

# Please take your time to read the Entry Agreement

The following are the terms and conditions that you accept by signing up to The Mongol Rally 2017.

The Mongol Rally is genuinely dangerous, so in today's legal climate we need an agreement that means you take responsibility for yourself and the risks that you will face when you participate in this adventure.

The agreement also covers things like media rights which we try to use to wangle a bit of extra cash to make the events even better. They are only intended to secure the commercial side of things so you still take on your own projects for entertainment or for publicising your own team in newspapers and things. In fact we love seeing the Mongol Rally on the telly so if you have a commercial project in mind drop us a line and we will try to work with you to make it happen.

So sit back, make a cup of tea and **read the following carefully**. Be sure exactly what it is you're about to sign up to, and if you are happy, then tick to confirm you agree to the following terms and conditions, and understand the agreement you are entering into upon formally signing up, and then you can get cracking with the actual adventure!

If you have any questions concerning any element of this agreement, then please get in touch with Adventurists HQ by telephoning +44 (0)117 364 3402 or e-mailing us at [mongolrally@theadventurists.com](mailto:mongolrally@theadventurists.com).

## This agreement is made between:

(1) **THE LEAGUE OF ADVENTURISTS INTERNATIONAL LIMITED**, a company incorporated in England and Wales (company registration number **05995303**) whose registered office is at 14 Whitehouse Street, Bristol, BS3 4AY. United Kingdom (referred to as "**the Company**");

(2) The individual whose name, address and contact details are specified in this application for this adventure (referred to as a "**Team Member**" and together with other members of the team referred to as "**the Team**")

## RECITALS:

(A) Words and phrases defined in clause 1.1 below shall have the same meanings in these Recitals.

(B) The Company owns or controls all rights in and to the Event, and intends to stage and manage the Event.

(C) The Team wishes to enter and participate in the Event.

(D) The Company has agreed to accept the Team's entry for the Event conditional upon the Team entering into this Agreement and participating in the Event upon and subject to the terms and conditions of this Agreement (the "**Terms of Entry**") and the Event Rules.

## Operative Provisions:

### 1. Definitions

1.1 The following terms shall have the meaning set out opposite them below, unless the context otherwise requires:

1.1.1 "**Commercial Partners**" means any third party with whom a contract is lawfully concluded for the exploitation of the Commercial Rights;

1.1.2 "**Commercial Rights**" means any and all rights of a commercial nature connected with the Event including, without limitation, broadcasting rights, sponsorship rights, merchandising and licensing rights, ticketing rights, promotional rights, catering and hospitality rights, New Media rights and interactive games rights;

1.1.3 "**Designated Starting Point**" means any such venue as the Company may notify to the Team, (subject to their country of origin) being the place from which the Event shall commence on the first day of the Event Period;

1.1.4 "**Designated Finishing Point**" means the destination at which the Event is designated to finish, being such destination and on such date as will be notified by the Company to the Team;

1.1.5 "**Effective Date**" means the date of acceptance of this Agreement or the date thirty (30) days prior to the first day of the Event Period, whichever the earlier;

1.1.6 "**Entry Fee**" means the following relevant amounts in GBP sterling inclusive of VAT where applicable and not inclusive third party transaction fees: For teams that sign up by July 17th 2016 entry fee is £475 for vehicle teams of up to 4 people (additional team members may

incur an extra fee), A£225 for a motorbike place per rider. After this point, the Entry Fee will rise according to tariffs set by the date of sign up. All pricing will be published on the website and updated in the Team Entry Agreement accordingly.

**1.1.7 " Event "** means the Mongol Rally 2017, a driving endurance challenge running from the Designated Starting Point to the Designated Finishing Point taking place during the Event Period;

**1.1.8 " Event Director "** means the person appointed by the Company as being responsible for the overall administration and management of the Event;

**1.1.9 " Event Period "** means the inclusive period from Saturday 15th July 2017 to Monday 11th September 2017 or such longer or shorter period as the Company may notify to the Team;

**1.1.10 " Event Manual "** means the manual set out in the Schedules;

**1.1.11 " Event Marks "** means the event titles, words and logo(s) which are owned or controlled by the Company and which appear in Schedule 2;

