



GUMBALL 3000 RALLY
2012
ENTRY AGREEMENT
TERMS & CONDITIONS
WAIVER

This Agreement is made between Gumball 3000 Events Limited ("the Organiser") and

(NAME) _____

(ADDRESS) _____

TERMS AND CONDITIONS OF ENTRY

01 General Information

The 2012 Gumball 3000 rally (the “Event”) is NOT a race or a competition. You must NOT compete in any manner with other participants. You must NOT place any bets of any kind in relation to the Event. You must drive safely and with proper courtesy to all other participants and members of the public. In particular you must not drive recklessly. If you are seen driving recklessly or otherwise not in compliance with applicable law (see 5 below) by the Organiser, its employees or nominees you will be prohibited from taking any further part in the Event.

02 Entry Fee

The entry fee for the 2012 Event is **£25,000** (twenty-five thousand GB pounds) per vehicle containing two (2) people. The entry fee covers you plus one (1) team mate.

If you wish to have additional team mates in your vehicle the standard fee is **£11,000** (eleven thousand GB pounds) per additional team mate. The third (3rd) driver will have their own hotel room at every venue.

If a fourth (4th) team mate is added to the car they will share with the third team mate in one hotel room. So a car of 3 or 4 people will receive two (2) rooms at each venue.

You are responsible for paying the entry fee for your vehicle, plus any additional fees or fines which may arise and the fees for any additional team mates in your vehicle or for your support vehicle.

03 Support Vehicles

Mechanics

If you want to have a support vehicle containing your Mechanics accompany you on the Event (in addition to the vehicle in which you are participating in the Event) a fee of **£8,000** (eight thousand GB pounds) is payable per support vehicle, this fee covers two (2) persons in the support vehicle.

This fee will allow the support personnel to take part in the Rally, and attend daily checkpoints but will NOT entitle the support crew to accommodation, no Event merchandise allocation, No access to any VIP services and/or facilities. It will NOT include hospitality. No entry will be allowed to the Indy 500 Gumball VIP area. For any further additional passengers working as Support Crew, the cost is **£2,000** (two thousand GB pounds) per person. The Organiser will require the support team vehicles to be stickered with the appropriate support team branding which will be provided on Staff Registration Day.

Sponsor Crews / Film Crews / Personal Security

If you want to have a support vehicle containing your Sponsor Staff/Film Crews/Personal Security, accompany you on the Event (in addition to the vehicle in which you are participating in the Event) a fee of **£15,000** (fifteen thousand GB pounds) is payable per support vehicle, this fee covers four (4) persons in the support vehicle.

This fee will allow the support personnel to take part in the Rally and have access to all lunch checkpoints, dinners, parties on the Event for filming and to be given an allocation of special Crew Merchandise but will NOT entitle the support crew to accommodation, or to any VIP services and/or facilities. For any further additional passengers working as Support Crew, the cost is **£3,000** (three thousand GB pounds) per person. The Organiser will require the support team vehicles to be stickered with the appropriate support team branding which will be provided on Staff Registration Day.

The entry fee for your vehicle and any additional fees for additional team mates and/or drivers or for your support vehicle are due and payable within dates specified by Gumball3000 Events Limited. Failure to pay the

full entry fee by the specified date will lead to either (at the Organiser's sole discretion) you being refused access to and participation in the Event and to you forfeiting such amounts of the entry fee that you have paid, or to you being liable to a late payment fee of **£2,000** (two thousand GB pounds) in addition to the entry fee.

04 Age

You must be 21 or above on 30th April 2012 in order to participate in the Event.

05 Hotel Rooms

ONE hotel room per vehicle (2 people = Primary Driver & Co-Driver SHARING) is booked for you at each venue on the route. This is one room with either one double bed/or two twin beds.

If you wish to purchase a second room at any hotel, so you are not sharing you must purchase the room directly from the venue and make a private booking. A list of hotels will be provided to you after October 2011.

