

## DRIVE CLASSICS RALLY TERMS AND CONDITIONS OF ENTRY



**DRIVE CLASSICS**  
CLUB

### 1. General Information

1.1 The Drive Classics Rally (the "Event") is not a race or a competition.

1.2 You must not compete in any manner with other Participants or other road users. You must not place any bets of any kind in relation to the Event. You must drive safely in accordance with all road laws in each country and with proper courtesy to all other Participants and members of the public.

In particular, you must not drive recklessly. If you are seen driving recklessly or otherwise not in compliance with all Applicable Country Laws (see section 12 below) by the Organiser, its employees, nominees or other Participants you will be removed and prohibited from taking any further part in the Event.

1.3 The Event is not a guided tour – it is a navigational road trip where you will be given a daily route with finish point and be expected to navigate to it with your own map or/and Sat Nav system.

Where a Group Booking is made all persons booked under the lead name of the booking agree to the Terms & Conditions set out here.

1.4 Your participation in the Event and any payment of the Entry Fee shall be deemed to be your acceptance of these Terms and Conditions. If you have any questions regarding these Terms and Conditions or need any further clarification you should contact the Event Organisers. If you do not agree with any part of these Terms and Conditions you should not participate in the Event.

### 2. Entry Fees

2.1 The pricing for the Event is per person based on double occupancy for the full rally. The event prices are detailed on [www.DriveClassics.club](http://www.DriveClassics.club). \*\*Single occupancy supplement fee is required for single drivers.

2.2 Participation in the Event is only confirmed once the Entry Fee has been paid by the deadlines quoted on the website and confirmed by the Organiser. Until such time, no places or team numbers are confirmed and any unconfirmed spaces can and will be sold to the waiting list.

2.3 The entry **fees does not include** any personal expenses during the event, such as fuel, tolls, fines, alcoholic drink, food and refreshments (other than quoted), repair costs or any other expenses of any kind (other than the event offering).

2.4 If, for any reason, you decide to withdraw either before or during the Event, your fee is neither transferable nor refundable. We advise you to take out suitable insurance if you think this will be a problem.

2.5 The Event organisers reserve the right to remove any participants of the event for unreasonable and/or unsafe behaviour or not complying with the organisers rules and requests. Entry fees are non-refundable after the quoted deadlines.

2.6 Any Unauthorised Participants in your car who are identified as not paying the correct Entry Fees may be removed from the Event and you will be invoiced with payment required within seven days of invoice (see section 6).

**2.7 Personal Acquisitions and Damages** - The Entry Fee into the Event does not include personal acquisitions and / or disbursements including without limitation, petrol, telephone bills or other expenses and disbursements incurred while staying in any of the hotels or venues (including courier/postal charges relating to sending luggage and room service charges), fines of any sort, or damage caused at any venue visited.

### **3. Refunds**

3.1 If you have to withdraw from any Drive Classics event for any reason you should notify the Organiser immediately.

3.2 For tickets booked before 5th of November and cancelled within 48 hours of booking there will be a full refund. For tickets cancelled before 8<sup>th</sup> of November, 2019 there will be 50% refund. No refunds will be awarded after that date. Tickets are non-transferrable.

3.3 The Organiser reserves the right to amend the advertised route at any stage without refunding any entry fees. All Entrants will be notified of any changes in this instance.

### **4. Age**

You must be 18 or above on the first day of the event in order to participate in the Europe, America and Australia Events. For the UK event your co-pilot can be any age, all drivers must be over 18 with a full license.

### **5. Documents**

It is the sole responsibility of all the participants to ensure that their documents are in order in accordance with the Event requirements. Documents must be valid from the beginning up to, and including, the last day of the event. You will be required to sign to this effect at the event launch. Failure to do so may result in disqualification from the Event without refund.

a) **Driving Licence** – all drivers must hold a valid full UK driving licence that will be accepted in any and all visited countries

b) **Vehicle insurance** – for all drivers

c) **V5C** (log book) or 'vehicle on hire' certificate for international events

d) **MOT certificate** – as the condition of a vehicle may deteriorate within the period of an MOT, it is your responsibility to ensure that your vehicle is in a roadworthy condition for the event.

e) **Valid Passport** together with the relevant visa(s) for each country visited – for all participants

f) **Insurance** - You must obtain and maintain appropriate insurance to cover your participation in the Event, this is your sole responsibility. You may be required to provide proof of insurance at registration.

