively subject to Dutch law.



**Article 16, clause 2**

The competent court of Maastricht has exclusive jurisdiction to hear any disputes, in the absence of any contrary mandatory requirements.

**ARTICLE 17 GENERAL RESERVATION****Article 17, clause 1**

Obvious errors in the brochures, website, advertisements, email exchanges and other forms of communication used by Wheels of Thrill are not binding on Wheels of Thrill. Wheels of Thrill also reserves the right to make changes to prices. If the statutory VAT tariffs for the events sector are changed, the participation costs will automatically increase or reduce accordingly.

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