

Participation Conditions

StreetGasm Grand Tour

StreetGasm B.V. · Chamber of Commerce 59591803 · www.streetgasm.com

Note: this is an English translation of the Dutch participation conditions of StreetGasm B.V., provided for convenience. In the event of any discrepancy between the Dutch and English texts, the Dutch text prevails.

About StreetGasm

StreetGasm is at its core a club of entrepreneurs who come together through a shared passion for supercars. Within the club, the network and the enrichment of that network are central. Being an entrepreneur is not a condition: participation is possible as an entrepreneur, on behalf of a company or as a private individual.

This introduction describes the character of the club. The rights and obligations of the parties follow exclusively from the articles below.

These conditions apply exclusively to the StreetGasm Grand Tour. Please read them carefully before you register. Two points deserve particular attention:

1. **From the moment you register, you owe the full participation fee (Article 4).**
 2. **Deposits and payments for the Grand Tour are not refunded. If you cancel, any right to a refund lapses (Article 5).**
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Article 1: Definitions

StreetGasm: StreetGasm B.V., established at Reactorweg 291, 3542 AD Utrecht, the Netherlands, Chamber of Commerce number 59591803.

Grand Tour: The multi day rally organised by StreetGasm in which participants drive a route set out by StreetGasm using their own vehicle, including the accompanying programme, accommodation and activities as described on the event page.

Participant: The natural person or legal entity that registers for the Grand Tour, as well as any co driver or guest registered by that person.

Participation fee: The total amount payable for taking part in the Grand Tour, as stated on the event page or in the registration confirmation.

Conditions: These participation conditions for the StreetGasm Grand Tour.

Article 2: Applicability

1. These conditions apply to every registration for and participation in the Grand Tour.
2. The general terms and conditions of StreetGasm apply in addition. Where a provision of these conditions deviates from the general terms and conditions, the provision of these conditions prevails.
3. By registering, the participant declares that he has read and accepts these conditions, also on behalf of his co driver and any guests.

Article 3: Participation and admission

1. Participation is open to persons aged 18 or over who hold a valid driving licence.

2. The participant's vehicle must meet the standards of StreetGasm. StreetGasm decides whether a vehicle is suitable for the Grand Tour.
3. The number of places is limited. Registrations are handled in order of receipt.
4. StreetGasm may refuse a registration without stating reasons. In that case any amounts already paid will be refunded in full.

Article 4: Registration and payment obligation

1. By registering for the Grand Tour, the participant enters into a binding and unconditional obligation to pay the full participation fee.
2. This payment obligation arises at the moment of registration. It does not depend on receipt of an invoice, on the final route or programme, or on whether the participant actually takes part in the Grand Tour.
3. After registering, the participant receives a confirmation and an invoice. The payment terms are stated on the event page or in the registration confirmation and normally consist of a deposit followed by one or more balance payments.
4. If the participant does not pay on time, he is in default by operation of law. StreetGasm may then suspend or terminate the participation and deny the participant access to the Grand Tour. The full participation fee remains payable in that case and no refund will be given.
5. All costs of collection, both judicial and extrajudicial, are for the account of the participant.

Article 5: Cancellation by the participant

1. Cancellation must be notified in writing to info@streetgasm.com.
2. If the participant cancels, any right to a refund of amounts already paid lapses, regardless of when and for what reason the cancellation is made. The full participation fee remains payable, including any part of it that had not yet been paid at the time of cancellation.
3. The same applies if the participant does not appear, joins later, leaves earlier or for any reason does not make use of one or more parts of the programme. No refund or set off will be given for parts not used.
4. The circumstances referred to in paragraph 2 include illness, injury, incapacity for work, work commitments, a vehicle that is defective, damaged or not delivered in time, failure to obtain valid travel documents, and other circumstances in the personal sphere of the participant.
5. Well before the start of the Grand Tour, StreetGasm enters into commitments with hotels, circuits, venues and other suppliers. These costs are incurred regardless of how many participants ultimately take part and cannot be reversed. For that reason the participation fee is non refundable.
6. StreetGasm strongly advises the participant to take out cancellation insurance and to check whether it also covers failure of the vehicle. StreetGasm is not liable for the financial consequences of a cancellation.

Article 6: Transfer of participation

1. The participant may transfer his place to another participant, provided that StreetGasm has given its prior written consent and the replacement meets the conditions for participation.
2. The original participant remains liable alongside the replacement for payment of the full participation fee until it has been paid in full.
3. Costs arising from the transfer, including amendment charges of hotels or other suppliers, are for the account of the participant.

Article 7: Amendment or cancellation by StreetGasm

1. StreetGasm may amend the route, the programme, the accommodation and the elements of the Grand Tour where circumstances so require, for example in the event of roadworks, weather conditions, safety risks or

the failure of a supplier. StreetGasm will aim to offer an equivalent alternative. An amendment does not give rise to any right to a refund or to compensation.