### **6. Unauthorized Participants**

6.1 To participate in the Event you must pay the Entry Fee.

6.2 Unauthorised Participants are individuals who have not paid the Entry Fee and are therefore not either the named driver or co-driver and subsequently are not recognised or accredited Participants of the Event.

6.3 Any unauthorised individual and / or Unauthorised Participants, without exception, seen to be participating in the Event in any way will be charged immediately for their participation by the Organisers. If an Unauthorised Participant has been introduced by you the charge will be payable by you.

6.4 For the avoidance of doubt a Participant cannot invite an individual to participate in the Event unless they are the named driver or co-driver recognised by the Organiser.

6.5 For the avoidance of doubt, participating in the Event includes but is not limited to: being a passenger in or driving a participating car for any part or any stage of the Event when you are not registered as a driver or co-driver on the Event; being inside the car displays without accreditation provided by the Organiser; attending any dinners or events inside the Drive Classics Hotels or at any other location where a Drive Classics dinner or event is hosted; attending the Drive Classics checkpoints; attending Drive Classics parties where they

are not named on the guest list; attending Drivers Briefing, Drivers Registration or any other occasion hosted during then Event.

## **7. Participants Support Cars**

7.1 Support Cars are determined to be a car that gives assistance to participating cars and participants on the rally. These vehicles should hold back and not join the events official convoy.

7.2 Participants of support cars must also pay the entry fee for the event.

7.3 Support Cars are not in any way affiliated with the Event and as such do not require any branding pertaining to the Event, the route, Sponsors, personal sponsors team names or team numbers.

7.4 If you would like to add a support vehicle you must notify Drive Classics at least one month prior to the event you're participating in.

## **8. Hotel Rooms**

8.1 Included in your Entry Fee you will receive one hotel room at each overnight hotel location ("Drive Classics Hotels") on the Event.

8.2 All hotel rooms will consist of either a king bed or twin beds for you and your co-driver to share. If you do not wish to share a room with your co-driver then you may purchase an additional room from Drive Classics or pay the single driver supplement fee.

## **9. Compliance**

9.1 You must comply with all applicable laws and regulations of the country and/or states in which you are travelling ("Applicable Laws"), including without limitation all speed regulations, laws of the road, laws relating to the safety of your vehicle and laws relating to the possession or use of alcohol, drugs or other prohibited substances. If you breach any Applicable Laws, the Organiser reserves the right at its sole discretion and without being subject to any appeal to prohibit you from participating further in the Event without giving any refund.

9.2 You must participate in the Event in the vehicle you stated. You will only be able to participate in another vehicle subject to the Organiser's consent (which it is entitled to withhold in its absolute discretion). If the Organiser does not consent to you participating in a vehicle other than the one stated in the entry form, you shall be refused access to further participating in the Event (and you shall not be entitled to a refund of your Entry Fee).

9.3 The person(s) entering the Event and named on the Entry Form must participate in the Event. If for whatever reason you are unable to participate, your entry place is not transferable.

## **10. Responsibility**

10.1 The Organiser accepts no responsibility or liability for (a) the consequences of you being refused passage and/or entry/exit to or from any country visited en route or (b) any damage that may be caused to your vehicle or damage to or loss of contents in the vehicle when taking temporary control of it.

10.2 Any additional costs incurred on the Event are your own responsibility and the Organiser reserves the right to recover any fees incurred arising out of your actions.

10.3 You must provide vehicle registration plates for both the front and rear of your vehicle. Failure to do so may prevent access to a country. It is your responsibility to ensure that you and your vehicle are compliant with locally applicable laws along the route (including limit weight, width, lighting and visibility). All drivers

must carry their full driving license, vehicle registration documents which are relevant to the country of registration, proof of vehicle tax and insurance and any necessary certificates and/or consents for use of the vehicle on public roads within the country of registration (where relevant). All information that the Organiser requests from you in relation to your own personal details and those of your vehicle must be accurate and complete in all material respects and you warrant to the Organiser that all information which you provide is true and accurate to the best of your knowledge.