06 Compliance

You must comply with all applicable laws and regulations of the Country and States in which you are travelling, including all speed regulations, laws of the road, laws relating to the safety of your vehicle and laws relating to the possession or use of alcohol, drugs or other prohibited substances. If you breach any applicable laws, the Organiser reserves the right to prohibit you from participating further in the Event. You must participate in the Event in the vehicle you stated you would when completing the entry form. You will only be able to participate in another vehicle subject to the Organisers consent (which it is entitled to hold in its absolute discretion) and subject to the payment of an administration charge of £2,000 (two thousand GB pounds). If the Organiser does not consent to you participating in a vehicle other than the one stated in the entry form, you shall be refused access to further participating in the Event (and you shall not be entitled to a refund of your entry fee). The person(s) entering the Event must participate in the Event. If for whatever reason you are unable to participate, your entry place is not transferable in any circumstances whatsoever.

07 Responsibility

The Organiser accepts no responsibility or liability for the consequences of you being refused passage and/or entry/exit to or from any State/Country visited en route. Any additional costs incurred are your own responsibility and the organiser reserves the right to recover any fees incurred arising out of your actions. You will need to have valid and proper insurance for your vehicle covering the Country/States that the Event is travelling through. You must also provide vehicle registration plates for both the front and rear of your vehicle. Failure to do so may prevent access to the Country/State depending on your nationality. It is your responsibility to ensure that you and your vehicle are compliant with locally applicable laws along the route (including limit weight, width, lighting and visibility). All drivers must carry their full driving licence (in the case of UK drivers, this must include both paper and card parts), vehicle registration documents relevant to the country of registration, proof of vehicle tax and insurance and any necessary certificates and/or consents for use of the vehicle on public roads within the country of registration (where relevant). All information that the Organiser requests from you in relation to your own personal details and those of your vehicle must be accurate and complete in all material respects and by signing this document you agree that it is in its entirety.

08 Conduct

You must conduct yourself appropriately at all times and abide by all the rules of the hotels and other venues used during the Event. When 'checking-in' to all hotels a credit card must be provided as a security guarantee against any and all 'hotel extras' and any damage to the hotel property. Any such costs incurred must be paid for by you before 'checking-out' or such costs will be debited from your credit card automatically.

09 Personal Acquisitions

The entry fee into the Event does NOT include personal acquisitions, petrol (gas), telephone bills or other expenses and disbursements incurred while staying in any of the hotels (including courier/postal charges relating to sending left luggage with you), fines of any sort, or damage caused at any venue visited, which you will be responsible for paying to the Organiser in addition to the entry fee within thirty (30) days of receipt of an invoice from the Organiser. All participants are responsible for their own shipping to New York and from Los Angeles on completion of the Event.

10 Intoxicating Substances

You must NOT consume alcohol while driving. You must NOT drive under the influence of alcohol or any other intoxicating substance at any time. You must NOT consume any illegal or intoxicating substances at any time during the Event. If the Organiser finds you under the influence of alcohol while driving or attempting to drive or under the influence of any illegal or intoxicating substances the Organiser reserves the right to prohibit you from participating further in the Event. There will be routine breathalyser checks on participants each morning.

11 Safety

You must NOT drive if your ability to do so safely and properly is in any way compromised by illness, lack of adequate rest, or any other condition.

12 Indemnify

You agree to indemnify 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 participation in the event, including without limitation, your violation of any laws or regulations or your breach of these Terms and Conditions.

13 Licence & Passport

You must hold a current, valid and unrestricted driver's licence and a current and valid passport together with the relevant visa(s) for the United States of America, in which we travel through during the Event. It is your responsibility to ensure you are in possession of the correct visa you may require for the Event. We recommend that you make enquiries at your local Embassy to obtain any visas required for your citizenship.

