

# TERMS AND CONDITIONS

All bookings and participation to, either a Driving Experience or a Test day or a Passenger Lap or any on-track activities, are subject to the 2023 Driving Events Terms and Conditions issued by Winfield Racing School. The following terms and conditions ("**Terms and Conditions**") will apply without exception to every Participant ("**Participant**") taking part in a on-track activity ("**Event**"), whether as an individual or as part of a group booking, whether as an invitation or as a purchase. The Booking Form (in case of purchase), these Terms and Conditions and the mandatory "Release/Waiver and Assumption of risk Form", represent the entire agreement between Winfield Racing School ("**WRS**") and the Company ("**Company**") that has made the booking (if appropriate) and each Participant with respect to the Event. The Company asking a group booking must ensure that all relevant provisions which apply to its Participants (and accompanying guests) are communicated to them beforehand and that each Participant (and accompanying guest) is eligible to participate.

The Company will be responsible towards WRS and the Circuit Manager and agree to indemnify and hold harmless any or all of them if any Participant has provided false information, wrongly filled in any document, and/or didn't read carefully the various documents. WRS may appoint third parties to assist with the organization, logistics and running of all on-track activities during the day. Such third parties shall act as representatives of WRS and shall have authority, on behalf of WRS, to make all necessary decisions in operating and managing any and all aspects of the Event.

By signing and returning the Booking Form or by accepting the invitation, the Company and/or each Participant are agreeing to be bound by the entire agreement as defined above. Upon receipt of the Booking Form (or similar agreement by email) or the acceptance to the invitation, WRS will confirm the booking and will issue an invoice for the amounts owed (if the case may be). Places will only be secured and confirmed on receipt of full payment and all documents received and signed. For payment details and cancellation charges, please see paragraphs 4 and 12 of the below Terms and Conditions.

## 1 PARTICIPATION

- 1.1 In order to participate to the Event, each participant must ensure that :
- he meets all of the Eligibility criteria (see paragraph 2);
  - he/she has completed his/her registration to the Event in due time by returning completed and signed the requested documentation;
  - he has expressly consent to his/her personal information being collected by and/or shared with WRS for the purposes of processing participation.
  - full payment has been received by WRS (as the case may be, see paragraph 4).
- 1.2 Participation in some or all of the on-track activities will be refused to Participants who have failed to the requirement set in paragraph 1.1. No refund or compensation will be paid.

## 2 ELIGIBILITY

- 2.1 In order to be eligible to participate to the Event, each Participant:
- must speak and understand English or French fluently;
  - must hold a full current and valid driving licence and/or racing licence (see paragraph 2.2);
  - must be between 1.50 metres and 1.90 metres in height;
  - cannot weigh more than 95 kgs (220 lbs);
  - foot size must not exceed EU 45;
  - must not have blood pressure over 15/8;
  - must have ensured with a Doctor that he/she does not have a medical contraindication to the practice of motorsport on a racetrack, and that he/she will not be under the influence of any medical treatment or any other substance contradictory to driving (unless submission of a Doctor's Certificate);
  - must not have any previous heart conditions or history of epilepsy, head trauma with or without loss of consciousness, dizziness, slipped disc or hernia (unless submission of a Doctor's Certificate);
  - must notify WRS of any medical condition that he/she suffers from, or have suffered from and/or any medical treatment that he/she is undergoing which may impair his/her judgment or reaction speed; or which may affect his/her ability to drive a motor racing vehicle on a racetrack;
  - must have good eyesight;
  - must not be pregnant.
- 2.2 As stated in paragraph 2.1, Participants under 18 must hold a valid racing licence or participating title valid for the day and for their racing car category in compliance with the current regulations. In no event shall, WRS be held liable if circuit authorities deny access to the driver for non-valid or non accurate licence.
- 2.3 Participants not matching the height and weight criteria mentioned above have the possibility to register to the Event by accepting the risk to be refused from all or part of the on-track activities if they do not successfully perform and complete the standard safety procedures. In that case, Participants accept that no refund or compensation will be made.
- 2.4 If it becomes apparent at any point before or during the Event, that a Participant do not meet one or more of the criteria mentioned in 2.1 and 2.2, OR cannot successfully perform and complete the standard safety procedures, even if he/she meets all of the Eligibility criteria, WRS reserves the right to refuse his/her

participation in all or part of the on-track activities scheduled for the day. Due in particular to incompressible and non-refundable costs committed by WRS to organize the Event, no refund or compensation will be made. For the avoidance of doubt, if a Participant meets all of the eligibility criteria but cannot successfully perform and complete the standard safety procedure to the satisfaction of WRS, he/she can be refused from all or part of the on-track activities.

