

GTC TEST AND ADJUSTMENT DRIVES V1 10.03.2023

Scope:

These GTCs apply to all legal relationships between the competitor/team as well as driver and/or vehicle owner and the organizer, promoter, series organizer of the NLS, VLN Sport GmbH & Co. KG (hereinafter "VLN Sport"), the VLN VV GmbH & Co. KG (hereinafter "VLN VV"), their managing directors, bodies, agents, employees and members. These GTCs apply in particular to the entry and participation in an event/race of the Nürburgring Endurance Series (hereinafter "NLS") or its supporting program, at the Nürburgring, which are organized by the organizer VLN VV and the organizer VLN Sport

1. scope of application:

Registration as well as participation in the test and setting runs conducted by VLN VV GmbH & Co. KG (hereinafter referred to as VLN) on the Friday before the races (hereinafter referred to as P&E) shall be subject to the following conditions. These conditions apply in addition to the respective event announcement.

2. purpose of the event:

The P&E is not intended to achieve the maximum speed of each racing vehicle, but only to improve the driving safety, driving discipline and accident prevention of the participants. Racing, even with other competitors, during the events is prohibited

3. registration

By submitting his registration, the competitor/vehicle owner acknowledges the validity of the following terms and conditions. The contract is concluded by written confirmation by VLN. The current prices at the time of registration apply according to the VLN price list (-> see announcement, page 1). Modifying or supplementary agreements to the services described require an express written agreement with VLN. Track damages with the exception of crash barrier damages are not included in the entry fee, the participant is fully liable. In the event of an accident / crash barrier contact, this must be reported immediately in the Racecontrol!

4. participants:

Persons who have reached the age of 18 and are in hold of a driver's license are allowed to participate. This must be presented in the original at the document check. Demonstrable, extensive knowledge of the Nürburgring Nordschleife, which can be proven either from motorsport experience or from professional involvement, is required (e.g. several years as an instructor, holder Permit DPN B, etc.). The VLN reserves the right to demand the aforementioned proof at the document inspection. For co-pilot rides, the driver must be in possession of a DMSB Nordschleife Permit! All competitors, including any passengers, must wear the prescribed safety clothing with helmet. These must correspond to the general safety regulations in motor sport. With the submission of the entry the driver acknowledges to know the International Motorsport Regulations. The competitors commit themselves to follow the instructions of the organizer, his assistants or other helpers at any time. They further agree to visibly wear the wristband issued by the organizer during the entire duration of the event and to present it at the pit exit. (Driver = left arm; co-driver = right arm).

5. passengers:

Passengers in the form of guests and/or instructors are allowed at all events (see announcement; page 1). These must fill out the liability waiver co-driver/instructors and register personally with an identification document in the document acceptance. They will then receive a wristband, which must be attached to the right wrist and presented at the pit exit.

6. vehicles:

All touring cars, GT, hybrid and electric vehicles, except open vehicles (convertibles), which comply with the general and current safety regulations in motor sports and which comply with the maximum sound level values according to the noise protection regulations of Nürburgring 1927 GmbH & Co. KG (NG 27). The respective valid noise protection regulations are available for inspection in the document acceptance office. In addition, the vehicles must be equipped with a rollover device! Racing tires (slicks) are allowed. Vehicles with alternative fuels must be registered at least 14 days before the event.

7. noise limit / transponder:

If the maximum sound limit is reached, the vehicle owner will be warned via the LED display panel at the Döttinger Höhe. The driver must then immediately approach the pit and is given the opportunity to correct the volume of the vehicle once. After release of the ride leader, the vehicle may resume the event. If the vehicle continues to drive despite the warning and/or exceeds the limit again, the driver will be disqualified from the event. A refund of the entry fee will not be made, not even proportionally.

8. start numbers:

The start numbers will be handed out at the document inspection and must be attached to both doors of the vehicle. Further regulations can be found in the respective event announcement.

9. Limitation of liability:

a) VLN is liable for its obligations under the contract. This liability is limited to deficiencies in performance that are attributable to intent or gross negligence on the part of VLN, except in the area of typical performance. This limitation does not apply to damages resulting from injury

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to life, body or health, which are due to an intentional or negligent breach of duty - also of a legal representative or a vicarious agent of the group of persons liable. In all other respects, the customer is obligated to notify VLN in a timely manner of the possibility of the occurrence of extraordinary damage.

b) Third-party services of other companies expressly described in the offer as being arranged on behalf of third parties are not subject to the liability of VLN. In the case of such mediation, liability for mediation errors is excluded, unless there is intent or gross negligence.

This waiver of liability also applies in favor of Nürburgring 1927 GmbH & Co.KG as the lessee of the land, the structural facilities and equipment, as well as the operator of the race track, as well as their vicarious agents, the organizer VLN VV GmbH & Co.KG, their vicarious agents, volunteers and other vicarious agents who contribute to the implementation of the event, as well as VLN Sport GmbH & Co.KG.

The organizer is entitled to control the fulfillment of all details and regulations of the entry and the waiver himself or by third parties. In case of violation of the participation regulations, there is the threat of exclusion from the event without refund of the entry fee, in particular if an unauthorized passenger is carried or noise protection regulations are violated.

9. photo recordings:

Any photographs or video recordings made by the competitor may be published by the VLN. By signing the entry form, the competitor declares his consent to this.

10. terms of payment:

After submission of the entry, a payment in the amount of 100% of the corresponding entry fee is due immediately. After setting a reasonable deadline, VLN is entitled to definitively refuse performance as well as to claim damages for non-performance from the competitor/vehicle owner if the latter is in default of payment.

11. cancellation / rebooking

The cancellation fees are:

- Up to 14 days before the start of the event: 10 % of the order total
- Up to 7 days before the start of the event: 50 % of the order total
- From 6 days before the start of the event: 100 % of the order amount.

Cancellation must be made in written form to be effective. The above mentioned deadlines refer to the receipt of the cancellation notice by VLN. VLN is entitled to offset the cancellation fee against fees already paid. Excess amounts will be refunded. A rebooking of a vehicle, change of a driver or any other adjustment of the already submitted entry is free of charge.

The above provisions apply accordingly if VLN refuses to fulfill the participation contract due to lack of payment by the competitor/vehicle owner, after setting a reasonable deadline, and demands compensation for damages. The competitor/vehicle owner reserves the right to prove a lower damage or the non-existence of a damage. Payments are to be made free of bank charges and without deduction.

12. discontinuation, change or cancellation of an event:

VLN reserves the right to postpone or completely cancel the event in advance for important reasons. In such cases, the entry fee will be refunded unless the participant takes part in another, comparable VLN event. In this case, VLN will retain the entry fee and rebook the registration to a different date. VLN may change the P&E at short notice for important reasons. In such a case, the competitor/vehicle owner has no right to a refund of the entry fee. Further claims of the competitor/vehicle owner as well as third parties are excluded.

13 Registration by third parties

Insofar as the registration is not made by the competitor himself, the client is responsible for ensuring that the competitor is fully informed of these GTC. Any breaches of duty by the competitor/vehicle owner that lead to his exclusion from further participation shall be attributed to the client.

14. further information

The data transmitted by the customer or competitor/vehicle owner will be stored and processed in the VLN computer system. The invalidity of individual provisions of the participation contract does not result in the invalidity of the entire participation contract. With the appearance of new terms and conditions and new price lists, all previously published lose their validity. Place of jurisdiction is Koblenz. German law is exclusively applicable.