**1.1.12 " Event Rules "** means the rules in respect of the Event as contained in the Event Manual and/or as notified by the Company to the Team;

**1.1.13 " Event Schedule "** means the schedule of relevant dates, activities and events relating to and/or comprising part of the Event as set out in Schedule 3;

**1.1.14 " Fundraising Rights "** means those rights granted to the Team (if any) pursuant to the Terms of Entry and/or the Event Rules;

**1.1.15 " Intellectual Property Rights "** shall mean all present and future right, title and interest in any trade marks, service marks, registered designs, utility models, design rights, copyright (including copyright in computer software, film, sound and photographs), database rights (including in relation to technical data and results), trade secrets and other confidential information, know-how, business or trade names (including internet domain names and e-mail address names) and all other intellectual and industrial property and rights of a similar or corresponding nature, whether registered or not or capable of registration or not and including the right to apply for and all applications for any of the foregoing rights and the right to sue for infringements of any of the foregoing rights.

**1.1.16 " New Media "** shall mean broadcasts via cellular mobile telecommunications systems on cellular telecommunications devices and/or the world wide web, as such technology is modified, developed or replaced from time to time;

**1.1.17 " Officials "** means the director(s) of the Company and other persons nominated by the Company;

**1.1.18 " Payment Method "** means payment via the Active Network merchant account at <http://www.regonline.co.uk/mongolrally2016> registered under the Company's name or via such other method as the Company may stipulate;

**1.1.19 " Relevant Law "** means all legislation, codes of practice, standards, guidelines and regulations (in each case having the force of law) together with all applicable regulations and rules (including the Event Rules) applicable to the subject matter (whether obligations, goods or services) in question;

**1.1.20 " Team Members "** means the members of the Team, jointly and severally;

**1.1.21 " Term "** means the inclusive period from the Effective Date until 30th November 2017;

**1.1.22 " Territory "** means the World;

**1.1.23 " Vehicle "** means the vehicle(s) registered by the Team in accordance with the Event Rules and used by the Team to participate in the Event.

**1.2** Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

**1.3** References in this Agreement to clauses and schedules are to clauses and schedules to this Agreement.

**1.4** References to any statute shall include references to such statute as it may after the date of this Agreement from time to time be amended, supplemented or re-enacted.

**1.5** The headings in this Agreement are inserted for convenience only and shall not affect its construction.

**1.6** The word " **including** " is not to be treated as a word of limitation.

## **2. Entry and participation**

**2.1** The Team hereby agrees to enter and participate in the Event using the Vehicle upon and subject to the Terms of Entry and the Event Rules.

**2.2** For the avoidance of doubt, each Team Member shall, observe and abide in every respect by the Terms of Entry and the Event Rules and any decision of the Company or the Event Director. Such decisions shall be binding on the Team Member/s, who acknowledge/s that they shall not have the power to revoke or alter any such decisions.

## **3. Title**

**3.1** The Event shall be named "The Mongol Rally 2017" or such other name as the Company shall notify to the Team.

**3.2** The Team shall use their best endeavours to refer to the Event with the title in clause 3.1 above at all times and in particular during any performance of the obligations set out in clause 6.1.12.

## **4. Entry fees**

**4.1** In consideration of the acceptance of the Team's entry to participate in the Event by the Company, the Team agrees to pay the Company the Entry Fee. Such Entry Fee shall be paid to the Company within 2 hours of obtaining the option to enter a team from the Company website via the Payment Method or by such other means as specified by the Company.

**4.2** For the avoidance of doubt, failure to pay the Entry Fee in full by the date specified in clause 4.1 shall entitle the Company to disqualify the Team from participation in the Event.

## **5. Obligations of the Company**

**5.1** The Company represents, warrants and undertakes:

**5.1.1** that it has and will continue to have throughout the Term full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;

**5.1.2** to organise, manage and stage the Event;

**5.1.3** without prejudice to clause 5.1.2, to organise the Event Schedule and provide a copy of the Event Schedule to the Team on or before the commencement of first day of the Event Period. During the Term, the Company will also notify the Team as soon as practicable of any updates or amendments to the Event Schedule;

**5.1.4** that, subject to clause 7, it shall grant the Team a non-exclusive royalty-free licence to use the Event Marks solely in connection with the Fundraising Rights and/or promoting the Team as an entrant of the Event to prospective sponsors and for the duration the Event Period or whilst the Team is an entrant in the Event only (whichever the shorter); and

**5.1.5** that it owns or controls the Event Marks and shall take all measures it considers reasonable during the Term to protect its rights in the Event Marks from infringement by any third party.

