



## 2018 GENERAL PROVISIONS

THE FOLLOWING TERMS AND CONDITIONS (“GP”) GOVERN THE TERMS AND CONDITIONS OF YOUR ENTRY APPLICATION AND YOUR EVENTUAL ADMISSION AND PARTICIPATION IN THE 2018 HILL CLIMB “BERNINA GRAN TURISMO” (the “Event”). BY ACCEPTING THE “GP” BELOW, YOU ARE RECOGNIZING AND ACCEPTING THE FACT THAT THEY WILL GOVERN YOU FOR ALL THE FEATURES REGARDING YOUR PARTICIPATION AT THE MENTIONED EVENT AND YOU ARE RECOGNIZING AND ACCEPTING THE HILLCLIMB “BERNINA GRAN TURISMO” REGULATIONS. THE GERMAN VERSION OF THESE GP SHALL BE BINDING. IN THE EVENT THAT YOU DO NOT AGREE WITH AND ACCEPT THE STATED TERMS AND CONDITIONS, YOU WILL NOT BE ABLE TO ENROL TO THE EVENT.

**Art. 1 - Preliminary versus finalized programmes:** Preliminary programmes are those still being refined in terms of schedule, routing and locations, and/or in terms of the structures that will be used. The organising company, INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEN AG (hereafter referred to as “the Organization” and/or “ISMAW AG”) hereby affirms that it will maintain the services and structures shown in the finalized programme. However, in the unlikely event of services becoming unavailable due to circumstances beyond its control, it reserves the right to substitute them with services and/or structures of equal quality.

**Art. 2 - Hill Climb for Historic Cars:** the Regulations of the Competition are based on the FIA International Sporting Code (“ISC” and/or the “Code”) and the National ASN (Autorité Sportive Nationale) Regulations.

**Art. 3 - Cars Admitted to the 2018 Hill Climb “Bernina Grand Prix” and Eventual Protests Regarding Non-admission:** a maximum of 80 cars will be allowed to take part in the event, accordingly to the eligibility criteria and categories set by the Event Regulations. A Selection Committee - the sole authority deciding who may take part - will decide which cars are indeed entered, its decision being final. Once accepted for entry, cars cannot be substituted. No protests as to refused entries will be taken into consideration.




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### Art.4 – Preliminary Programme

#### DAY 1 – FRIDAY, SEPTEMBER 21<sup>ST</sup> 2018

TIMING*	ACTIVITY	LOCATION
FROM 9.00 AM TO 2.00 PM	ARRIVAL OF PARTICIPANTS, ADMINISTRATIVE CHECKS, TECHNICAL SCRUTINEERING	ST. MORITZ
FROM 2.00 PM	TRANSFER	ST. MORITZ → BERNINA PASS
7.00 PM	DRIVERS' MEETING, TECHNICAL BRIEFING	ST. MORITZ
8.00 PM	"BERNINA GRAND PRIX" HILL CLIMB OFFICIAL DINNER	


#### DAY 2 – SATURDAY, SEPTEMBER 22<sup>ND</sup>

TIMING*	ACTIVITY	LOCATION/NOTES
6.45 AM	TECHNICAL BRIEF (drivers not attending it on day 1)	BERNINA PASS
7.40 AM – 11.20 AM	 FREE PRACTICE #1 FREE PRACTICE #2	START: LA RÖSA ARRIVAL: BERNINA PASS
1.40 PM – 5.20 PM	RACE #1 RACE #2	BETWEEN FP #1 AND #2 CARS INSIDE BGP PADDOCK FOR MECHANICAL ASSISTANCE
11.20 AM – 1.40 PM	FROM 12.00 PM LUNCH	BERNINA PASS
FROM 5.45 PM	CLUBHOUSE "LA RÖSA" DINNER FOR PARTICIPANTS AND GUESTS	STAZIONE DELLA POSTA (loc. La Rösa)



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DAY 3 – SUNDAY, SEPTEMBER 23<sup>RD</sup> 2018

TIMING*		ACTIVITY	LOCATION/NOTES
7.40 AM – 11.20 AM	 N29: FROM LA RÖSA TO BERNINA PASS  <b>CLOSED TO NORMAL TRAFFIC IN BOTH DIRECTIONS</b>	RACE #3  (or new FP if needed due to changed road conditions, according to Race Direction)  RACE #4 (or RACE #3)	START: LA RÖSA ARRIVAL: BERNINA PASS  BETWEEN RACE #3 AND #4 CARS INSIDE THE PADDOCK FOR MECHANICAL ASSISTANCE
FROM 12.30 PM		TRANSFER TO POSCHIAVO AND AWARDS CEREMONY	<u>POSCHIAVO</u>

**Art. 5 - Advertising:** Forms of advertisement allowed are ruled inside the Hill climb Bernina Gran Turismo Regulations and are conformed to the Appendix K to the International Sporting Code (ISC). The Hill Climb Bernina Gran Turismo Regulations form an integral part of the general provisions. During the scrutineering, the Organization and the event officials are authorized to cover or to remove from all vehicles any kind of publicity that does not conform to the above rules. Further checks will take place throughout the event.

