

## TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions") are intended to inform the clients of Winfield Racing School ("WRS"), prior to their booking and/or participation. A Test Day is an Event organised by Winfield Racing School during which a Participant use vehicles ("Cars") which are not operated by Winfield Racing School. All bookings and participation to a Test Day are subject to the unconditional acceptance of the 2023 Tests Days Terms and Conditions issued by Winfield Racing School. The mere fact of placing a booking implies the acceptance of each and every one of the provisions of this document. The following terms and conditions will apply without exception to every participant ("Participant") taking part in a Test Day ("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 "Liability Acknowledgment and Assumption of risk Form", represent the entire agreement between Winfield Racing School ("WRS") and the Company/Team that has made the booking (if appropriate) and each Participant with respect to the Event. Companies/Teams asking a group booking must ensure that all relevant provisions which apply to their Participants (including drivers, team personnel, staff and guests) are communicated to them beforehand and that each Participant is eligible to participate.

The Company/Team 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 didn't read 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/Team 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 on receipt of full payment and all documents received and signed. For payment details and cancellation charges, please see paragraphs 4 and 14 of the below Terms and Conditions.

### 1 PARTICIPATION

- 1.1 In order to participate to the Event, each Participant must ensure that :
- he/she 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;
  - his/her car meets the Eligibility criteria specified in paragraph 2)
  - he/she hold a Liability Insurance complying with the requests of the Circuit;
  - he/she has attended the mandatory safety briefing with the track director before going out on track
  - he/she has signed the mandatory "Liability Acknowledgment and Assumption of risk Form"
  - full payment has been received by WRS (as the case may be, see paragraph 4);
- 1.2 Participation in some or all of the Event will be refused to participants who have failed to the requirements 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 racing licence (see paragraph 2.2);
  - 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;
  - 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;
- 2.2 As stated in paragraph 2.1, participants must hold a racing licence 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 In case a Participant is under 18 and his/her legal representative is not attending the Event, a Parental Authorization shall be send to WRS before the Event.
- 2.4 In order to be eligible to participate to the Event, the Participant is responsible to ensure his/her Car:
- comply with all safety regulations applicable in the country of the event;
  - is in raceworthy conditions and maintain at sufficient standards;
  - clearly displays a race number on each side and on the nose. In case the number is already taken by another Participant who registered before, WRS will advise the Participant who registered last to change the number of his/her car.
  - comply with the insurance requirement of the Circuit, inter alia, the Liability insurance.

- do 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.

- 2.5 If it becomes apparent at any point before or during the Event, that a participant do not meet any one of the criteria stated in paragraph 2.1 or 2.2, or, to the satisfaction of WRS, WRS reserves the right to refuse his/her participation in all or part of the on-track activities scheduled for the day. No refund or compensation will be paid.
- 2.6 In the event of a group booking by a Company/Team, the Company/Team shall be required to submit no later than 10 days prior to the selected Event, a list of all proposed participants and cars to WRS and shall ensure that such participants and cars comply with the requirements of clause 1.1., and 2. In the event that the Company/Team wishes to substitute a confirmed participant or car 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 or Car.

### 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 places are still available. 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. Payment of the invoice shall be done upon receipt without delay.
- 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 14 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. Cars will be given access to the track only if the payment has been received in full.
- 4.4 Pursuant to Article L221-28 of the French Consumer Code, the right of withdrawal is not available since said right does not apply to leisure services, provided at a specific date or period, which is the case of the Events organised by WRS.



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4.5 Prices cannot be broken down and any waiver of some services included in the Event or any interruption in the program caused by the client (even in the event of hospitalization or early repatriation) shall not give rise to any compensation nor refund.

5.6 In accordance with the law, WRS reserves the right to revise its prices to take into account variations in the cost of transport services, or any fees relating to the services offered. Any such changes will apply to all Participants that have booked or who book subsequently, and will be added to invoices. Any refusal by the Participant to pay such price changes will be deemed to be a cancellation and paragraphs 14 will apply.

4.7 In case of an invitation received by WRS, Participant must confirm to WRS his/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 EVENT CONTENT

5.1 Each entry fees includes access to the track for the specific declared driver and car. For insurance purposes, in no event whatsoever the reason, a Participant or a Team is authorized to enter a Car and/or a Driver on the Track which has not been previously declared to WRS.