## **6. Obligations of the Team**

**6.1** The Team (including, for the avoidance of doubt, each Team Member, jointly and severally) hereby represents, warrants and undertakes that (at its sole expense where relevant and unless otherwise specified):

**6.1.1** it has, and will continue to have throughout the Term, full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it hereunder;

**6.1.2** each Team Member is or will be 18 years of age or older as at the Effective Date;

**6.1.3** any Team Member(s) who drive the Vehicle or undertake any other permitted activity in the Event holds a valid driving licence and any other licences or permits required to undertake such permitted activities and shall disclose copies of the same to the Event Director or any Official on demand;

**6.1.4** all Team Members together with the Vehicle shall be present at the Designated Starting Point ready to commence participation on the first day of the Event Period, and will otherwise meet each of the obligatory dates or attend any of the obligatory events set out in the Events Schedule;

**6.1.5** without prejudice to clause 12, be solely responsible for determining by what route and upon what basis the Team shall get the Vehicle

from the Designated Starting Point to the Designated Finishing Point and the means by which the Vehicle will be transported from the Designated Starting Point to the Designated Finishing Point (and vice versa) and between any other two or more destinations whether during the Event Period or otherwise;

**6.1.6** it will remain solely liable for the payment of all and any taxes, surcharges, levies, imposts, fines, penalties or similar charges incurred by any Team Member in connection with the participation of the Team in the Event;

**6.1.7** upon request each Team Member shall wear any item of clothing and/or Event passes/identification at all relevant times when attending any promotional activity or any other occasion conducted in connection with the Event;

**6.1.8** it shall not do anything or permit anything to be done which might adversely affect the Commercial Rights or the value of the Commercial Rights;

**6.1.9** it shall observe and comply with, in addition to the Terms of Entry and the Event Rules, all Relevant Laws and any other directions, codes of practice or guidelines imposed by national law or any competent authority applicable to the Event;

**6.1.10** it shall promptly observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of the Company including those relating to the organisation, staging, safety and image of the Event;

**6.1.11** it shall ensure that neither it nor any of the Team Members make any defamatory or derogatory statements or take part in any activities which are or might be derogatory or detrimental to the reputation, image or goodwill of the Company, the Event or any Commercial Partner; and

**6.1.12** it acknowledges the importance of co-operating with the media to obtain maximum coverage and exposure for the benefit of the Event and agrees to co-operate with all reasonable requests of such nature by the Company and/or any broadcaster or other Commercial Partner of the Company.

**6.2** Without prejudice to the above, the Team shall ensure that, as a minimum, the following spaces on the Vehicle are made available to be branded by the Company with all or some of the Event Marks or any logo or brand of any Commercial Partner:

**6.2.1** front drivers side door of the Vehicle;

**6.2.2** front passenger side door of the Vehicle; and

**6.2.3** a space on the centre of the front bonnet of the Vehicle of not less than 60 centimetres wide and 60 centimetres high.

**6.3** The Team will ensure that any person who wishes to join the Team as a Team Member after the Effective Date will be added to the Team on the official website and accept the Agreement online. For the avoidance of doubt, unless and until the Agreement has been accepted by the relevant person(s) wishing to join the Team as a Team Member, such person(s) shall not be entitled to become a Team Member or participate in the Event.

## **7. Intellectual Property**

**7.1** In consideration of the acceptance of the Team's entry to participate in the Event by the Company, the Team hereby acknowledges and agrees that all Intellectual Property Rights arising from and in relation to the Event including its name, logotype, format and films and photographs of the Event shall be exclusively vested in the Company.

**7.2** The Team further acknowledges and agrees that it shall not obtain any right in the Intellectual Property Rights arising from or in relation to the Event by virtue of its entry or otherwise, and it will (and will procure, for the avoidance of doubt that each Team Member and/or any other persons associated with the Team) do nothing to damage the Company's rights set out in clause 7.1.

