Terms and Conditions / Legal Notice

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This post is also available in: Deutsch (German) English Nederlands (Dutch)

A : Contents of this website

1. **Limitation of liability**

   The content of this website has been compiled with the utmost care. However, the provider accepts no responsibility for the accuracy, completeness, or timeliness of the content provided. Use of the content of the website is at the user's own risk. Contributions identified by name reflect the opinion of the respective author and not always the opinion of the provider. The mere use of the provider's website does not constitute a contractual relationship between the user and the provider.

2. **External links**

   This website contains links to third-party websites ("external links"). These websites are subject to the liability of their respective operators. When the external links were first established, the provider checked the third-party content for any legal violations. At that time, no legal violations were apparent. The provider has no influence whatsoever on the current and future design and content of the linked pages. The inclusion of external links does not mean that the provider endorses the content behind the reference or link. Constant monitoring of external links is not reasonable for the provider without concrete evidence of legal violations. However, if legal violations become known, such external links will be deleted immediately.

3. **Copyright and ancillary copyright**

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   The display of this website in external frames is only permitted with written permission.

4. **Privacy Policy[1]**

   When you visit the provider's website, information about your visit (date, time, pages viewed) may be stored. This data is not personal data, but is anonymized. It is evaluated exclusively for statistical purposes. It is not passed on to third parties for commercial or non-commercial purposes.

   The provider expressly points out that data transmission over the Internet (e.g. when communicating by e-mail) may be subject to security vulnerabilities and cannot be completely protected against access by third parties.

   The use of contact details in the legal notice for commercial advertising is expressly not desired, unless the provider has given its prior written consent or a business relationship already exists. The provider and all persons named on this website hereby object to any commercial use and disclosure of their data.

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Special Terms of Use[2]

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5.

Insofar as special conditions for individual uses of this website deviate from the aforementioned points 1 to 4, this will be expressly pointed out at the appropriate place. In this case, the special conditions of use apply in each individual case.

B : Grounds rules

The following rules apply for the duration of the event on the entire event site and in all parking lots where the organizer charges parking fees. The rules apply to visitors, drivers and their teams, functional staff of the organizer and its contractual partners, press and media representatives, and all other persons as long as they are on the event site.

1. Camping on the event grounds is only permitted for registered drivers and their teams, as well as for customers who have purchased a camping ticket in addition to their weekend ticket.
2. The announcements made by the track announcer must be followed.
3. Only registered drivers, their teams, and the organizer are permitted to drive on the event grounds or park vehicles there.
4. In the paddock and on the way to the start, all vehicles must be driven at walking speed at most.
5. There is a strict ban on alcohol (zero alcohol limit) for all persons driving motorized vehicles on the event grounds.
6. Driving on the race track outside of official training and competition runs is prohibited.
7. The registered driver is responsible for keeping the assigned plot in the paddock clean.
8. Changing oils, hydraulic fluids, or coolant on the event grounds is prohibited. Refilling the aforementioned fluids is permitted if a suitable surface (e.g., plastic sheeting) is used to prevent dripping fluids from contaminating the ground.
9. All drivers must leave the area allocated to them in the paddock free of soil contamination (oil, coolant, food residues, etc.) and rubbish. Rubbish bags are available from the start office for a deposit. The deposit will be refunded when the rubbish bags are returned to the designated collection point.
10. The number of available power connections in the paddock and camping area is limited. In the spirit of mutual consideration and motorsport fairness, all drivers and teams share the available connections. Individual drivers or teams are not entitled to exclusive use of a connection.
11. Only persons with a special pass are permitted to remain in the start and pre-start areas. The special pass must be worn in a clearly visible manner.

In the event of culpable violations of the site regulations, the person concerned may be expelled from the event grounds and excluded from participating in the race.

C : Ticket sales

Conclusion of the contract

1. **Contracting parties**

   The contract is concluded exclusively between the purchaser of the ticket, hereinafter referred to as the customer, and the organizer.

2. **Contract content**

   The contractually agreed services are determined by these General Terms and Conditions and the content of the organizer's website (www.jade-race.com), provided that these are expressly offered in connection with the event. In addition, the house and/or site rules applicable to the event site apply.

3. **Conclusion of contract/Order process**

   All information on the organizer's websites or other media merely constitutes an invitation to the customer to submit a contractual offer. The binding offer to conclude the purchase contract is made by the customer. This is done either by handing in the completed order form at the organizer's start office or by sending the data from the electronic order

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form on the organizer's website www.jade-race.com by clicking on the "Book" button. The organizer is not obliged to accept the offer. The electronic order is confirmed by sending an email to the email address provided. This does not constitute acceptance of the contract, but merely confirms receipt of the customer's order. The contract between the customer and the organizer is only concluded once payment has been made by the customer. If the organizer determines that the ticket ordered is no longer available, the customer will be informed immediately by email, and any payments already made for the ticket will be refunded to the customer.

Prices/Payment terms/Delivery

1. **Prices**

   The ticket price shown includes the statutory value added tax.

2. **Payment**

   The total price of the order is due for payment upon conclusion of the purchase contract. The customer pays the purchase price in advance. Payment is made in cash at the organizer's start office or by bank transfer to the organizer's account.