5.2 When available, other services and options such as timekeeping, transponders rental may be proposed by WRS at additional cost.

5.3 When applicable, transponder rental will be subject to a deposit upon material pick-up. After the Event, the Participant/Company/Team accepts to pay 500 euros per transponder not given back, lost or damaged.

5.4 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, accreditations, internet connection, delivery services or any other services not specified in the offer.

5.5 Upon request of a Participant/Company/Team, extra services could be eventually performed by WRS (such as deliveries receipt, waste evacuation...) but this will always be subject to availability and specific conditions.

## 6 TRAVEL & HEALTH MEASURES COMPLIANCE

All travel arrangements and costs (including visas if required) as well as any compliance with Health measures shall be the responsibility of each Participant and/or, in the event of a group booking, the Company/Team making the booking. 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 and/or failure to comply with health measure requirements.

## 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 is subject to high risks and is inherently dangerous.

7.2 Each Participant must attend the mandatory safety briefing. Participants must adhere to all health and safety instructions and/or regulations at the circuit, (including those relative to any pandemic), 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 reserves the right to curtail the Participant from the relevant on-track session without any kind of compensation.

## 8 PERSONAL DRIVER EQUIPMENT

8.1 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,

racings 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 TEAM PERSONNEL AND ACCOMPANYING GUESTS

9.1 Are considered as accompanying guests, all attendees to the Event who are not participants (i.e. participant's accompagnant, legal representative, medias, 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. Accompanying guests will not be allowed to participate in any on-track activities or briefings of the Event program, unless expressly authorized by WRS.

9.2 Are considered as Team Personnel, all staff who are working on the Event (i.e. mechanics, engineers, technical staff, coachs...). Team Personnel attend the Event as Motorsport professional duly informed of the risks of their duties. Team Personnel will not be allowed to enter the Track unless expressly authorized by WRS and/or the Track Director and his Marshalls, and/or the Chief Doctor as the case may be.

9.3 In order to have access to the Circuit, Team Personnel and accompanying guests must have been declared to WRS prior the Event and must hold a valid accreditation previously booked through WRS. See paragraph 10 below.

9.4 Participants (or company making the group booking as the case may be) must ensure that their team personnel and guests comply with all health and safety requirements at the circuit, these Terms and Conditions, the Conditions of use 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.

## 10 PASSES AND ACCREDITATION

10.1 Access to the Circuit is always subject to valid accreditation previously booked through WRS and any case before the deadline set by WRS. In case a Participant, Team Personnel or Guest did not book an accreditation before the set deadline, the access to the Circuit could be refused.

10.2 Price and conditions of the Accreditation may vary from a Circuit to another. Participants will be informed by WRS of the conditions prior each Event.

10.3 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.

## 11 EVENT CONTACT

Unless expressly authorized by WRS, Participants shall not contact directly the Circuit. WRS shall remain the sole and main contact for any requests. WRS team members are available at all time by email at [booking@winfieldracingschool.com](mailto:booking@winfieldracingschool.com) or by phone +33 6 16 20 96 85.

## 12 GARAGES & CIRCUIT'S OPERATIONAL REAS

12.1 Paddock garages sizes and layout may vary from a Circuit to another. When possible, Participants may hire a garage in its entirety or by half garage at the cost mentioned on the Booking Form. Participants shall strictly use the spaces he/she has booked and paid for. Unless special agreement with WRS, any extra space used by a Participant above his allocation will be subject to invoicing.

12.2 Access to the garages is made with magnetic passes or with keys, which passes or keys are subject to 200 euros deposit for each.

12.3 Access to the garages is granted at the sole discretion of the Circuit. WRS is not responsible of the access time to the garage the day prior the event. In no Event, a



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Participant can access the garages, paddock area and pit lane before having been expressly authorized by WRS.

12.4 All cars must be stored and maintenance in a garage. No car maintenance or mechanical activity is allowed in paddock or parking areas.

12.5 Subject to availability and additional charges, garages can be hired days before and/or after the Event for mechanical needs of the Participant.