2. StreetGasm may cancel or reschedule the Grand Tour in the event of insufficient participation, force majeure or other organisational circumstances.
3. If StreetGasm cancels other than due to force majeure, amounts already paid will be refunded, with the exception of costs already incurred with third parties that demonstrably can no longer be recovered.
4. In the event of cancellation due to force majeure, amounts already paid will be refunded after deduction of the demonstrably incurred and no longer recoverable costs of third parties. Force majeure includes in any event: extreme weather conditions, natural disasters, war, threat of terrorism, pandemics, government measures, closed borders, strikes and similar circumstances beyond the control of StreetGasm.
5. StreetGasm is not liable for costs incurred by the participant himself in connection with the Grand Tour, such as flights, transport of the vehicle, insurance or days of leave.

Article 8: Vehicle, driving licence and insurance

1. Throughout the Grand Tour the participant holds a valid driving licence, a valid vehicle registration and valid third party liability insurance for the vehicle.
2. The participant is responsible for ensuring that his insurance provides cover in all countries through which the Grand Tour passes. StreetGasm also advises taking out fully comprehensive insurance, breakdown assistance and travel insurance.
3. The participant is responsible for the technical condition of his vehicle, for the validity of his travel documents and for meeting the requirements of the countries crossed, such as toll vignettes, emission stickers and mandatory equipment.
4. Failure of the vehicle before or during the Grand Tour is at the participant's risk and does not give rise to any right to a refund.

Article 9: Conduct during the Grand Tour

1. The Grand Tour is not a race and not a speed trial. There is no timing and no classification. Participants drive on public roads and comply fully with the applicable traffic rules and speed limits.
2. The participant follows the instructions of StreetGasm and of the accompanying crew.
3. Taking part while under the influence of alcohol, drugs or other substances that affect the ability to drive is prohibited.
4. The participant behaves respectfully towards fellow participants, crew, staff of accommodation providers and the local population, and refrains from conduct that harms the reputation of StreetGasm or of the group.
5. Advertising and brand expressions of companies, products or services on the vehicle are not permitted, unless StreetGasm has given prior written consent. The participant removes or covers such expressions on first request.
6. In the event of a breach of this article, StreetGasm may deny the participant further participation with immediate effect. In that case the participant has no right to a refund and remains liable for the full participation fee. The costs of the return journey and of any damage are for the account of the participant.

Article 10: Own risk and liability

1. Participation in the Grand Tour is entirely at the participant's own risk.
2. The participant is and remains at all times responsible for his own driving, for the way in which he operates his vehicle and for the consequences thereof, including when following a route set out by StreetGasm.

3. StreetGasm is not liable for damage to or theft of vehicles, luggage or other property, for personal injury, for fines and traffic offences, nor for damage caused by fellow participants or by third parties such as hotels, restaurants and circuits.
4. StreetGasm is liable solely for direct damage that is the direct result of intent or gross negligence on its part. Liability for indirect and consequential damage is excluded.
5. The liability of StreetGasm is in all cases limited to the amount paid out by its liability insurer and, if the insurer does not pay out, to no more than the participation fee paid by the participant.
6. The participant indemnifies StreetGasm against claims by third parties connected with his participation, including claims by his co driver and guests.

Article 11: Tax treatment

1. The participant is solely responsible for the way in which he treats the costs of the Grand Tour for tax purposes, including the question of whether these costs may be booked as business expenses in whole or in part and whether any VAT is eligible for deduction.
2. StreetGasm issues only an invoice and does not provide any tax or accounting advice. Statements by StreetGasm or its employees on this subject are not binding.
3. The participant must consult his own tax adviser or accountant on this matter in advance.
4. Amending, splitting or reissuing an invoice already sent in the name of another party is not possible, except in the case of manifest errors by StreetGasm.

Article 12: Photographic material and personal data

1. StreetGasm takes photographs and videos during the Grand Tour and may use this material for promotional and editorial purposes, including the website, social media and club publications.
2. By taking part, the participant grants permission for this, unless he objects in writing before the start.
3. StreetGasm processes personal data in accordance with the General Data Protection Regulation. See the privacy statement at www.streetgasm.com.

Article 13: Complaints, applicable law and disputes

1. Complaints should be reported to the StreetGasm crew on site as soon as possible, so that StreetGasm has the opportunity to find a solution, and confirmed in writing to info@streetgasm.com no later than 14 days after the end of the Grand Tour.
2. These conditions and participation in the Grand Tour are governed exclusively by Dutch law. During the Grand Tour the traffic rules and other legislation of the countries through which the Grand Tour passes also apply.
3. Disputes shall be submitted to the competent court in the district of Midden Nederland, without prejudice to the right of a consumer to bring the dispute before the court of his place of residence.
4. If any provision of these conditions is null and void or voidable, the remaining provisions shall remain in force and the provision concerned shall be replaced by a valid provision that approximates its purpose as closely as possible.