Crews that do not adhere to what is stated in this article and the Regulations will be awarded penalties and any damages caused to the Organization will be charged to the offenders.

Entrants will be obliged to release the Organization from any responsibility and/or damages to the Organization and to 3<sup>rd</sup> parties in general and any compensation that is due to these will be at the entrant's expense, as a consequence of violating the aforementioned regulations.



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### Art. 6 - Entry Fee (Services included)

The entry fee - CHF 2.150.00 - includes the following items **for N. 1 people**:

- Welcome coffee on Friday, September 21<sup>ST</sup> during the scrutineering stage
- Light lunch at Kempinski Grand Hotel des Bains on Friday, September 21<sup>ST</sup>
- Technical briefing on Friday, September 21<sup>ST</sup> or Saturday, September 22<sup>ND</sup> [drivers who couldn't attend on September 22<sup>nd</sup>]
- Welcome cocktail on Friday, September 21<sup>ST</sup>
- Event official dinner on Friday, September 21<sup>ST</sup>
- Coffee breaks on Saturday, September 22<sup>ND</sup> and Sunday, September 23<sup>RD</sup>
- Lunch on Saturday September 22<sup>ND</sup>
- Dinner on Saturday, September 22<sup>ND</sup>
- Hill climb "Bernina Gran Turismo" management
- The event starting numbers
- Welcome kit

### Further services and assistance included:

- Parking in the locations where planned along the Event
- Security surveillance for the cars all night long, every night of the event, where planned, without guarantee
- Shuttle service wherever provided by the Organization
- Coordination on the part of our staff throughout the Event

The entry fee for codrivers /guests / partners is CHF 500,00

**Art. 7 - Entry Applications and Objections to the Entry Fee:** the would-be entrants must complete the Entry Application form and send it – together with the requested documents/pictures - by mail to the addresses / contacts indicated in the Entry Application Form, by the indicated deadlines in the same document.

The entry fees (Art. 6 above) are defined by the costs sustained by the Organization to run the Event, together with the service offered and included. These costs include, for example, production, distribution and printing expenses, overall coordination of the Event, financial pledges on the suppliers, all the personnel involved amongst the other features.



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Under no circumstance whatsoever and at no time will the Organization take into consideration any disputes regarding renegotiation of entry fees. The fee will not be renegotiable or refundable even in part after the event is over.

In case the application of an entrant is not accepted, his entry fees will be refunded deducting the banking fees or commissions incurred. These fees will be refunded via bank transfer or credited to your credit card.

**Art. 8 - Renunciation:** Partial or total renunciation of participation in the event must be given in writing by the participant, by means of an e-mail to the company address [info@bernina-granturismo.com](mailto:info@bernina-granturismo.com)

No reimbursement will be given to entrants who do not show up at the scrutineering and/or the starting line or who withdraw during the course of the Event.

No fees will be reimbursed if an entrant cannot take part in the event due to invalid or insufficient personal, travel, or car documents.

No substitution of competitors is allowed after entry applications have closed.

Likewise there will be no refund for all those who have withdrawn from the event as a result of traffic accidents and mechanical defects or otherwise accidents, or accidents occurred with cars taking part in the race or with individual cars not participating at the event itself.

Any other different case might be submitted to and evaluated by the Organizing Committee, which only as a gesture of goodwill has the final judgement on these features.

One member of the participating team may be substituted up to the point in time when document scrutineering takes place at the Bernina Pass, with approval of the Organizing Committee. In the time between technical scrutineering and communication of the final Starting Grid, the additional approval of the Clerks of the Course is required.

A first substitution incurs no additional charge. Any further changes are subject to an administration fee of CHF 30.00 + VAT 8% due upon application.

Fees shall be refunded as a gesture of goodwill as follows at the sole discretion of the Organizing Committee in accordance with the above mentioned conditions:

- 75% if communication is made before close of entries on 04/09/2018
- 50% if communication is made before 7/09/2018
- No refund if communication is made after 7/09/2018
- Refund will be paid within 60 days from the date of communication of retirement



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There is no legal claim for reimbursement.

**Art. 9 – Causes of “Force Majeure”:** in the event of any acts of “force majeure”, the Organization will be released from any obligation to provide the services stipulated and will be held blameless for the above or similar, as it will not be in a condition to carry out these services. The term “force majeure” encompasses in particular the following: strikes, bad weather conditions, wars, civil or military disorders, uprisings or riots, natural calamities, pillaging, arbitrariness of public authorities, acts of terrorism. If one of these events occur and it is no longer possible to provide services, entrants and/or crews will waive the right to any reimbursement, compensation or indemnity with regards to the total amount paid by the entrant if the Organization has to use the sum to cover the costs of organizing the Event. The only possible exception to this would be in the case of damages covered by the insurance policy regarding the 2018 Hill Climb “Bernina Gran Turismo”, set up by the Organization.