## **8. Commercial rights**

**8.1** Without prejudice to clause 7, the Team acknowledges that the Company will be seeking to maximise the income from the exploitation of the Commercial Rights for the Event by entering into a number of agreements with Commercial Partners. The Team undertakes to co-operate with the Company and the Commercial Partners in order to protect the Commercial Rights and in particular the Team agrees that, unless agreed in writing by the Company and save as permitted by the Fundraising Rights granted to the Team:

**8.1.1** no Team Member will assert any claim to use, sell or exploit any of the Commercial Rights in connection with the Event and the Team will not develop or acquire any rights in relations to the Event which are similar to or compete with the Commercial Rights;

**8.1.2** no Team Member will, during the Event Period, directly or indirectly allow its or his or her name, image or likeness to be used in an advertising or endorsement or for any commercial purpose which involves a direct or indirect association with the Event and/or seeks to exploit (whether implicitly or explicitly) any connection therewith;

**8.1.3** no use shall be made by the Team or any Team Member of the description of a product or service as being the "Official" product or service of the Team's participation in the Event;

**8.1.4** the Team shall permit a designated Team Member to film all or any part of the Event provided that:

(a) all reasonable directions as to filming made by the Company are observed;

(b) the film is made and used only for private use and that no part of the film is exhibited or distributed or otherwise exploited in any format whatsoever to any public or private audience or for any other broadcast of whatever nature. Any Team Member who makes such a film pursuant to this clause hereby assigns with full title guarantee to the Company all rights of any nature whatsoever in perpetuity including copyright in any such film.

**8.1.5** the Team shall be permitted to establish a Team website in connection with its participation in the Event provided that such website is operated pursuant to this Agreement (including clause 8.1.1) and in accordance with the relevant section(s) of the Event Rules.

## **9. Media Rights**

**9.1** The Team undertakes on behalf of itself, each Team Member and any other persons associated with the Team that it and they hereby consent in perpetuity and on a royalty-free basis throughout the Territory to:

**9.1.1** the use of their names, initials, nicknames, signatures, photographs, likenesses, voices, quotations, biographical details, fame and reputation, the name and photograph of the Team's Vehicle, the names and logotypes of the sponsors and suppliers who appear on the Vehicle and on the Team's clothing;

**9.1.2** in all contexts;

**9.1.3** in all media (including New Media) now known or hereafter devised, including, without limitation, theatrical exhibition in cinemas, all forms of television and radio broadcasts, all print media (including, without limitation, all consumer and trade magazines and catalogues, newspapers and other periodicals), posters, banners, street vision monitors, airliners and ships, in-store ads and all other point of purchase advertising and promotional materials, train and bus wraps, mobile phones, direct mail, billboards, and internet sites,

**9.1.4** for all advertising, promotion, endorsement, broadcast, merchandising and/or gaming purposes of the Company, the Commercial Partners and any other approved third parties at the discretion of the Company.

**9.2** For the avoidance of doubt, the Team shall have no right to approve the use of the rights licensed under this clause 9.

## **10. Termination**

**10.1** The Company shall have the right at any time to terminate this Agreement immediately by giving written notice to the Team in the event that the Team or any Team Member:

**10.1.1** has committed a material breach of any obligation under this Agreement which breach is incapable of remedy or cannot be remedied in time for the Event;

**10.1.2** has committed a material breach of any of its obligations under this Agreement and has not remedied such breach (if the same is capable of remedy) within seven (7) days of being required by written notice so to do;

**10.1.3** enters into any arrangement with its creditors and/or suffers any event of bankruptcy or insolvency, save in circumstances which are approved by the Company.

**10.2** The Company shall have the right to terminate this Agreement by providing fourteen (14) days' notice in writing to the Team in the event that it no longer wishes, or is no longer able, to stage the Event.

**10.3** Without prejudice to any rights which the Company may have whether pursuant to this Agreement or otherwise, if the Team or any Team Member defaults on or is in breach of any of its obligations hereunder and fails to remedy such default or such breach forthwith upon notice from the Company stipulating the same, the Company may intervene (at the sole cost of the Team, which shall indemnify the Company from any liability in respect of such costs) in the carrying out of any obligation of the Team or any Team Member hereunder to ensure its proper and timely performance.

