

APEX100 RALLY TERMS AND CONDITIONS OF ENTRY

1. General Information :

1.1 The APEX100 Rally (the “Event”) is not a race or a competition.

1.2 You must not compete in any manner with other Participants. 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 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 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. Age :

The event is open to participants of any age. The driver must have a full license, while the co-pilot(s) do not necessarily need one. However, if the co-pilot(s) are under 18 years old they will not be able to attend the parties but will be able to participate in all other activities.

3. License and Passport :

You must hold a current, valid and unrestricted driver’s license that will be accepted in any and all countries and a current and valid passport together with the relevant visa(s) for each country visited on the Event during the route. It is your own responsibility to ensure you are in possession of the correct documents you may require for the Event.

4. Insurance :

4.1 You must obtain and maintain appropriate insurance to cover your participation in the Event, this is your sole responsibility.

4.2 You may be required to provide proof of insurance at registration. When participating in the event you must ensure you carry a copy of your insurance with you.

5. Entry Fee :

5.1 The “Entry Fee” for the Event is a minimum per person price with a minimum of two people per car for the full rally. The event prices are detailed on www.Apex100.club and includes two people only per car.

5.2 You are responsible for paying the Entry Fee, plus any additional fees or fines which may arise and the fees for any additional co-driver in your vehicle. Any Unauthorised Participants in your car who are identified as not paying the correct Entry Fees will be removed from the Event and you will be invoiced with payment required within seven days of invoice (see section 8).

5.3 All deposits and any other payments are non refundable.

5.4 If you do not pay your entry fee on the specified dates your team will be removed from the event with no refund.

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

6. Refunds :

6.1 If you have to withdraw from any Modball event for any reason you should notify the Organiser immediately.

6.2 You agree from the date your Deposit and Entry Fee is received by the Organiser any or part of the Entry Fee you have paid will be non-refundable under any circumstances.

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

7. Transferal of Entry Fee :

7.1 Once the Entry Fee has been paid this fee is non transferable to any other future Events or as any part payment of any future Events held by the Organiser.

7.2 If you want to transfer your place to another individual then you must inform the Organiser in writing at least one month before the Event. The Organiser reserves the right to approve the proposed transferee.

8. Unauthorized Participants :

8.1 To participate in the Event you must pay the per person Entry Fee.

8.2 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.

8.3 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.

8.4 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.

8.5 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 Apex100 Hotels or at any other location where Apex100 dinner or event is hosted; attending the Apex100 checkpoints; attending Apex100 parties where they are not named on the guest list; attending Drivers Briefing, Drivers Registration or any other occasion hosted during then Event.

9. Personal Acquisitions :

The Entry Fee into the Event does not include personal acquisitions and / or disbursements including without limitation, petrol, telephone bills, tolls 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.

10. Support Cars :

10.1 Support Cars are determined to be a car that gives assistance to participating cars and participants on the rally.

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

10.3 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.

10.4 If you would like to add a support vehicle you must notify Apex100 at least one month prior to the event you're participating in. They will only be accepted if there is space available.

11. Hotel Rooms :

11.1 Included in your Entry Fee you will receive one hotel room at each overnight hotel location ("Apex100 Hotels") on the Event.

11.2 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 Apex100.

12. Compliance :

12.1 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.

12.2 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).

12.3 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 but you may transfer your place to another individual as outlined in Clause 7.

13. Responsibility :

13.1 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 pursuant to paragraph 4.5.

13.2 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.

13.3 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.

14. Conduct

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

14.2 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.

15. Intoxicating Substances :

15.1 You must not consume alcohol while driving.

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

15.3 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.

16. 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.

17. 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.

18. Force Majeure :

18.1 The Organiser, its directors, employees, sponsors, advisors, agents and consultants are not responsible if they cannot fulfill 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.

18.2 The Organiser cannot be held responsible if it is not possible for it to fulfill 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.

19. Logos :

19.1 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 Apex100 Rally logo and all official partners and sponsors names and logos as well as your allocated team number.

19.2 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.

19.3 You shall not be entitled to use any of the Organiser's, partners' or sponsors' logos, trade marks or name for any purpose whatsoever. In particular, you shall not be entitled to use the Apex100 Rally logo or name on any website or in printed materials.

19.4 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.

20. Personal Sponsorship

20.1 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.

20.2 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.

20.3 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.

21. Unauthorised Sponsorship :

21.1 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).

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

22. 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.

23. Refusal :

23.1 The Organiser reserves the right to refuse your entry or participation prior to and during the Event at any time and for any reason whatsoever (without being obliged to disclose the reason).

23.2 In case of the cancellation of the Event or the refusal to allow you to participate further, no refund of the Entry fee will be made.