**Art. 10 - Protection of Privacy Law Concerning the Protection of the Confidential Nature of Personal Data (DSG):** in accordance with Swiss law protecting the confidential nature of personal data (Bundesgesetz über den Datenschutz [DSG] issued June 19, 1992 [Version January first, 2014]), the name of each participant is inserted into a database whose sole proprietor is INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEM AG. INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEM AG may use the information contained therein to send informative material about their activities, or advertising from sponsors and/or partners. In accordance with Swiss law entrants, clients, or whoever is in the database, can at any time, modify or cancel the information via an official communication to be sent to INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEM AG.

If they wish to oppose any usage of their personal data, they can do so by sending a registered letter to INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEM AG, Via Suot Chesas 8 A – 7512 Champfèr (CH).



**Art. 11 - Additional and/or Informative Communication Bulletins:** The Organization reserves the right to make known to all participants, by means of the above bulletins by post, mail and/or website, any changes or additions to the present Terms and Conditions and to the programmes. The bulletins will also communicate extra information and explanations for better understanding and for the interpretation of the above.

**Art. 12 – INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEM AG and BERNINA GRAN TURISMO trademarks, logos, industrial property rights, copyrights and services offered by third parties through the website or by links to third party websites:** be aware that none of the above is public domain. Being entered for the Event does not confer



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any rights on the registered trademarks INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEN AG, **BERNINA GRAN**

**TURISMO** or the logos   , nor any authorization for use of the above. You also hereby vouch for your driver (if different from the Competitor), assistance and/or mechanical staff, team or crew members and/or guests that no one will claim ownership, license, or use of the above. In addition no-one will use or register names, trademarks, or other distinctive signs in combination with the names or registered trademarks of the INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEN AG, **BERNINA GRAN TURISMO** and/or with similar easily confused graphics.

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Some of the services offered on this website may include links to third party websites. You have been informed and accept that INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEN AG cannot be held responsible for the examination or for the evaluation of the content or of the accuracy of this material or of the third party websites. INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEN AG cannot guarantee or confirm or have any responsibility for the material or websites of third parties, nor for other material, products or services of third parties. The links are there for your convenience. You must accept that you will not use material from these third parties in any way that can infringe or violate their rights, and that INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEN AG will not be held in any way responsible for any use in this sense on your part.

**Art. 13 – Authorization to take photos / to film: release and indemnity:** entrants authorise INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEN AG and/or third parties authorised by INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEN AG to take photos and/or shoot audio-visual works (hereafter referred to as “Content”) of their persons, members of their crews and/or their vehicles and/or personal possessions and/or items of any brands that they own during and in the context of the Event 2018. Entrants agree to surrender to the Organization, at no charge whatsoever, unlimited rights to the Content that INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEN AG and/or third parties authorised by INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEN AG take or film during the Event. The surrendering of rights gives INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEN AG the right to store, use for commercial purposes, to distribute the Content to third parties, and to divulge it, in full or partially, with no time limits, also after editing, by means of the press (including but not limited to catalogues, magazines, books, etc) and/or



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any system of storage and/or broadcasting known at present or to be invented in the future (including but not limited to TV, radio, internet, telecommunications, on- or offline analogical and/or digital systems, etc), with no territorial or easement limits, for all time. Entrants indemnify and hold harmless the Organization and/or owners of specific rights against third party claims pertaining to the right to utilise the aforementioned Content.

**Art. 14 – Insurance and indemnity:** Each participant shall take part on his own responsibility. The organizer refuses all demands and claims for injury/damage to person/property of participants, drivers, assistants and third parties. In accordance with the Swiss law the Organization has drawn up a civil liability insurance policy for races and competitions, which also covers third party liability for the Organization and any bound persons for damage to persons, animals and objects, excluding injury to entrants themselves and their cars. Furthermore no liability shall be assumed. Entrants agree to obtain insurance in conformity with current law and agree to release the Swiss Automobile Club, Auto Sport Schweiz, the Organization and any of their staff or collaborators involved in the Event, race marshals and owners of land and property through which the Event passes, from any responsibility for damage or injury to themselves, their drivers, co-drivers, employees and objects, or damage or injury caused to third parties or objects belonging to them, their drivers, co-drivers, employees or appointees. Likewise, entrants will not hold the Organization responsible for fire and/or theft and/or any other damage that their vehicles may incur during the 2018 Hill climb “BERNINA GRAN TURISMO” and, to that effect, entrants agree to exonerate and release INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEN AG and the Swiss Automobile Club from any responsibility whatsoever for fire and/or theft and/or accidents and/or any damage incurred during the Event and waive the right for themselves and their heirs to claim any kind of compensation in relation to any kind of accident their vehicle may incur.

The organizer insurance company is: Tectus Insurance Brokers in cooperation with Swiss Coverholders.

**Art. 15 – Pertaining Laws:** The present Terms and Conditions are regulated and interpreted according to Swiss law.

**Art. 16 – Forum of Exclusive Competence:** For any controversy regarding interpretation and/or execution of the present Terms and Conditions, the competent authority will be the Court of Law of Chur, to the exclusion of anyone else.

Signature of Competitor / Driver \_\_\_\_\_