- 2.5 The successful performance to the standard safety procedures remains at the sole discretion and satisfaction of WRS. Its decision shall not suffer from any disputes nor a way to claim a refund or any kind of compensation. The standard safety procedure consists, inter alia, in completing the emergency extraction procedure from the vehicles.

- 2.6 In the event of a group booking by a Company, the Company shall be required to submit no later than 14 days prior to the selected Event, a list of all proposed Participants to WRS and shall ensure that such Participants have read and accepted these Terms and Conditions and comply with the requirements of clause 1.1., 2.1. and 2.2. In the event that the Company wishes to substitute a confirmed Participant for another, it may do so up to 7 days prior to the scheduled Event subject to informing WRS promptly of any such change and procuring the simultaneous submission of all relevant documentation from said new Participant.

## 3 CHAMPIONSHIP REGULATIONS COMPLIANCE

In case the Participant is racing in any competition or Championship, it is the responsibility of the Participant to ensure he/she complies with such Championship Sporting Regulations in terms of private testing. In no event shall WRS be liable for any Championship Regulations breach of the Participant and any of the consequences that such breach can occur such as, but not limited to, eviction of the driver from the Championship or penalties given to the driver.

## 4 BOOKING AND PAYMENT

- 4.1 On receipt of a duly completed and signed Booking Form (or similar agreement by email) or on receipt of the acceptance of the invitation (as the case may be), Participant will be deemed to have agreed to and be bound by these Terms and Conditions.
- 4.2 In case of a purchase, WRS will confirm in writing whether the date is still available. Where the date requested is not available anymore, WRS will inform the Participant or the Company and offer an alternative date. WRS will issue an invoice for the cost of place(s) booked on the Event and, where relevant, options booked as per details provided on the Booking Form. Unless otherwise agreed, payment of the invoice shall be done upon receipt and without any delay. Failure to do so, penalty fees will automatically apply.
- 4.3 Upon receipt by WRS of a completed and signed Booking Form, the booking is considered as confirmed by the Participant (or the Company as the case may be) and any cancellation will be subject to paragraph 12 below. However, places on the Event will only be secured once payment of the total amount of the invoice has been received by WRS in cleared funds.
- 4.4 In case of an invitation received by WRS, Participant must confirm to WRS his/



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her participation within 3 days following the receipt of the invitation. Failure to do so, the invitation will be considered as refused and will be proposed to another Participant, without any possibility of compensation or alternative date.

## 5 PARTICIPANT'S PACKAGE CONTENT

5.1 Unless other options have been booked or special package has been agreed with WRS, Event package does not include any travel logistics, hotel accommodation, catering or any other services not specified in the commercial offer.

5.2 Under no circumstances shall WRS be liable for any personal expenses or ancillary costs incurred (e.g. mini-bar, use of hotel facilities etc.) or for any damage caused to the hotel and /or restaurant by any Participant or guest during their stay. Any such expenses must be settled by the Participant when checking-out. All return flights or other travel costs to and from France shall also be the responsibility of each Participant or the Company making a group booking (as appropriate).

## 6 TRAVEL TO THE EVENT

6.1 All travel arrangements and costs (including visas if required) shall be the responsibility of each Participant and/or, in the event of a group booking, the Company making the booking.

6.2 No refund and/or compensation will be paid in respect of any Participant's inability to attend any part or all of the Event booked due to transport/travel issues.

## 7 COMPLIANCE / HEALTH AND SAFETY

7.1 Each Participant agrees and acknowledges that the Event is not a race or a practice session before a race or any kind of competition and agrees that the Event shall be high risk and inherently dangerous.

7.2 Participants must adhere to all health and safety instructions and/or regulations at the circuit (including those relative to Covid-19), attend (and listen carefully to) all briefings and comply with all instructions given by driving instructors and briefing staff engaged by WRS and/or the Track Director and his Marshalls, and/or the Chief Doctor as the case may be.

7.3 If at any time WRS and/or the Circuit Manager's staff, as the case may be, deems that the Participant is: (a) unable to adhere to or have not adhered to instructions or health and safety rules; (b) unable to remain in full control of his/her car; (c) behaving in an inappropriate or unacceptable manner; (d) under the influence of alcohol and/or drugs; or (e) if he/she makes contact with another car or is involved in an accident, WRS and/or the Circuit Manager reserve the right to curtail the relevant on-track session the Participant is taking part in without any kind of compensation.