24. Image rights :

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

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

24.3 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.

24.4 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.

24.5 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.

25. Personal Filming :

25.1 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).

25.2 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.

25.3 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.

26. Media Appearances :

26.1 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.

26.2 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.

27. Change of Terms :

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

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

28. Moroccan Law :

Moroccan law governs these terms and conditions, and you hereby irrevocably submit to the exclusive jurisdiction of the Courts of Morocco 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

29. Service Agent :

You irrevocably appoint the person you have named above as your agent to receive on your behalf of any proceedings under clause 29 above. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by you) and shall be valid until such time as the Organiser has received prior written notice that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address , you shall forthwith appoint a substitute acceptable to the Organiser and deliver to us the new agent's name and address and fax number and email .

30. 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.

31. Confidentiality :

You agree to keep confidential, and not disclose to any third party, details of any incidents that occur during the Event.

WAIVER :

Release and Waiver of Responsibility

1. Risks Associated with Participation :

I acknowledge and accept that participation in an event such as the Apex100 Rally (the “Event”) is potentially dangerous and that there are numerous risks associated with my participation. Such risks and dangers include, but are not limited to, traffic accidents, collisions with pedestrians, vehicles, other drivers, and/or fixed or moving objects, and the negligence of other drivers. Further, I fully understand and accept that my participation in the Event may result in serious bodily injury and/or death to myself, or others. I further realise and understand that the route of the Event will require driving on public roadways upon which the hazards of travelling are to be expected. Further, I realise that participation in the Event will require strenuous physical exertion, as participants will be required to drive for very long periods of time over several days, including the risk of driving through inclement weather.

2. Assumption of the Risks :

With full knowledge and understanding of the risks associated with my participation in the Event, I enter the Event voluntarily and fully accept and assume every such risk for loss, damage, or personal injury (including death).

3. Compliance with Terms and Conditions :

I agree to comply with all the Event’s terms and conditions of entry. I acknowledge and understand that the Organiser of the Event will use reasonable efforts to ensure that all other participants abide by the terms and conditions of entry, but that it cannot guarantee that the participants will abide by these terms and conditions.

4. Release of Liability :

In consideration for being permitted to participate in the Event, I hereby waive, release, and forever discharge, for myself, my heirs, executors, administrators and legal representatives, any and all rights and/or claims which I have, may have, or may hereafter accrue to me against the Organiser, its officers, directors, employees, consultants, agents and event sponsors for any and all damages, personal injuries (including death), and/or claims which may be sustained by me or my vehicle directly or indirectly arising out of my participation in the Event (including the application of emergency or

medical services

at the Event) even if the damages, injuries (including death), and/or claims are caused by the negligence of those persons listed above or otherwise (including out of the transportation of my vehicle by air arranged by the Organiser) save that nothing in these Terms and Conditions shall be construed as excluding or limiting the Organiser's liability for personal injury or death arising from its negligence or the negligence of persons under its control. Further, I covenant not to sue the Organiser, its officers, directors, employees, consultants, agents and Event sponsors for any and all damages, personal injuries (including death), and/or claims which may be sustained by me directly or indirectly arising out of my participation in the Event. This release and discharge includes, but is not limited to, claims for personal injury, death, property damage, economic loss, breach of contract, lost wages, contribution indemnity, indemnity, punitive damages, negligence, or any other legally recognisable claim arising out of my participation in the Event (including all legal costs associated with such claims).

5. Indemnity :

I hereby agree to release, defend, indemnify, and hold harmless the Organiser, its officers, directors, employees, consultants, agents, Event sponsors and licensees and assigns from and against any and all claims, demands, damages, suits, liabilities or actions arising directly or indirectly out of my actions or

otherwise from my participation in the Event whether made or claimed during or after the Event, including all associated costs and expenses and any amounts which the Organiser may pay as a settlement or compromise of any such claims or liabilities. I have read this waiver, fully understand its terms, and understand that I have given up substantial rights by signing it. I have done so freely and without inducement, coercion, or duress. I intend this waiver to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that, if any portion of this waiver is held to be invalid, the balance of the waiver shall continue in full force and effect. Please note that by completing the entry form and accepting these terms and conditions you are concluding a legally binding agreement with us to participate in the Event on these terms and conditions.

By making payment and booking your place, you accept and acknowledge that:

- a) you have read and fully understand the Terms and Conditions contained within this Agreement;
- b) you agree and abide to the Terms and Conditions contained within this Agreement;
- c) you have read, fully understand and accept the terms of the Waiver;
- d) you acknowledge and accept that you have had the opportunity to take independent legal advice prior to signing this Agreement .