

## GENERAL TERMS & CONDITIONS

### PERTAINING TO THE RIGHTS AND DUTIES OF REPORTERS PARTICIPATING AT AN EVENT

These general terms and conditions (hereinafter referred to as the "GTC"), are issued by commercial company SLOVAKIA RING AGENCY, s.r.o., registered seat: Orechová Potôň 800, 930 02 Orechová Potôň, Identification Number of Organisation: 44 407 793, registered in the Business Register of the District Court Trnava, Section: Sro, Insert No. 50310/T, Tax Identification No.: 2022690934, VAT identification No.: SK2022690934, e-mail: info@slovakiarings.sk, telephone: +421 917 544 227, website: www.slovakiarings.sk (hereinafter also referred to as "AGENCY") in accordance with the provisions of Act No. 40/1964 Coll. Civil Code as amended (hereinafter referred to as the "Civil Code") and Act no. 513/1991 Coll. Commercial Code, as amended, to regulate in particular the mutual rights and duties arising between AGENCY as the organizer of Event and Reporter.

#### 1. Interpretation

- 1.1. **REPORTER** means a person who has registered for a specific event organized by the AGENCY by filing an electronic application form for reporters, which is available in the electronic form on the website www.slovakiarings.sk and who is at the same time a holder of an Accreditation Pass for a specific Event. The term Reporter shall mean both Commercial Reporter and Non-Commercial Reporter.
- 1.2. **COMMERCIAL REPORTER** means a reporter who is not in an employment or similar relationship with any media (television, radio, press, internet etc.) and does not provide services to any media on the basis of a special contract.
- 1.3. **NON-COMMERCIAL REPORTER** means a reporter who is in an employment or other similar relationship with at least one of the media (television, radio, press, internet, etc.) or provides services to a media on the basis of a special contract.
- 1.4. **ACCREDITATION PASS** means a physical card issued for a specific Reporter by AGENCY or Other Event Promoter for a specific Event, on the basis of which the Reporter is entitled to participate at a specific Event in accordance with the provisions of these GTC.
- 1.5. **EVENT** means a motorsport, sports, cultural or social event organized by AGENCY or Other Event Promote, for which the Reporter has registered himself/herself through filing the electronic form for reporters, which is available in the electronic form on the website [www.slovakiarings.sk](http://www.slovakiarings.sk).
- 1.6. **AGENCY** means the commercial company SLOVAKIA RING AGENCY, s.r.o., registered seat: Orechová Potôň 800, 930 02 Orechová Potôň, Identification Number of Organisation: 44 407 793, registered in the Business Register of the District Court Trnava, Section: Sro, Insert No. 50310/T, Tax Identification No.: 2022690934, VAT identification No.: SK2022690934, e-mail: info@slovakiarings.sk, telephone: +421 917 544 227, website: [www.slovakiarings.sk](http://www.slovakiarings.sk), which is the organizer of the Event.
- 1.7. **OTHER EVENT PROMOTER** means an organizer of Event different from AGENCY.
- 1.8. **GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC (General Data Protection Directive) (text with EEA relevance).
- 1.9. **PERSONAL DATA PROTECTION ACT** means Act No. 18/2018 Coll. on the Protection of Personal Data and on the Amendment of Certain Laws.