12.6 Participants, Team Personnel or Guests are not allowed to access Operational areas of the Circuit (i.e Track direction, Security & Safety road...) unless expressly authorized by WRS and/or the Track's Manager.

## 13 FILMING CREWS

13.1 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.

13.2 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.

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

## 14 CANCELLATION

14.1 WRS reserves the right to cancel any Event if there are insufficient participants to make the Event financially viable, 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.

14.2 As an alternative of 14.1 in case of insufficient participants, WRS can also proposed to the affected Participants new financial conditions in order to secure the operation of the Event. Participants are free to accept the new conditions or to cancel their participation to the Event.

14.3 For cancellation by a Participant (or the Company/Team) of a confirmed booking as defined in 4.3, and whatsoever the reason, cancellation charges shall apply. Based on the date WRS receives written notification of the cancellation, booking fee will remain due as follow:

- 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

14.4 In case of group booking, if the number of participants or cars attending the Event is below the number initially ordered, whatsoever the reason, the company will not be prorata refunded due to the missing participants or cars.

## 15 FORCE MAJEURE

15.1 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.

15.2 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.

## 16 CHANGES TO THE EVENT PROGRAM

Whilst WRS takes every care to ensure that the Event will follow the scheduled 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 or further to incident or delay on track caused by red flags.

## 17 VIDEO AND PHOTOGRAPHY

Unless the confidentiality of the participation has expressly requested in writing to WRS by a Participants, the Participants acknowledge and accept that they may be filmed or photographed during the Event. Videos or photos of Participants and their cars may be used by WRS for commercial and promotional purposes at any time after the Event. Participants hereby consent to be filmed and/or photographed for these purposes without entitlement to any payment or other form of compensation.

## 18 LIABILITY

18.1 Participants are personally and indefinitely liable for any direct or indirect material damage caused to WRS and/or the Circuit, 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.

18.2 As stated in paragraph 18.1, each Participant (or Company/Team) is totally financially liable for any damage caused to WRS and/or the Circuit facilities, most notably in the following cases: going off track, driving over abrasive portions, contact, collision, etc. but also in case of damages made to the spaces entrusted to the Participant/Team/Company for the duration of the Event (paint, tape or marks in the garages, on the pit lane, truck parking areas, garages and offices spaces etc...).

18.3 Payment for such damages shall be made to WRS upon receipt of the invoice after the Event and without any contestation.

18.4 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. 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 or material.

18.5 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's employee or contractors, when driving their vehicle during an Event.

18.6 In the event that a Participant suffers material or physical damage during an Event, WRS and/or the Circuit'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.

18.7 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.

18.8 WRS and/or the Circuit are only bound by a security obligation of means and not of result.

## 19 INSURANCE

19.1 In accordance with the French Code du Sport (Article L-331-10, especially), WRS has undertaken an insurance through its insurance broker Willis Towers Watson, 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.

19.2 Nevertheless and in accordance to Article L.321-4 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.

19.3 Additionally, WRS encourages Participants to subscribe their own insurance contract to cover damages caused to third parties (third participants, staff, cars,



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racetrack, accomodation, and any ancillary equipment) and for which Participants are liable according to paragraph 18.

## 20 DATA

- 20.1 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.
- 20.2 Any personal information that Companies and/or Participants provide to WRS will only be used and recorded in accordance with the Data Protection Legislation Laws and Regulation (including Loi Informatique et Libertés of 6 January 1978 and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, known as «GDPR»). WRS will only use personal information to assess and complete an Event booking, verify 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.
- 20.3 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. For safety and insurance purposes in case of incident or injury, such information could be shared upon request of the Medical personnel for the wellbeing and health of the Participant and in his interest.
- 20.4 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.
- 20.5 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 WRS privacy policies, to restrict and to object the processing of personal information, or to request deletion of this data.
- 20.6 Each Participant has the right to file a complaint near the French "Commission Nationale de l'Informatique et des Libertés" in case of inappropriate processing of data by WRS (using the following link: <https://www.cnil.fr/fr/plaintes>).

## 21 GENERAL

- 21.1 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.
- 21.2 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>).
- 21.3 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 French courts. ■