## 8 PERSONAL DRIVER EQUIPMENT

8.1 Unless Driver Equipment is included in the Event package (as this is the case for the Driving Experiences Event), each Participant is responsible to provide its own protective clothing and equipment complying with current FIA competition standards. For the avoidance of doubt, such equipment must include fireproof underwears, fireproof overall, racing boots, gloves, helmet with Front Head Restraint clip and Front head Restraint device (Hans System).

8.2 Should the Participant not be able to provide part of all of the equipment or not at sufficient standards as required in paragraph 8.1, WRS can provide the equipment at cost.

8.3 Personal driver equipment must not display any conspicuous logo, acronym, or motif that could hurt the image of the Winfield's brand and its partners (especially with religious or political undertone or rival organisations, etc.). For this purposes, WRS reserves the right to hide temporarily such logo or motif for the duration of the Event.

## 9 PASSES AND ACCREDITATION

Upon request by the Participant (and subject to additional charges), WRS will provide all passes and accreditation required to give Participants and Guests access to the circuit. All accreditation holder must comply with the terms and conditions of each and every pass and accreditation issued, failing which he/she may not be obtained access to the circuit or may be removed from the circuit. No refund and/or compensation will be paid should a Participant not be able to participate in the scheduled Event activities as a result.

## 10 ACCOMPANYING GUESTS

10.1 Are considered as accompanying guests, all attendees to the Event who are not Participants (i.e. Participant's accompagnant, Company representatives, staff, coaches, filming crews...). Accompanying guests attend the Event as spectators at the circuit and do so entirely at their own risk. Kids under 12 and animals are not allowed to have access to the circuit.

10.2 In order to have access to the track, accompanying guests must have been declared to WRS prior the Event and must hold a valid pass previously booked on the Booking Form. All accompanying guests with valid pass will have access to the circuit but will not be allowed to participate in any on-track activities or briefings of the Event program, unless expressly authorized by WRS. Also, access restrictions (rooms, timings...) may apply for accompanying guests for the good sequence of the Event.

10.3 Participants (or company making the group booking as the case may be) must ensure that their guests comply with all health and safety requirements at the circuit, these Terms and Conditions, the terms and conditions of the accreditation supplied to them and any other instructions given to them by WRS and/or the Circuit Manager's staff as the case may be.

## 11 FILMING CREWS

11.1 If requested by a Participant or the Company making the booking and subject to approval by WRS, the attendance of a filming crew during the Event is allowed. The request must be sent to WRS at least 14 days prior the Event. Upon authorization from WRS, a mandatory meeting followed by an on-site visit and recce must be organised with WRS prior the Event day. Failure to do so, the filming crew will not be able to claim access to the track.

11.2 Filming crew members attend the Event at their own risk and must comply with all health and safety requirements at the circuit, the terms and conditions of the accreditation supplied to them and any other instructions given to them by WRS and/or the Circuit Manager's staff as the case may be. Filming crews accept and acknowledge that the Event program for Participants is the priority of the day and they accept to comply with all instructions and any access restrictions (places, timings) given by WRS.

11.3 If requested by WRS, the Filming Company must provide its Liability Insurance certificate prior to the Event.

## 12 CANCELLATION

12.1 WRS reserves the right to cancel any Event if there are insufficient Participants, in which event notice of not less than 5 days will be given and the affected Participants will be given priority booking for a future Event. If an alternative date is unsuitable or unwanted, a full refund will be offered to those who have a confirmed booking.

12.2 For cancellation by a Participant (or the Company) of a confirmed booking as defined in 4.3, cancellation charges shall apply. Based on the date WRS receives written notification of the cancellation, booking fee will remain due as follows:

- Less than 4 weeks prior to the Event: 100% of the booking fee are due
- More than 4 weeks prior to Event: 50% of the booking fee are due

12.3 In case of group booking, if the number of Participants or guests attending the Event is below the number agreed by WRS, whatever the reason, the Company will not be pro rata refunded due to the missing Participants or guests.

## 13 FORCE MAJEURE

13.1 WRS will not be liable for any failure or delay in performance of an Event arising from or attributable to acts, events, omissions or accidents beyond its reasonable control. This includes but is not limited to acts of god, fire, explosion, natural disaster, ash cloud, flood, war, pandemics, terrorist attack, threats of terrorism, any government act, interruption or failure in the power supply or labour dispute, total or partial strikes or lockout, governmental decisions, embargos, change in regulation.

13.2 Should any of the above occur, WRS reserves the right to cancel any Event, in which event Participant will be given priority booking for a future event.