14 Insurance

You must obtain and maintain appropriate insurance to cover your participation in the Event and shall provide proof of such insurance on Registration Day (Thursday 24th May 2012 in New York) in a form satisfactory to the Organiser. Appropriate insurance includes, without limitation, third party motor liability insurance, medical insurance and personal liability insurance, in all cases disclosing to the insurers that you are participating in the Event. You are required to take out the compulsory third party insurance cover arranged by the Organiser's

approved Insurance Broker which will cover you for all the United States of America, visited during the Event. You may choose to take out an optional top up policy for accidental damage, fire, and transit for the whole Event that will be based on the value of your vehicle and that will be individually underwritten based on your age and experience.

15 Force Majeure

The Organiser, its directors, employees, sponsors, advisors and consultants are not responsible if they cannot fulfil their obligations resulting from this contract (including without limit the holding of the Event or any part of it) in cases of fire, earthquake, epidemic diseases announced by WHO, cyclone, flood, aridity, strike, lightning, war in the country, revolution, civil war, terrorist activities and similar troubles, blockade, embargo, confiscation and expropriation, and in other cases defined as Force Majeure by any applicable laws and regulations. The Organiser cannot be held responsible if it is not possible for it to fulfil any one of its obligations or if a delay occurs in fulfilling its obligations due to any reason or situation beyond its will power and control, including but not limited incidents arising from the operations of law enforcement in any territory, the general instructions of any relevant official institution, provisions of law, regulation and statute, instructions given by authorised officials, extraordinary situations, and other force majeure events. For the avoidance of doubt, if the Organiser acting reasonably decides to call off the Event either before the Event or during the Event due to an incident (such as for example, a death or serious injury in connection with the Event, or an event that otherwise naturally detracts from the Event), such event will be considered to be a force majeure event in accordance with this Clause and the Organiser will have no liability, in particular and without limitation, to refund the entry fee or any part of it to any participant.

16 Logo

You agree to have the “Gumball 3000 logo” and official Event sponsors’ stickers attached to your vehicle (and any support vehicle if the Organiser so requires) during the entire Event. You are not entitled to deface, cover-up or otherwise obscure such stickers and shall endeavour to keep them clean and visible at all times. Stickers are non-permanent and easily removable without damaging vehicle finishes. The Organiser will therefore not be responsible for claims for damage to vehicle finishes as a result of the application or removal of such stickers.

17 Personal Sponsorship

Personal sponsorship for your vehicle, your support vehicle or your clothing is only permitted if you obtain the Organiser’s prior written consent. Subject to obtaining the Organiser’s prior written consent as to the identity of your personal sponsor(s) (up to a maximum of 2 personal sponsors), you will be entitled to place your own sponsor’s/sponsors’ names, marks and/or logos in 2 designated positions only on both your vehicle, your support vehicle and/or your clothing provided that your sponsor/sponsors does not/do not compete or conflict with the Event’s official sponsors.

The Organiser shall be entitled to determine the size and location of your sponsor’s/sponsors’ names, marks and/or logos on your vehicle, support vehicle and/or clothing. If you wish to place your own sponsor’s/sponsors’ names, marks and/or logos on your vehicle, support vehicle and/or your clothing, you should submit a written request (to the Organiser) for permission to do so at least 90 days prior to the commencement of the Event together with the required vector EPS format logo as set out below. The Organiser reserves the right to refuse unauthorized sponsored vehicles or individuals entry to the Event. Logos must be supplied in vector EPS format to the Events official sticker supplier for manufacture. Stickers manufactured elsewhere will not be accepted. The Organiser is not responsible for any claims arising out of any failure to display personal sponsor information on a participant’s vehicle. Please pass all personal sponsor details to Entrants Manager, Lucinda Cooper (lcooper@gumball3000.com) upon rally entry & obtain details of where you may have your personal logos applied and manufactured after they have been approved by Gumball 3000 Events Ltd.

18 Unauthorised Sponsorship

If you arrive at or attempt to participate in the Event with your vehicle, support vehicle and/or clothing displaying the branding of a sponsor that has not been authorised by the Organiser, you will be required to remove such branding from your vehicle, support vehicle and/or clothing, failing which you shall be refused access to and participation in the Event (and you shall not be entitled to a refund of your entry fee). All unapproved branding must be removed immediately.