## **11. Force majeure**

**11.1** A party (the "**Affected Party**") shall not be held liable or deemed to be in default under this Agreement for any failure to perform its obligations if such failure results directly or indirectly from circumstances beyond the Affected Party's reasonable control ( "**Force Majeure**" ).

Force Majeure includes but is not limited to strikes, lock-outs, civil warfare, flood or fire damage, environmental calamity, inclement weather, acts of God, legal enactment, governmental order, regulatory enactments and/or orders, imposition of sanctions by a country against the territory where any part of the Event is to be held that adversely affects the staging of the Event or the import/export of a Vehicle into/out of any territory, any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance), epidemic and disease, civil strife, terrorism (threatened or actual), and war. Subject to clause 11.2, the Affected Party must continue to perform its other obligations to the extent that they are not affected by the Force Majeure and must use all reasonable endeavours to overcome or remove the Force Majeure as quickly as possible.

**11.2** If any event of Force Majeure delays or prevents the performance of the obligations of either party for a continuous period of fourteen (14) days, the party not so affected shall then be entitled to give notice to the Affected Party to terminate this Agreement with immediate effect without penalty. Such a termination notice shall be irrevocable except with the consent of both parties.

## **12. Acknowledgement of risk**

**12.1** Each Team Member recognizes and acknowledges that participating in the Event with the Vehicle is a potentially dangerous activity and may involve (a) entering into certain parts of the Territory (via a route chosen by the Team and not, for the avoidance of doubt, by the Company) which are considered highly dangerous and unsuitable for foreign travel due to reasons including the applicable physical terrain or political and/or social climate and (b) using equipment (including the Vehicle) that is being pushed to its limits and may be defective and which can expose the Team Members and others to a high degree of risk of serious bodily injury or death, which may be caused by any Team Member's actions or omissions or by the actions or omissions of others.

**12.2** In recognition of these facts, and for the consideration set forth in this Agreement, each Team Member elects voluntarily to enter into this Agreement and assume all risks of loss, damages, injury or death that may be sustained, and each Team Member will participate in the Event with the Vehicle in accordance with this Agreement at their own risk.

**12.3** Save in the event of any negligent or wilful act or omission on the part of the person or entity concerned, none of the Company, any Official or the Event Director or any of their respective officers, agents or employees, shall be liable to any Team Member for death or personal injury, damage to property or other loss or damage of any nature whatsoever suffered by any Team Member (including where applicable any loss or damage caused to the Vehicle) whether arising from participation in the Event or otherwise.

**12.4** Under no circumstances shall the Company be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by any Team Member including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

**12.5** Except where expressly provided in this Agreement, each Team Member jointly and severally undertakes to the Company to be liable for any death or personal injury to third parties, damage to property or any other claims, losses, costs (including, without limitation, all reasonable legal costs) or demands arising out of any negligent or wilful act or omission of any Team Member during the Event Period, whether arising from participation in the Event or otherwise.

**12.6** Each Team Member jointly and severally undertakes and agrees that it will irrevocably indemnify and hold the Company harmless from and against all costs and expenses (including reasonable legal costs), actions, proceedings, claims, demands and damage arising from a breach of the Team or any Team Member's representations, warranties or undertakings contained herein or arising from the acts or omissions of the Team or its Team Members, respective officers, employers, agents or sub-contractors.

**12.7** The Team shall ensure that each Team Member shall take out death, accident and health insurance for itself and that the Team obtains all insurance required for the participation of the Vehicle in the Event required by any applicable Relevant Law. And a copy of such insurance policies shall be provided to the Event Director at any time upon request.

## **13. Power to make rules and other provisions**

**13.1** The parties recognise that given the nature of the Event, issues may arise in relation to the Event that were not foreseen and therefore are not specifically addressed in the Terms of Entry or the Event Rules or that would have an unintended result if made subject to the Terms of Entry and the Event Rules without modification. The parties further recognise that it is in the best interests of the Event, and of all the participants in the Event, that such issues be addressed as quickly and effectively as possible.

