



**Garage / Boxes:**

NOT included in the entry- and/or registration fee!

I wish to reserve garage/box:  Yes  No

Garage fee: 500 Euro + 20 % VAT per box/weekend

Payment term: To be paid latest the 5<sup>th</sup> of April 2019 together with the entry fee

**Invoice address:**

Same as "Driver's address"  Private  Company

Name: \_\_\_\_\_ VAT-no.: \_\_\_\_\_

Address: \_\_\_\_\_ Contact person: \_\_\_\_\_

Post code \_\_\_\_\_ E-mail: \_\_\_\_\_

/ Town: \_\_\_\_\_ Phone: \_\_\_\_\_

Country: \_\_\_\_\_

**I wish to enter for this BOSS GP event and I hereby declare with my signature that I understand and accept the following:**

- BOSS GP is a "gentle man" series for passionate Big Open Single Seater drivers who want to race together on Europe's best circuits under safe and respectful circumstances.
- BOSS GP's classification allows different type of cars, slower and quicker, on the circuits at the same time. The drivers commit themselves to adapt the speed so that no unnecessary risks will appear. Sense, attention, respect and discipline are requested at any time - also by closed visor!
- the Sporting & Technical Regulations 2019 of the BOSS GP series including their current additions (bulletins).
- the enclosed non-liability clause and arbitration agreement.
- the BOSS GP – Privacy Policy.

I declare that I expressly agree with all the above rules and information. I also agree, that, if my understanding in the above mentioned rules and information changes in any way, the race management of BOSS GP GmbH is entitled to exclude me from the competition.

Date and Drivers signature:

Date and Entrants signature:

\_\_\_\_\_

**Notification** - Contact information of relative or person to be notified in event of a serious accident.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Relationship: \_\_\_\_\_ Mobile: \_\_\_\_\_

**Closing date for entry application is the 29<sup>th</sup> of March 2019!**

**Send the registration form to:**

E-mail: [race@bossgp.com](mailto:race@bossgp.com)

Fax: +43 662 622239

## Non-liability Clause

The participants are aware of, understand and fully accept the risks and dangers involved in motor racing. Should a participant be injured during an event, he explicitly declares through his entry for the event that he approves all medical treatment, rescue and transportation to hospital or other emergency facilities. Such measures will be adopted by personnel appointed specifically for this purpose by the promoter, to the best of the personnel's knowledge and following their assessment of the participant's condition. The participants undertake to assume all related costs, provided such costs are not covered by the licence accident insurance or other insurance policies.

The participants hereby waive all direct and indirect claims for compensation from AMF, its officials, the promoter and/or organiser or the racing circuit owners, from any other person or association linked with the event (including all officials and authorities or bodies who have granted licences for the event), and from other entrants and drivers/riders, hereinafter referred to as "the parties". The participants do so for themselves and their legal successors, and consequently for any insurance company with whom they may have concluded additional policies.

In submitting their entries for this event the participants hereby declare that they irrevocably and unconditionally waive all rights, appeals, claims, demands, acts and/or proceedings which they themselves might institute or which might be instituted by third parties acting on their behalf against "the parties". The participants do so in connection with injury, loss, damage, costs and/or expenses (including lawyers' fees) which they may incur due to an incident or accident as part of the event. In submitting their entries for this event the participants declare irrevocably that they discharge, release and relieve "the parties" for all time from any liability for such losses, and that they shall guard them against such losses and hold them harmless.

In submitting their entries for this event the participants declare that they understand the full significance and repercussion of the present declarations and agreements, that they are entering into such obligations of their own free will, and in doing so irrevocably waive all right of action for damages against "the parties", insofar as permissible as Austrian law currently stands. The participants in any case renounce for themselves and their legal successors all claims against "the parties", therefore in particular against the AMF, its officials, the promoter and/or organiser or the racing circuit owners, and against the authorities or bodies who have granted licences for the event, regarding damage, loss, harm or injury of any kind connected with a typical sports risk, in particular any typical and foreseeable damage, loss, harm or injury. This applies also in the event of minor negligence on the part of "the parties".