19 Refunds

Once the Entry Fee has been paid there are NO Refunds under any circumstances. Deposits will not be refunded under any circumstances.

Should you have to withdraw from the event for personal reasons you must inform Gumball 3000 Events Ltd immediately. Your place on the rally is non-transferrable.

20 Copying the Event

By signing below you are agreeing that you will not organise, invest in or fund a rally or similar event which attempts to replicate this Event or any of its unique features, activities and components or which seeks to benefit in any way from the Organiser's branding or goodwill. Doing so will result in legal action by the Organiser.

21 Violation of Terms

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.

22 Refusal

The Organiser reserves the right to refuse your entry or participation prior to and during the Event at any time and for any reason whatsoever (without being obliged to disclose the reason). In case of the cancellation of the Event or the refusal to allow you to participate further, no refund of the entry fee will be made.

23 Image Rights

By participating in the Event you consent to be photographed and to be included in the filming of footage documenting the Event. You hereby waive any and all rights of publicity or privacy and grant the Organiser and Gumball 3000 Films Limited full and complete permission to utilise and exploit your appearance in the Event in any and all manner and media throughout the world in perpetuity. You further agree that the Organiser and Gumball 3000 Films Limited have the sole discretion to use or refuse to use any photographs or footage in which you appear, and that if the Organiser or Gumball 3000 Films Limited does use such photographs or footage, it may be edited at the Organiser's or Gumball 3000 Films Limited's sole discretion. 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. You expressly release the Organiser and Gumball 3000 Films Limited, 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.

24 Personal Filming

You are entitled to take photographs and film footage of your participation in the Event for non-commercial purposes only (that is for personal and private use only). You are not entitled to reproduce or use photographs or footage of the Event on any website for a commercial purpose, in any printed media or matter or in any television programme without first obtaining the prior written consent of the Organiser. In all circumstances (both commercial and non-commercial) you agree not to photograph, record, reproduce, publicise digitally or in printed media any road traffic accidents which may occur during the Event. You hereby agree to assign (by way of present assignment of future copyright) all right, title and interest in the worldwide copyright and all intellectual property rights in such photographs or footage in perpetuity together with exclusive worldwide rights of exploitation thereof to Gumball 3000 Films Limited. You agree to expressly state on all printed and digital publications of photographic materials captured by you (or any camera-men or film crew under your control) during the Event are the copyrighted property of Gumball 3000 Films Limited. At the Organiser's request, you shall deliver to Gumball 3000 Films Limited within 30 days, at your own cost, a tape in DigiBeta (PAL) or in DV (PAL) format of all the footage originated by you at the Event and copies of all photographs taken at the Event.

25 Gumball 3000 Logo

You shall not be entitled to use the "Gumball 3000 logo" for any purpose whatsoever (other than placing the sticker of it on your vehicle) without obtaining the prior written consent of the Organiser. In particular, you shall not be entitled to use the "Gumball 3000 logo" on any website or in printed materials without obtaining the Organiser's prior written consent.

26 Media Appearances

You shall not be entitled to arrange or conduct any media appearances or make statements to the press relating to your participation in the Event without obtaining the prior written consent of the Organiser. In the event that any press statements or media appearances are issued or required in any way in connection with your participation in the Event, you will co-operate fully with the Organiser in such activities.

27 Change of Terms

The Organiser reserves the right to change these terms and conditions 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.

28 English Law

English law governs these terms and conditions, and you hereby submit to the non-exclusive jurisdiction of the Courts of the England and Wales in relation to any disputes arising from the terms of this Agreement.

29 Entire Agreement

These Terms and Conditions of Entry, the Waiver and the Entry Requirements Form constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement reached between the parties whether in oral or written form.