## 2. Rights and duties of the Reporter

- 2.1. Reporter acknowledges that by entering an Event on the basis of the issued Accreditation Pass, he/she expresses his/her consent with the provisions of these GTC and at the same time declares that he/she has read them thoroughly, understands their content and considers them to be legally binding on him/her.
- 2.2. AGENCY by issuing the Accreditation Pass grants the Reporter the consent to enter selected parts of the motor racing circuit SLOVAKIA RING (Automotodróm Slovakia Ring) in Orechová Potôň (hereinafter referred to as the "Motor Racing Circuit") as specified in clause 2.6 of these GTC, during those parts of the Event intended for the general public. Accreditation Pass entitles the Reporter to use the "shuttle service" during the Event.
- 2.3. The rights associated with the Accreditation Pass may be exercised by the Reporter by submitting a valid Accreditation Pass (neither damaged nor stained to the extent of preventing or substantially impairing the identification of Accreditation Pass and/or its authorized holder) together with his/her identity card at the entrance to the Motor Racing Circuit and in the control centres for the individual services. In the event of failure to submit the Accreditation Pass and the identity card according to the previous sentence, AGENCY shall not be obliged to make Selected Parts of the Motor Racing Circuit accessible to the Reporter or to provide the above-mentioned services to him/her, and no claim of the Reporter to any compensation and/or indemnification shall arise. The Reporter shall immediately report to the AGENCY the loss of Accreditation Pass and/or its theft and/or damage and/or staining to the extent of preventing or substantially impairing the identification of Accreditation Pass and/or its authorized holder. Reporter shall be liable to AGENCY for any damages caused by breach of duties specified in the preceding sentences of this clause.
- 2.4. Reporter acknowledges that Accreditation Passes are the exclusive property of AGENCY or Other Event Promoter and that they are not transferable to any other person without the express prior written consent of AGENCY or Other Event Promoter.
- 2.5. During his/her presence on the premises of the Motor Racing Circuit, the Reporter is entitled to (i) observe the course of the Event, (ii) from places marked by AGENCY as "places designated for photography" personally take static photographs (unless the Reporter has TV accreditation) capturing the course of races at the Event and parts of the Motor Racing Circuit (hereinafter referred to as the "**Records**"), (iii) use the services of "shuttle service" if available operated by AGENCY and (iv) be present at and observe the interim results from a room designated by AGENCY for media representatives (media centre).
- 2.6. If the Reporter has been issued an Accreditation pass marked MEDIA, the Reporter is entitled to enter the following premises of the Motor Racing Circuit: paddock, media centre, terrace next to the media centre; in the event that the MEDIA Accreditation Pass has been issued together with the SLOVAKIA RING Photo Vest (or other approved photo vest), the Reporter is additionally allowed to enter: pit lane, places designated for photography, racetrack (but always in a manner that at any time steel barriers separate the Reporter from the racetrack) and the starting grid. Access to service roads around the racetrack is only possible with SLOVAKIA RING Photo Vest (or other approved photo vest) (hereinafter referred to as "**Selected Parts of the Motor Racing Circuit**"). Reporter is strictly prohibited from entering other parts of the Motor Racing Circuit. Reporter shall also immediately leave the Selected Parts of the Motor Racing Circuit if he/she receives such an instruction from AGENCY, persons authorized by AGENCY (including flag marshals, security personnel, emergency rescue personnel, rapid technical support personnel or media delegates).
- 2.7. **Non-Commercial Reporter** shall provide AGENCY with the Records of Event at the request of the AGENCY in full resolution, no later than 10 calendar days from the delivery of the request of AGENCY. Non-Commercial Reporter is entitled to use the Records only for information purposes, exclusively in the medium identified in the Reporter's Declaration, and Non-Commercial Reporter shall ensure the publication (in accordance with the below stated requirements) of at least one extended report of the Event together with at least one photographic Record of the Event. Non-Commercial Reporter shall deliver the published report and/or Record to AGENCY no later than 5 calendar days after their publication. Failure of Non-Commercial Reporter to observe duties arising from this clause of GTC may constitute a ground for not allowing Non-Commercial Reporter and/or other persons from the media identified by Non-Commercial Reporter in his/her declaration to participate at Events

organised by the AGENCY. Non-Commercial Reporter in the course of preparation and subsequent use of Record shall observe the valid legislation of the Slovak Republic including the relevant provisions of Act No. 40/1964 Coll. Civil Code regulating the protection of personality. Non-Commercial Reporter is obliged, if necessary, to obtain the consent of the persons (legal and natural) affected by the Records himself/herself at his/her own expense. Non-Commercial Reporter shall refrain from using or permitting the use of any Record for commercial purposes with the exception of the media identified in the Reporter's Declaration without AGENCY's specific prior written consent to use a particular Record for a specific purpose. Non-Commercial Reporter shall ensure that the Records are not disseminated, exhibited, made available, published or used in other way than by publishing them in the media identified by Non-Commercial Reporter in Reporter's Declaration. Non-Commercial reporter shall refrain from performing any commercial and/or advertising activities on the premises of the Motor Racing Circuit.