## 14 CHANGES TO THE EVENT PROGRAM

14.1 Whilst WRS takes every care to ensure that the Event will follow the scheduled



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program as notified to Participants, the nature of the program means that it may be subject to change. WRS reserves the right to make amendments to any part of the schedule and/or services provided as considered reasonably necessary whether for safety reasons or otherwise. In particular, WRS reserves the right to make changes to the Event running schedule if weather conditions affect the safe conduct of any of the scheduled on-track activities.

- 14.2 If the Participants are late and/or are not complying with the timetable of the Event, WRS may be forced to reduce the running schedule without any right to be compensated for anyone.

## 15 VIDEO AND PHOTOGRAPHY

- 15.1 Unless the confidentiality of the participation has expressly requested in writing to WRS by a Participant, the Participants acknowledge and accept that they may be filmed or photographed at the circuit. Videos or photos of Participants may be used by WRS, the F1 Team or the Circuit for commercial and promotional purposes at any time after the Event and Participants hereby consent to be filmed and/or photographed for these purposes without entitlement to any payment or other form of compensation.
- 15.2 Participants and guests are allowed to film, photograph and/or record their participation in the Event on the condition that any such images or recordings are used only for private and non-commercial purposes (unless otherwise agreed with WRS prior the event). See paragraph 11.
- 15.3 Use of mobile phones or any recording materials are not allowed during briefings and on-track activities.

## 16 LIABILITY

- 16.1 Participants are personally and indefinitely liable for any direct or indirect material damage caused to WRS and/or the Circuit Manager, which would occur as a result of their fault, imprudence or negligent behavior. In such circumstances, WRS and/or the Circuit Manager shall have the right to invoice Participants for all necessary costs until full compensation for such damage.
- 16.2 In application of article L321-3-1 of the French Sport Code, material damage caused to a Participant by the fact of something that another Participant has under his/her custody cannot give rise to any compensation by this Participant, WRS or the Circuit Manager.
- 16.3 Participants are liable, even without proof of any fault on their part, for any direct or indirect physical injury caused to another Participant, a WRS' or Circuit Manager's employee or contractors, when driving their vehicle during an Event.
- 16.4 In the event that a Participant suffers materiel or physical damage during an Event, WRS and/or the Circuit Manager's liability may only give rise to compensation for his/her loss under prior proof of WRS and/or the Circuit Manager's inexcusable fault.
- 16.5 Any injury suffered by a Participant may be aggravated by any rescue operation that may be necessary in case of accident and/or emergency during an Event, for which the Participant would fully assume the associated costs, without such aggravation being attributable to WRS and/or the Circuit Manager.
- 16.6 WRS and/or the Circuit Manager are only bound by a security obligation of means and not of result.

## 17 INSURANCE

- 17.1 In accordance with the French Code du Sport (Articles R 31-10 and L-331-10, especially), WRS has undertaken an insurance through its insurance broker Gras Savoye, to insure the organization of such an Event, in particular through the civil liability guarantee contract n° 58.956.937 underwritten by Allianz. In addition, WRS has subscribed with ALBINGIA (policy No. IA1109892) an individual accident cover covering a maximum capital of 50,000 euros in the event of death or total permanent disability following an accident.
- 17.2 Nevertheless and in accordance to Article L321-4 of the same above mentioned code, WRS informs and encourages Participants of their interest to subscribe their own life and health individual insurance policy that covers the bodily injuries that motorsport can potentially expose them to. Each Participant shall be responsible for taking out his/her own personal travel insurance.
- 17.3 All cars used during the Event are valuable high performance vehicles.

Accordingly, each Participant shall be liable for any damage caused to a car (or any ancillary equipment) as a result of his/her fault, negligence, recklessness or failure to comply with instructions and briefings received on the day. In such circumstances, WRS shall be entitled to invoice the Participant for all necessary repair costs until full compensation. WRS encourages Participants to subscribe their own insurance contract to cover damages caused to third parties (third participants, staff, cars, racetrack, accommodation, and any ancillary equipment) and for which Participants are liable according to paragraph 16 and 17.