## Arbitration Agreement

- a. Any dispute arising between the participants and the AMF or its officials, and the promoter and/or organiser, and between the AMF or its officials and the promoter and/or organiser, as a result of claims (personal injury, damage to property or financial damage) in connection with the motor -racing event, training sessions or races shall be settled definitely by an arbitration tribunal to the exclusion of the courts of general jurisdiction.
- b. The arbitration tribunal shall consist of three arbitrators, namely the umpire and two assessors. The umpire shall be a lawyer or former judge and have experience of liability matters in connection with motor racing.
- c. Each party shall appoint an assessor within two weeks of notification of the intent to initiate arbitral proceedings. Should the dispute be referred by several claimants or be levelled at several defendants, the arbitrator shall be appointed by agreement between the joined parties. The assessors shall elect the umpire. Should the assessors be unable to agree on the person of the umpire within two weeks, the umpire shall be appointed by the President of the Vienna Chamber of Lawyers upon application by an assessor, with due regard to clause b). The assessors shall however be free at any time to replace the umpire appointed in this way by another umpire by mutual agreement.
- d. Should a party fail to appoint its assessor within two weeks of receiving the written request from the opposite side, or should several joined parties be unable to agree on an assessor within that period, the assessor shall be appointed by the President of the Vienna Chamber of Lawyers on the motion of the other party. The same shall apply should an assessor withdraw from office and the party concerned not appoint a successor within two weeks.
- e. Should an arbitrator not assume office, refuse to discharge his duties, cause improper delay or become unfit to act, the aforementioned provisions shall apply accordingly for the appointment of a replacement. The arbitrator concerned shall be dismissed at the same time.
- f. The arbitration tribunal shall in principle be free to conduct its proceedings as it sees fit, with due regard for the subsidiary legal provisions. The tribunal shall sit in Vienna. The arbitration tribunal may also investigate without petition any circumstances which it deems necessary to clarify the facts of the case, and take evidence.
- g. The arbitration tribunal shall decide by simple majority. The tribunal shall state the full reasons for its award. It shall also decide on cost apportionment for the costs of both the arbitration proceedings and the legal representation. The arbitrators shall be remunerated in accordance with the provisions of the Austrian lawyers' scale of charges.
- h. The arbitration tribunal shall also be entitled to the exclusion of the courts of general jurisdiction to issue injunctions, provided the opposing party is first given an opportunity to express its views. An injunction may also be lifted upon petition in the event of a significant change in circumstances.
- i. Sports jurisdiction shall remain unaffected by the present Arbitration Agreement.

From 25 May 2018 onwards, the **General Data Protection Regulation**, also known as the GDPR, will apply throughout the European Union. It contains regulations applicable to the processing and protection of your personal data.

**This overview provides you with all important information regarding data protection:**

### 1. Who is responsible for processing my personal data?

BOSS GP GmbH  
Filblingstrasse 1  
A-5330 Fuschl am See, Austria,  
Managing Director S. Stieger

### 2. Is there a data protection officer?

In our case, there is no need for a data protection officer. You can contact the management for any questions regarding data protection.

### 3. Which personal data will be processed and where does the data originate from?

The following personal data – which were usually provided by yourself or you consented to storing them – are processed by BOSS GP:

- master data and legitimation data, e.g. name, address, date of birth, telephone number, licence information, ID card data, as well as copies of the licence and ID card, passport photograph, etc.
- general information on e.g. hobbies, interests etc. which are, among others, published on our homepage as part of our public relations work
- data which was provided by yourself, e.g. in the course of entry applications, registrations, requests etc; we also keep records of incidents and measures, which were taken at racing and test racing events by the team organising these events, the racing management or the motor sport authorities, as well as various minutes of one-to-one consultative meetings and driver briefings
- video, image and audio data, such as video recordings of racing events, pictures of podium ceremonies, recorded telephone conversations, etc.
- in general, all processing results for the performance of contracts and consents are stored
- all data which have to be held available for the performance of legal and regulatory requirements

Additionally, the data may also come from publicly available sources, such as press releases, motor sport authorities, etc.!

You have the right of access to a detailed and individual listing which you can request from us!

### Contact for requests relevant to data protection:

Management of BOSS GP GmbH, Siegfried Stieger, Filblingstrasse 1, 5330 Fuschl am See, board@bossgp.com

#### 4. For which purposes and on what legal basis are my personal data processed?

The data recorded by us are processed for the following reasons:

##### **Processing for the contract performance**

You enter into a contract with us by submitting your entry application for one or more racing events. We therefore need all data requested in order to perform this contract.

##### **Processing for the fulfilment of a legal obligation**

We have legal obligations resulting from the nature of a motor racing event. These legal obligations are imposed by the respective national and international motor sport authorities, FIA, AMF, etc.