- 2.8. Commercial Reporter** shall pay a one-time fee in the amount specified by AGENCY for a specific Event on the day his/her Accreditation Pass is issued prior to entering the Event. Commercial Reporter shall observe the valid legislation of the Slovak Republic including the relevant provisions of Act No. 40/1964 Coll. Civil Code regulating the protection of personality. Commercial Reporter is obliged, if necessary, to obtain the consent of the persons (legal and natural) affected by the Records himself/herself at his/her own expense.
- 2.9.** Reporter participates in the Event and enters the premises of Motor Racing Circuit (including Selected Parts of the Motor Racing Circuit) **at his/her own peril**. Reporter confirms that he/she assumes full liability for any damages and injuries caused by him/her during his/her presence on the premises of the Motor Racing Circuit. Reporter declares that he/she will take all necessary measures to minimize the risk of injury to his/her person and persons in his/her vicinity, as well as to persons moving along the racetrack of the Motor Racing Circuit and will follow the instructions given to him/her by the authorized persons of AGENCY. Reporter confirms that he/she has been informed by the AGENCY of the possible dangers associated with motorsport, the nature of the track on which the races take place, including safety and other risks and hazards associated with its use. Reporter confirms that he/she is aware of the increased risk of accidents in the area around the racetrack and the pit lane. Reporter undertakes to ensure the supervision of things brought onto and deposited within the premises of the Motor Racing Circuit himself/herself at his/his own expense.
- 2.10.** Reporter acknowledges that **the use of drone(s) or any similar device is expressly prohibited** on or above the premises of the Motor Racing Circuit without the specific written permission of AGENCY.
- 2.11.** The Reporter shall **comply with all orders, directions and instructions of AGENCY** and authorized personnel of the AGENCY (including flag marshals, security personnel, emergency rescue personnel, rapid technical support personnel) including safety regulations, flag and traffic light signalling etc. Reporter shall further observe the Operating Regulations of AGENCY, obligations arising for the participants, visitors and/or spectators of the Event from the document Special Event Provisions, obligations arising for participants and/or spectators of the Event from the FIA International Sporting Code (MŠP FIA) and the National Sporting Code issued by the Slovak Motorsport Association (Národný športový poriadok Slovenskej asociácie motoristického športu, NŠP SAMŠ).
- 2.12.** Reporter acknowledges that AGENCY is entitled to expel the Reporter from the premises of Motor Racing Circuit at any time (even without giving any reason) and to revoke his/her Accreditation Pass and in connection with this the Reporter shall have no right to any compensation and/or indemnification.
- 2.13.** Reporter acknowledges and agrees that entry onto the premises of the Motor Racing Circuit (and thus to Selected Parts of the Motor Racing Circuit) may be conditioned upon proving identity and/or proving the right to enter the premises and/or inspection of items brought in and/or taken from the premises of Motor Racing Circuit by the Reporter. Reporter acknowledges and agrees that the control of the eligibility to enter the premises of the Motor Racing Circuit and the inspection of items brought in and/or taken from the premises of Motor Racing Circuit by the Reporter shall be performed by AGENCY and/or a third party authorized by it. Reporter furthermore acknowledges that the premises of the Motor Racing Circuit can be constantly monitored by video or audio recording (camera system). Reporter agrees to the making of video or audio recordings pursuant to the previous sentence. Reporter also authorises the use of such records for the purposes of any

judicial, criminal, administrative or other proceedings (including its use as piece of evidence), as well as in any other proceedings conducted by government and public authorities.

- 2.14.** If AGENCY shall be obliged to pay damages and/or provide financial satisfaction for infringement of personality rights to any natural or legal person for interfering with the personal rights of natural person and/or similar rights of a legal person in causation with the Reporter's actions, Reporter undertakes to indemnify AGENCY for any such damages and/or financial satisfactions for infringement of personality rights without any delay but no later than 14 calendar days from the delivery of the request of AGENCY to the Reporter for indemnification for the damages and/or financial satisfaction for infringement of personality rights.

### **3. Final provisions**

- 3.1.** GTC as well as rights and duties arising from these GTC are governed by Slovak law, namely by the provisions of Act No. 513/1991 Coll. Commercial Code as amended and provisions of Act No. 40/1964 Coll. Civil Code as amended. The contracting parties have agreed that this provision (its relevant part) constitutes an agreement under Section 262 (1) of the Commercial Code.
- 3.2.** The Reporter hereby grants AGENCY, in accordance with the GDPR and the Personal Data Protection Act, consent to the processing of his/her name, surname and email address and identification of Media for the purpose of (a) registration of media representatives at the Event, (b) his/her inclusion in the database (information system) managed by AGENCY, (c) provision of services and the execution of transactions by AGENCY, (d) preparation of AGENCY's internal analyses and statistics, (e) notifications and/or notices about events and/or services provided by AGENCY, which shall include sending of written documents to aforementioned contact addresses, (f) the use of such information by AGENCY for marketing purposes and furnishing it to third parties who will cooperate with AGENCY in the organization of an event and to whom AGENCY shall mandate the execution of marketing activities for the benefit of the AGENCY, as well as (g) for purposes prescribed by binding legislation as well as for the purposes of archiving of this statement. The consent under this clause is granted by Reporter for a period of 5 years from the date of signing of the Reporter's Declaration. Reporter may revoke his/her consent to the processing of the data in writing by delivering a written revocation of consent to the AGENCY.
- 3.3.** AGENCY is entitled to unilaterally amend or supplement these GTC, while binding upon the Reporter are those GTC that were effective at the time of issuing the Accreditation Pass. The new GTC come into effect and replace the previous GTC from the date of their publication on the website [www.slovakiaringsk](http://www.slovakiaringsk) or from the effective date specified in the new GTC, whichever occurs later.
- 3.4.** These GTC come into effect on 02.05.2022.
- 3.5.** Disputes or disagreements as to the interpretation or performance under these GTC will be resolved by mutual negotiations. In the event that no amicable settlement of the dispute is achieved, the resolution of the dispute shall be within the exclusive jurisdiction of the Slovak general courts.
- 3.6.** If any of the provisions of these GTC later prove to be invalid or unenforceable, this invalidity or unenforceability does not affect the validity and enforceability of the other provisions of these GTC. The Contracting Parties shall, without undue delay after learning that any of the above provisions are affected by invalidity or unenforceability, replace the provision in question with a new provision, the content of which shall, as far as possible, be in accordance with the objective of the invalid or unenforceable provision.

In Bratislava, on 02.05.2022