## 18 CAR DAMAGES

- 18.1 As stated in paragraph 16 and 17, each Participant is totally financially liable for any damage caused to the vehicles that have been entrusted to him/her, this regardless of the participant's responsibility, most notably in the following cases: going off track, driving over abrasive portions, hitting cones, contact, collision, etc. Payment for the material (parts, bodywork, and work-force) caused in each accident shall be made to WRS under the conditions stated in paragraphs 18.5 and 18.6.
- 18.2 Each Participant is responsible for having his/her car and tyres checked by the car's referring mechanic after each running session. Any damage found and noticed by the referring mechanic after a running session shall be imputed to the Participant who was driving the car during the session prior to the mechanic's observation. A Participant who has not had his/her car and tyres checked before his/her running sessions will not be able to claim that the damage does not fall on him.
- 18.3 It is specifically agreed that there will be no seeking of responsibility in case of a collision between Participants, so that any Participant cannot claim an exemption from damage payment in case he/she would be the victim in a crash that has caused damages to his/her car.
- 18.4 Although WRS will make its best endeavours during the Event to repair the car or make available a spare car to the Participant in order for him/her to continue his/her running program, WRS cannot be held liable for non-completion of the running program as a consequence of car damages. No refund nor compensation will be made.
- 18.5 In case of damages, WRS will proceed with an evaluation of the car at the workshop and will edit a damages report with the total costs of the repairs including car parts, bodywork, tyres, consumables and work-force. The damages report cannot suffer from any contestation by the Participant and the Participant shall pay the total costs without delay and upon receipt of a detailed invoice by WRS.
- 18.6 In addition, any off-track that results in driving on the abrasive parts (run-offs) of the circuit (red lines) and / or any abnormal wear caused to the tyres by an inappropriate driving (wheel blocking, spin...) shall automatically and without any contestation result of the invoicing of a set of tyres to the participant. Any gravel incident will be invoiced €500 exclusive of taxes.
- 18.7 Upon request of a Participant before the Event (or of the Company making a group booking), WRS could eventually propose insurance options to cover the damages on a car. Availability of such option as well as the conditions of execution will always depend on the type of cars and of the Event's conditions.

## 19 DATA

- 19.1 WRS, acting as data controller, will process and handle the personal information of each Participant which is either collected by the Company making a group booking and then submitted to WRS as part of the requirement set out in clause 2.4 or provided directly to WRS by each Participant as part of his registration to the Event. In the first instance, the Company making the booking shall be responsible for duly informing and seeking the appropriate consent of each Participant for their personal information to be collected and then shared with WRS and any other entity directly connected with the organisation, operation and running of the Event (in particular for legitimate security and insurance purposes). By submitting a list of Participants to WRS (as contemplated in clause 2.4 above), the Company making the booking shall be deemed to have secured such express consent in each case. For the avoidance of doubt, WRS shall not be responsible for any data processing activities undertaken by the Company making the booking in connection with any Participant.
- 19.2 Any personal information that Companies and/or Participants provide to WRS will only be used and recorded in accordance with the Data Protection Data Protection Legislation (Loi Informatique et Libertés of 6 January 1978). WRS will only use personal information to assess and complete an Event booking, verify



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a Participant's eligibility or identity, communicate practical information relating to the Event and comply with any legitimate security interests required by the Circuit Manager.

- 19.3 Any medical information will be kept confidential and only used by WRS as evidence provided by each Participant of his/her ability to take part in an Event.
- 19.4 Personal information collected by WRS and any other entity directly connected with the organization will be kept for 3 (three) years maximum, except in case of participation to another Event.
- 19.5 Each Participant has the right to access any personal information held by WRS and can at any time send an email to [contact@winfieldracingschool.com](mailto:contact@winfieldracingschool.com) to request any correction if the information is not accurate, to ask for more details about our privacy policies or to request for deletion.
- 19.6 Each Participant has the right to file a complaint before the French "Commission Nationale de l'Informatique et des Libertés" in case of inappropriate data treatment operated by WRS or any other entity directly connected with the organization (using the following link: <https://www.cnil.fr/fr/plaintes>).

## 20 GENERAL

- 20.1 Any part of these Terms and Conditions which is found to be invalid or unenforceable shall be deemed replaced with such provision which is as near to the intent of the original provision as possible but which is not invalid or unenforceable. Any variation to these Terms and Conditions shall only be valid if agreed by an authorized representative of WRS in writing.
- 20.2 In accordance with article L. 612-1 of the French Consumer Code, any consumer has the right to access, free of charge, to a consumer mediator in order to amicably resolve a dispute arising with a professional. For this purpose and in application of articles L. 616-1 and R. 616-1 and following of the French Consumer Code, the contact details of the consumer mediator to which WRS belongs and to which claims may be brought by consumers, that is to say persons having contracted outside their commercial activities, are as follows : Médiateur du Conseil national des professions de l'automobile (<https://www.mediateur-cnpa.fr>).
- 20.3 This entire agreement shall be exclusively governed by French Law. Any dispute arising from or in connection with the participation to an Event will be submitted to the competent court located within the territorial jurisdiction of the Court of Appeal of Aix-en-Provence (France). ■