Right of withdrawal and cancellation/Postponement/Termination

1. **Right of withdrawal**

   The customer has no right of withdrawal under Section 312d of the German Civil Code (BGB), as this is not a distance contract.

2. **Right of withdrawal**

   Statutory rights of withdrawal due to a breach of duty for which the organizer is responsible remain unaffected.

3. **Postponements**

   The times planned by the organizer for individual program items of the event are to be understood as guidelines only. The customer shall not be entitled to a reduction or refund of the purchase price due to postponements, time reductions, or the cancellation of individual program items.

4. **Cancellation of an event**

   If the event is canceled in whole or in part, a refund of the purchase price is generally excluded, unless the organizer is responsible for the cancellation.

5. **Exclusion of the customer from participation**

   The customer may be excluded from participating in the event in whole or in part by the organizer if the customer violates the conditions of participation, or in the case of racing events, the regulations or the house/grounds rules or verbal instructions of the organizer. The customer may be excluded from participating in the event in whole or in part by the organizer if the customer commits criminal acts during the event or endangers the safety or orderly conduct of the event. A safety hazard is generally assumed to exist if the customer brings weapons, fireworks, or other dangerous objects onto the event grounds. The customer may be excluded from participating in the event in whole or in part by the organizer if the customer makes racist, sexist, violence-glorifying, or inhuman statements or representations in public, including outside the event grounds, or if he damages the reputation of the event in public in any other way. If the customer is excluded from participating in the event for one or more of the reasons listed in IV 5., the customer

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shall not be entitled to a reduction or refund of the purchase price.

Rules of conduct at the event venue

1. During the events, the instructions of the organizer must be followed (see above under “Site rules”).

limitations of liability

Participants take part in the events at their own risk. They bear sole responsibility for any damage caused by them and their employees or assistants with the vehicles used, unless an exclusion of liability has been agreed. By submitting this entry, applicants and drivers declare that they waive any claims of any kind for damages arising in connection with the event against the FIA, the CIK, the FIM, the UEM, the DMSB, the member organizations of the DMSB, Deutsche Motor Sport Wirtschaftsdienst GmbH, their presidents, bodies, managing directors, secretaries general, the ADAC districts, the promoter/series organizer, the organizer, the marshals, the race track owners, authorities, race services, and all other persons associated with the organization of the event, the road construction authority, insofar as damage is caused by the condition of the roads and accessories to be used during the event, and the vicarious agents and assistants of all the aforementioned persons and bodies, except for damage resulting from injury to life, limb, or health caused by an intentional or negligent breach of duty, including by a legal representative or vicarious agent of the group of persons exempt from liability, and except for other damage resulting from an intentional or grossly negligent breach of duty – including by a legal representative or vicarious agent of the group of persons exempt from liability; against other participants (applicants, drivers, passengers), their assistants, the owners, keepers of other vehicles, their own applicants, their own drivers, passengers (unless otherwise agreed between applicants, drivers, passenger(s) take precedence!) and their own helpers, they waive any claims of any kind for damages arising in connection with the competition (training, races), except for damages resulting from injury to life, limb, or health based on an intentional or grossly negligent breach of duty—including by a legal representative or vicarious agent of the exempted group of persons— and except for other damages resulting from an intentional or grossly negligent breach of duty – including by a legal representative or vicarious agent of the group of persons exempt from liability.

The disclaimer shall become effective for all parties involved upon submission of the entry. It applies to claims on any legal basis, in particular to claims for damages arising from contractual and non-contractual liability, as well as to claims arising from tort. Implied disclaimers remain unaffected by the above disclaimer clause.

Data protection consent form (mention of Jade Race)

I consent to Jade-Race UG using the data collected in this entry form for the following purposes in addition to the execution of the contract:

Publication of participant and results lists (including on the Internet), transmission to the DMSB e.V. (German Motor Sport Federation) in the event of damage, as well as to series for which the event is evaluated (see event announcement) and for statistical purposes, self-promotion, or organizer advertising. By submitting image material, the participant declares their consent to its unrestricted, royalty-free use, exploitation, or publication by the organizer. In addition, participants declare their consent to the taking of photographs and filming during the event and to the granting of free broadcasting, public reproduction, recording, duplication, and editing rights with regard to themselves, any accompanying persons, all of whom have been informed in advance by the participant, or the film or photo recordings made of their vehicles. In addition to use for reporting on the event, the participants, and the results in print, radio, TV, and online media, such as, in particular, websites and Facebook, the granting of rights also includes the use of the recordings for the purposes of self-promotion or organizer advertising.

Note: If this declaration of consent is not provided, participation in this event is not possible. You can revoke your consent at any time for the future by contacting Jade-Race UG, Wilhelm-Springer-Str. 11, D-26316 Varel, info@jade-race.com. If the participant is still a minor or does not have full legal capacity, the legal guardian assures that he or she has sole custody or is authorized to make this declaration bindingly on behalf of any other legal guardians. When signing on behalf of legal guardians, the full name and address must be provided.

D: Final provisions

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1. **Jurisdiction**

   The place of jurisdiction is the registered office of the organizer.

2. **Severability clause**

   Should individual provisions of the contract be or become wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions of the contract and these General Terms and Conditions.

As of: April 1, 2016

Jade-Race UG (haftungsbeschränkt)
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