**13.2** In consequence of the recognitions set out in clause 13.1, the Team agrees that the Company shall have the right, exercisable unilaterally from time to time before and/or during the Event Period:

**13.2.1** to supplement or amend the Terms of Entry and/or the Event Rules (and, if applicable, the Event Schedule);

**13.2.2** to resolve any queries that arise in relation to the proper interpretation and application of the Terms of Entry and/or the Event Rules; and

**13.2.3** to issue directions as to the conduct of the Event, including the conduct of Team Members, the contents of the Event Manual and the preservation of the value of the Commercial Rights.

**13.3** During the Event itself, the Company may delegate the right conferred by clause 13.1 above to one or more designees including the Event Director, any Official or any other person appointed by the Company.

**13.4** The Team agrees that any amended and supplemental Terms of Entry or Event Rules and any directions made pursuant to this clause 13 shall become binding upon the Team immediately upon communication to any Team Member and shall be deemed to be included in the Terms of Entry or the Event Rules (as applicable) for the purposes of this Agreement.

**13.5** Decisions made pursuant to this clause to amend or supplement the Terms of Entry or Event Rules or to issue directions shall be final. No challenge shall be made by the Team to any such decision.

## **14. Dispute resolution**

**14.1** All disputes, issues or complaints regarding the Team's participation in the Event shall be referred to the Event Director for determination as soon as practicable thereafter. For the avoidance of doubt, all determination, decisions and directives of the Event Director shall be final.

**14.2** Without prejudice to the generality of the Event Director's powers under clause 14.1, the Event Directors shall be entitled to impose any or all of the following:

**14.2.1** suspension or expulsion from the remainder of the Event, or imposition other Event-based sanctions or fines upon a Team or any Team Member;

**14.2.2** impose other Event-based sanctions or fines on a Team or any Team Member and to make such cost order in relation to the relevant matter as it considers appropriate;

**14.2.3** adjudication on whether there has been a breach of the Terms of Entry or the Event Rules or upon whether an event constitutes an event of Force Majeure for the purposes of clause 11.1.

## **15. Announcements and confidentiality**

The Team will not make or permit to be made any public announcement(s) in relation to this Agreement without the prior consent of the Company nor (save as required by law) disclose to any third party an information concerning the terms or subject matter of this Agreement from the date hereof.

## **16. Points of contact**

**16.1** The principal point of contact for each party (unless the other party is notified otherwise in writing) shall be as follows:

The Company: The Event Director, The League of Adventurists International Ltd, 14 Whitehouse Street, Bristol, BS3 4AY. United Kingdom Telephone: 0117 364 3402, Email: mongolrally@theadventurists.com;

The Team: see details provided on the official event website.

**16.2** The Team acknowledges and agrees that it is not entitled to rely on any representation, authorisation or decision of the Company unless made by the principal point of contact (or their designated replacement) set out at clause 16.1 above.

## **17. Notices**

**17.1** The parties agree that all notices under this Agreement shall, unless otherwise notified, be served on the following addresses:

For the Company: marked to the attention of The Event Director, The League of Adventurists International Ltd, Address: 14 Whitehouse Street, Bristol, BS3 4AY. United Kingdom Email: mongolrally@theadventurists.com

For the Team: see details provided on the official event website.

**17.2** All notices shall be in writing and may be delivered personally, by email or by first class pre-paid post and shall be deemed to be properly given or served:

**17.2.1** two working days after being sent to the intended recipient by pre-paid post addressed as aforesaid or, if sent by international air mail, five working days after being sent to the intended recipient; or

**17.2.2** if sent by email, on receipt of confirmation of successful transmission or if not a working day the first working day thereafter.

## **18. General**

**18.1** The granting by the Company of any time or indulgence in respect of any breach of any term of this Agreement by the Team shall not be deemed a waiver of such breach and the waiver by the Company of any breach of any term of this Agreement by the Team shall not prevent the subsequent enforcement of that term nor be deemed a waiver of any breach by the Company.

**18.2** This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and shall supersede any prior agreements, representations or understanding between the parties, whether written or oral.

**18.3** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original, but all of which when taken together shall constitute one and the same Agreement.

**18.4** All rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law or otherwise.

**18.5** Should any term of this Agreement be considered void or void able under any such applicable law, then such terms shall be served or amended in such a manner as to render the remainder of this Agreement valid or enforceable.

