

PRE-REGISTRATION TERMS

These pre-registration terms (“**Terms**”) apply to your pre-registration for one of the KTM Academy of Speed events (“**Event**”) of the KTM AG, Stallhofnerstrasse 3, 5230 Mattighofen (“**Organizer**”).

1. REGISTRATION FOR THE EVENT AND PARTICIPATION

- 1.1. You are willing to participate in the Event, which is subject to another registration starting in March 2024, where you will receive detailed Instructions and eligibility criteria for your participation.
- 1.2. The registration period for the Event will be specified by the respective event organizer, as communicated from time to time. Entries received outside the registration period will not be considered and will have no entitlement whatsoever pursuant to these Terms.
- 1.3. The right to participate in the Event is personal and non-transferable.

2. ORGANIZER’S RIGHT TO CHANGE THE PRE-REGISTRATION TERMS AND TO DISQUALIFY

- 2.1. Subject to applicable law and/or the approval of any applicable regulators, Organizer reserves the right to change these Terms from time to time and such changes will be available on the Event website.
- 2.2. Taking the interests of the Event participants into consideration, if the Event is compromised by any event beyond Organizer’s control, Organizer reserves the right, subject to applicable law and/or the approval of any applicable regulators, to modify, terminate, amend or extend the Event without responsibility and liability for any amount or kind of loss or damage that may result to you or any third party (whether direct or indirect).
- 2.3. Subject to local statutory law and except in the case of discretionary cancellation of the Event by the Organizer, hence in case of any cancellation of the Event for a reason outside the Organizer’s sphere of influence, be it force majeure, government orders, or circumstance under which Organizer cannot with reasonable means guarantee Event participants’ safety, no refund whatsoever will be granted after payment of any entry fee (if applicable). An Event may be cancelled or changed for any reason, including, without limitation, severe weather or other factors that threaten the safety of participants. Cancellation or change of the date, nature, or format of an Event may be mandated by governmental officials or otherwise be at the discretion of the Organizer. The Organizer reserves the right to change the details of the Event in its sole discretion.

3. COLLECTION OF INFORMATION & DATA PROTECTION

Information about how the Organizer may collect, process and store the Event participant’s Personal Data for the Event and otherwise, can be found within our Privacy Policy available [here](#).

4. LIABILITY AND WARRANTY, LIABILITY RELEASE

- 4.1. Use caution and common sense when participating in the Event. Respect and ensure the safety of yourself and others. Do not trespass or harm anyone’s property.
- 4.2. The Organizer undertakes to use reasonable efforts to maintain adequate hardware and software service for the Event website (provided that the Organizer is the provider of the Event website) and shall not be liable for: late, lost, delayed, damaged, misdirected, incomplete,

- illegible, or unintelligible entries; telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, delays or difficulties; errors in transmission; award notification deliveries attempted but not received; any loss suffered by anyone who enters or attempts to enter and/or participate in the Event, whether the entry is lost, not submitted, wrongly processed or does not win.
- 4.3. The Organizer also undertakes to ensure transparency with regard to a fair competition and will endeavor to ensure the safety and undisturbed execution of the Event with its service providers.
 - 4.4. Event participant must in his/her sole responsibility determine his/her physical fitness with regard to their participation in the Event and the Organizer cannot be held liable for any medical condition of the Event participant.
 - 4.5. In the course of the registration period, the Organizer reserves the right to introduce for the Event new tracks, to make changes to the current tracks and to release new information with regard to the tracks. Any and all information provided by the Organizer with regard to the tracks exclusively serves information purposes and has no binding effect on the Organizer whatsoever.
 - 4.6. Neither Organizer nor any relating party may be held responsible in case a Event participant is not physically or mentally able to successfully perform any or all of the described tasks. You agree to abide by any decision of an Event official relative to your ability to safely complete the Event.
 - 4.7. In case you register for one Event within the registration period (see above), you guarantee that you are in possession of a valid personal liability insurance and personal accident / medical insurance that cover your participation. If you cause damage arising out of, connected with, or as a result of your participation in the Event, you will be fully responsible and you will make sure that the Organizer or any of its related companies will not incur any damage in this regard.
 - 4.8. You agree to comply with the Organizer's rules and instructions for your own good and everybody else's. Your participation may at any time be refused by the Organizer or its staff members if they have reasonable doubt regarding your individual safety in participating in the Event.
 - 4.9. The Organizer and any relating party exclude all liability to you for any loss of income, loss of profits, loss of goodwill, loss of data, loss of opportunity (in each case whether direct or indirect) and any indirect or consequential loss or damages incurred or suffered by you in connection with your participation in the Event.
 - 4.10. In no event shall Organizer be responsible or liable for any failure or delay in the performance of its obligations under these Terms arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including but not limited to strikes, work stoppages, accidents, or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.
 - 4.11. The Organizer might provide parking, storage, changing and/or sanitary facilities on the premises of the Event at its sole discretion. However, the use of such facilities is exclusively in the responsibility of the Event participant and the Organizer shall not be liable for any loss or damages arising out of the use of such facilities.
 - 4.12. The Event participant agrees to additionally conclude a liability release in connection with the Event participant's participation in the Event. The Event participant acknowledges and agrees

that the participation may be denied in case the liability release is not signed or otherwise agreed by the Event participant.

5. MISCELLANEOUS

All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of Event participants or Organizer in connection with the Event shall be governed and construed in accordance with the law of Austria. All disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the competent courts for the registered seat of the Organizer.