30 Confidentiality

You agree to keep confidential, and not disclose to any third party, details of any incidents that occur during the Event including, without limitation any and all details of any road traffic accidents that may occur during the Event.

WAIVER - RELEASE AND WAIVER OF LIABILITY

01 Risks Associated with Participation

I acknowledge and realize that participation in an event such as the 2012 Gumball 3000 rally (the “Event”) is potentially dangerous and that there are numerous risks associated with my participation. Such risks and dangers include, but are not limited to, traffic accidents, collisions with pedestrians, vehicles, other drivers, and/or fixed or moving objects, and the negligence of other drivers. Further, I fully understand and realize that my participation in the Event may result in serious bodily injury and/or death to myself, or others. I further realize and understand that the route of the Event will require driving on public roadways upon which the hazards of travelling are to be expected. Further, I realize that participation in the Event will require strenuous physical exertion as participants will be required to drive for very long periods of time over several days, including the risk of driving through inclement weather.

02 Assumption of the Risks

With full knowledge and understanding of the risks associated with my participation in the Event, I enter the Event voluntarily and fully accept and assume every such risk for loss, damage, or injury (including death).

03 Compliance with Terms and Conditions

I agree to comply with all the Event’s terms and conditions of entry. I acknowledge and understand that the Organiser of the Event will use reasonable efforts to ensure that all other participants abide by the terms and conditions of entry, but cannot guarantee that the participants will abide by these terms and conditions.

04 Release of Liability

In consideration for being permitted to participate in the Event, I hereby waive, release, and forever discharge, for myself, my heirs, executors, administrators and legal representatives, any and all rights and/or claims which I have, may have, or may hereafter accrue to me against the Organiser, its officers, directors, employees, consultants, agents and event sponsors for any and all damages, injuries (including death), and/or claims which may be sustained by me or my vehicle directly or indirectly arising out of my participation in the Event (including the application of emergency or medical services at the Event) even if the damages, injuries (including death), and/or claims are caused by the negligence of those persons listed above or otherwise (including out of the transportation of my vehicle by air arranged by the Organiser) save that nothing in these Terms and Conditions shall be construed as excluding or limiting the Organiser’s liability for personal injury or death arising from its negligence or the negligence of persons under its control. Further, I covenant not to sue the Organiser, its officers, directors, employees, consultants, agents and Event sponsors for any and all damages, injuries (including death), and/or claims which may be sustained by me directly or indirectly arising out of my participation in the Event. This release and discharge includes, but is not limited to, claims for personal injury, death, property damage, economic loss, breach of contract, lost wages, contribution indemnity, indemnity, punitive damages, negligence,

or any other legally recognisable claim arising out of my participation in the Event (including all legal costs associated with such claims).

05 Indemnity

I hereby agree to release, defend, indemnify, and hold harmless the Organiser, its officers, directors, employees, consultants, agents, Event sponsors and licensees and assigns from and against any and all claims, demands, damages, suits, liabilities or actions arising directly or indirectly out of my actions or otherwise from my participation in the Event whether made or claimed during or after the Event, including all associated costs and expenses and any amounts which the Organiser may pay as a settlement or compromise of any such claims or liabilities. I have read this waiver, fully understand its terms, and understand that I have given up substantial rights by signing it. I have done so freely and without inducement, coercion, or duress. I intend this waiver to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that, if any portion of this waiver is held to be invalid, the balance of the waiver shall continue in full force and effect. Please note that by completing the entry form and accepting these terms and conditions you are concluding a legally binding agreement with us to participate in the Event on these terms and conditions.

By signing below, you accept and acknowledge that:

(i) you have read and fully understood the terms and conditions contained within this Agreement;

(ii) you agree to abide by the terms and conditions contained within this Agreement;

(iii) you have read, fully understood and accept the terms of the Waiver;

(iv) you acknowledge and accept that you have had the opportunity to take independent legal advice prior to signing this Agreement.

SIGNATURE:.....

NAME:.....

DATE:.....