## **11. Conduct**

11.1 You must conduct yourself appropriately at all times and abide by all the rules of the hotels and other venues used during the Event.

11.2 When 'checking in' to all hotels a credit card must be provided as a security guarantee against any and all incidental charges and any damage to the hotel property. Any such costs incurred must be paid for by you before 'checking out' or such costs may be automatically debited from your credit card in accordance with the individual hotels policies.

## **12. Intoxicating Substances**

12.1 You must not consume alcohol while driving.

12.2 You must not drive under the influence of alcohol or any other intoxicating substance at any time.

12.3 If the Organiser finds you to be under the influence of alcohol while driving or attempting to drive or under the influence of any illegal or intoxicating substances the Organiser reserves the right to prohibit you from participating further in the Event.

12.4 There will be routine breathalyser checks on participants. The Organiser reserves the right to prohibit you from participating further in the Event if you refuse a breathalyser check.

## **13. Safety**

You must not drive if your ability to do so safely and properly is in any way compromised by illness, lack of adequate rest, or any other condition.

## **14. Indemnity**

It is a condition of your entry to the Event that you agree to indemnify the Organiser, its directors, officers, employees, agents and consultants against any and all claims, lawsuits and causes of action whatsoever or howsoever arising and brought against the Organiser by any third party as a result of your action or participation in the Event, including without limitation, your violation of any Applicable Laws or laws or regulations or your breach of these Terms and Conditions.

## **15. Force Majeure**

15.1 The Organiser, its directors, employees, sponsors, advisors, agents and consultants are not responsible if they cannot fulfil their obligations resulting from this contract (including without limit the holding of the Event or any part of it) in cases of fire, earthquake, epidemic diseases announced by the World Health Organisation, cyclone, flood, aridity, strike, lightning, war in the country, revolution, civil war, terrorist activities and similar troubles, blockade, embargo, confiscation and expropriation, and in other cases defined as Force Majeure by any applicable laws and / or Applicable Laws and regulations.

15.2 The Organiser cannot be held responsible if it is not possible for it to fulfil any one of its obligations or if a delay occurs in fulfilling its obligations due to any reason or situation beyond its will power and control, including but not limited to incidents arising from the operations of law enforcement in any territory, the

general instructions of any relevant official institution, provisions of law, regulation and statute, instructions given by authorised officials such as police and government officials, extraordinary situations, and other force majeure events. For the avoidance of doubt, if the Organiser acting reasonably decides to call off the Event either before the Event or during the Event due to an incident (such as a death or serious injury in connection with the Event, or an event that otherwise naturally detracts from the Event), such event will be considered to be a force majeure event in accordance with this clause and the Organiser will have no liability, in particular and without limitation, to refund the Entry fee or any part of it to any Participant.

## **16. Logos**

16.1 You agree to have the official decal pack applied to your vehicle by Organiser's nominees and to maintain them on your vehicle during the entire Event. This consists of the Drive Classics Rally logo and all official partners and sponsors names and logos as well as your allocated team number.

16.2 You shall not deface, cover up or otherwise obscure such stickers and shall use all reasonable endeavours to keep them visible at all times. Stickers are not permanent and easily removable without damaging vehicle finishes. The Organiser will therefore not be responsible for claims for damage to vehicle finishes as a result of the application or removal of such stickers.

16.3 You shall not be entitled to use any of the Organiser's, partners' or sponsors' logos, trademarks or name for any purpose whatsoever. In particular, you shall not be entitled to use the Drive Classics Rally logo or name on any website or in printed materials.

16.4 The Organiser shall not be responsible for any damage caused to your vehicle during the application or removal of the official decal pack. Any issues should be discussed directly with the company responsible for the application or removal.

## **17. Personal Sponsorship**

17.1 Personal sponsorship for your vehicle is only permitted if you obtain the Organiser's prior written consent at least 30 days prior to the commencement of the Event.