##### **Processing due to a legitimate interest**

A legitimate interest in data processing performed by ourselves or third parties exists when, for example, an accident causing personal injury and/or material damage has taken place during a racing event and relevant data have to be provided or exchanged. The processing of personal data for the purpose of direct marketing may also constitute a legitimate interest.

##### **Processing on the basis of consent**

If there is neither a contract nor a legal obligation or legitimate interest, the data processing may still be legitimate in cases in which you have consented to and/or approved of the scope and content of this data processing. This may concern, among others, general information on you or video, image and audio data that could be used for the promotion of racing series organised by us.

In this context, we should draw particular attention to the fact that you have the right to withdraw your consent at any time and that such data will no longer be processed by us in the future. However, you cannot retroactively withdraw your consent.

#### 5. To what extent am I am obliged to provide my personal data and what happens if I do not wish to do so?

We need your personal data in order to establish a business relationship with you, as prescribed by law and the motor sports agency respectively. Without these personal data, you cannot participate in BOSS GP series races.

If we are only allowed to process your data with your consent, you are not obliged to grant your consent or provide us with the data. Providing us with these data is voluntarily and does not depend on your possibility to participate in the BOSS GP series.

#### 6. To whom do you transmit my personal data?

Your personal data may be transmitted to

- public bodies and institutions, if we are legally obliged to do so, e.g. district commissions (Bezirkshauptmannschaften, BH), administrative authorities, courts, sports courts, tax offices, etc.
- third parties commissioned by us, e.g. for IT and back office services. Third parties are contractually obliged to treat your data confidentially and to only process them within the scope of the service provision.
- international organisations, provided that we are under a contractual (regulation, etc.) obligation (FIA, DMSB, AMF, etc.)

The data may also be transmitted to third parties, if you have given your consent to do so.

#### 7. Are my personal data transferred to a third country?

At the moment, no data is being transferred to a third country without your written consent!

## 8. For how long are my personal data stored?

In all cases, your personal data will be stored for as long as it is necessary for the fulfilment of the relevant purposes. Moreover, the period for which we must store the data is also legally stipulated. This obligation may still exist if the business relationship has already ended and you no longer want to race.

An overview of the legal storage obligations applicable in Austria can be found, for example, at <https://www.wko.at/service/wirtschaftsrecht-gewerberecht/eu-dsgvo-speicher-und-aufbewahrungsfristen.html>. In addition to this, we reserve the right to store data for possible compensation claims until the general limitation period under Austrian law (30 years) expires.

## 9. What are my rights?

The GDPR grants the following rights concerning your personal data.

- Access according to Article 15 GDPR
- Rectification according to Article 16 GDPR
- Erasure according to Article 17 GDPR
- Restriction of processing according to Article 18 GDPR
- Data portability according to Article 20 GDPR
- Objection according to Article 21 GDPR

As we do not, in any case, process your data as part of any decision-making which is exclusively based on automated processing, including profiling, we protect your right according to Article 22 GDPR.

*Additional information and important notes on the right to data portability can be found at:*

*General Data Protection Regulation - GDPR:*

<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32016R0679>

*Data Protection Act 2018 (German only)*

<https://www.ris.bka.gv.at/GeltendeFassung.wxe?Abfrage=Bundesnormen&Gesetzesnummer=10001597&FassungVom=2018-05-25>

*Austrian Data Protection Authority (German only)*

<https://www.dsb.gv.at/>

*European Commission*

[https://ec.europa.eu/commission/priorities/justice-and-fundamental-rights/data-protection/2018-reform-eu-data-protection-rules\\_en](https://ec.europa.eu/commission/priorities/justice-and-fundamental-rights/data-protection/2018-reform-eu-data-protection-rules_en)

In order to exercise your rights, you can send us a request by letter or email (see contact details above).

To make sure that we only grant authorized people access to your data, we always need a respective proof of identity.

If you do not receive a timely response to your request, or if you are under the impression that we did not legally comply with the request, or if you see yourself violated in your right to data protection, you can also lodge a complaint with the respective regulation authority:

### **Austrian data protection authority**

Wickenburggasse 8, 1080 Vienna, Tel.: +43 1/52 152-0, email: [dsb@dsb.gv.at](mailto:dsb@dsb.gv.at) <https://www.dsb.gv.at>