17.2 Subject to obtaining the Organiser's prior written consent as to the identity of your personal sponsor(s), you will be entitled to place your own sponsors/sponsors names, marks and/or logos on your vehicle provided that your sponsor/sponsors does not / do not, in the Organiser's opinion and at its sole discretion, compete or conflict with the Event's Official sponsors.

17.3 Personal logos are to be produced at the cost of the Participant and applied in the designated areas only after the official decal pack has been applied.

## **18. Unauthorised Sponsorship**

18.1 If you arrive at or attempt to participate in the Event with your vehicle, support vehicle displaying the branding of a sponsor that has not been authorised by the Organiser, you will be required at your own cost to remove such branding from your vehicle, failing which you shall be refused access to and participation in the Event (and you shall not be entitled to a refund of your Entry Fee).

18.2 All unapproved branding will be removed immediately by the Organiser without question or notification.

## **19. Copying the Event**

By signing below, you are agreeing that you will not organise, invest in or fund a rally or similar event which attempts to replicate the Event or any of its unique features, activities and components or which seeks to benefit in any way from the Organiser's branding or goodwill. Doing so will result in legal action by the

Organiser and you hereby agree to remain liable for any and all costs incurred by the Organiser on a full indemnity basis.

## **20. Violation of Terms**

If you violate any of the above terms and conditions or refuse to follow the instructions given to you during the Event by the Organiser or any of its employees or nominees, you may be prohibited from further participation in the Event.

## **21. Image Rights**

21.1 By participating in the Event you consent to be photographed and to be included in the filming of footage documenting the Event.

21.2 You hereby waive any and all rights of publicity or privacy and grant the Organiser a royalty-free license to utilise your appearance in the Event in any and all manner and media throughout the world in perpetuity.

21.3 You further agree that the Organiser has the sole discretion to use or refuse to use any photographs or footage in which you appear, and that if the Organiser does use such photographs or footage, it may be edited at the Organiser's sole discretion.

21.4 You consent to the use of your name, image, likeness, voice and biographical material about you in connection with any and all footage, publicity and related promotional material and for any and all publicity and promotional purposes.

21.5 You expressly release the Organiser, its directors, officers, agents, employees, consultants, licensees and assignees from and against any and all claims which you have or may have for invasion of privacy, defamation or any other cause of action arising out of the production, distribution, broadcast or exhibition of photographs, footage or any promotional materials.

## **22. Personal Filming**

22.1 You are entitled to take photographs and film footage of your participation in the Event for non-commercial purposes only (that is for personal and private use only).

22.2 You are not entitled to reproduce or use photographs or footage of the Event on any website for a commercial purpose, in any printed media or matter or in any television programme without first obtaining the prior written consent of the Organiser.

22.3 In all circumstances (both commercial and non-commercial) you agree not to photograph, record, reproduce, publicise digitally or in printed media any road traffic accidents, which may occur during the Event.

## **23. Media Appearances**

23.1 You shall not be entitled to arrange or conduct any media appearances or make statements to the press relating to your participation in the Event without obtaining the prior written consent of the Organiser.

23.2 In the event that any press statements or media appearances are issued or required in any way in connection with your participation in the Event, you will co-operate fully with the Organiser in such activities.

## **24. Change of Terms**

24.1 The Organiser reserves the right to change these terms and conditions from time to time subject to notifying you of the changes.

24.2 You shall be deemed to have accepted the amended terms and conditions by participating in the Event and / or by signing above.

#### **25. English Law**

English law governs these terms and conditions, and you hereby irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any disputes arising from the terms of this agreement including non-contractual disputes and in relation to its subject matter or formation

#### **26. Entire Agreement**

These Terms and Conditions of Entry, the Waiver and the Entry Requirements Form constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement reached between the parties whether in oral or written form.

#### **27. Confidentiality**

You agree to keep confidential, and not disclose to any third party, details of any incidents that occur during the Event including, without limitation any and all details of any road traffic accidents that may occur during the Event.



[www.driveclassics.club](http://www.driveclassics.club)  
[www.driveclassics.co](http://www.driveclassics.co)