**18.6** This Agreement may only be modified or any provision waived if such modification or waiver is in writing and signed by a duly authorised representative of each party with the exception of event related dates or times as set out in this agreement, and which can be changed by the Company at its discretion.

**18.7** In respect of any date or period mentioned in any clause of this Agreement time shall be of the essence.

**18.8** A person who is not a party to this Deed shall not have any rights or remedies pursuant to it, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**18.9** Nothing in this Agreement shall be deemed to constitute a joint venture, partnership or relationship of agency or employment between the parties.

**18.10** The Team shall not be permitted to assign any of its rights or obligations under this Agreement without the prior written consent of the Company

## **19. Governing law**

This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the Courts of England with regard to any claims relating to or in connection with this Agreement.

## **Schedule 1**

### **Event Manual (including Event Rules)**

For the avoidance of doubt:

- any defined words contained in this Event Manual shall have the same meaning and interpretation as set out in the Terms of Entry; and
- the Event Manual (including the Event Rules) will be amended and updated from time to time and will be deemed to be included as part of the Event Manual. All amendments and updates will be displayed on the "Teams" section of the official Event website at mongolrally.com and it shall be the responsibility of teams to regularly check such website in order to inform themselves and each team member of any relevant amendments and updates.
- information about the Mongol Rally for the Teams, including that shown in this Event Manual, is contained in the Online Adventure Handbook available to all Teams once they are fully signed up to the Mongol Rally. This can be linked to from the individual team member's "homepage" shown when he/she logs in to the Mongol Rally website at mongolrally.com.

### **Event Rules**

#### **Teams**

One Team for the purposes of the Event shall consist of one vehicle with up to four people. In the case of motorbike, a team can consist of as many motorbikes as you like but each rider pays the entry fee individually.

#### **Vehicles**

The Team may use any make or model of two or four-wheeled vehicle, with an engine capacity not exceeding 1200cc.



In the case that the Team wishes to use motorbikes it may use any make or type of motorbike with an engine capacity not exceeding 125cc.

In the event that the Team's intended vehicle or motorbike(s) exceeds the maximum engine capacity, it must contact the Event Director(s) to determine if any exception will be given before buying or committing to the vehicle.

At least one member of the Team must be the registered owner of that Team's vehicle.

### **Vehicle Deposit**

Every team will need to pay a full refundable vehicle deposit six weeks before the rally begins. There will be one amount for vehicle teams and a separate amount for motorbike riders.

The vehicle deposit is refundable to the Team from 30th September 2017 onwards which is when the Company will begin to refund team deposits. Deposits can only be refunded once the Company has confirmation from the Team about the Team's preferred bank account details for the refund. The Company will refund only what it receives in the deposit account in GBP (British sterling pounds) and will not be responsible for reimbursing monies charged by third parties, such as banks, at the point of transfer or any variation as a result of currency conversions.

In the event that: (a) the Team does not present their vehicle or motorbike(s) (as the case may be) for collection, together with all vehicle registration documentation, at the Designated Finishing Point; (b) provide evidence demonstrating the location of the vehicle and proof of legal disposal if appropriate or (c) any actions of the team or any team member cause the Company to incur any costs, the vehicle deposit(s) will not be refunded.

The deposit may also be withheld at our discretion if a team is not able to prove that their vehicle has departed Russia and been dealt with in a legal manner. Please note that all documentation given to the Team by the Russian border authorities in relation to the entry of their vehicle(s) into Russia must be presented with the vehicle at the Designated Finishing Point in order for the vehicle deposit for that vehicle to be repaid and the necessary procedures to be followed depending on your particular situation.

Should the Team abandon its vehicle in a country other than Russia and there are charges that the Company incurs, as a result of the Team's actions, the Company will pass them on to the Team and may deduct them from the Team's vehicle deposit. The method of payment of the vehicle deposit will be notified to all Teams prior to the commencement of the Event Period, both by e-mail and in the Team Handbook online.

In the event that any costs incurred by the Company arising from the actions of the Team or any Team member(s) are greater than the amount of the vehicle deposit paid by that team, the Company will pursue the Team for the relevant outstanding amount in accordance with the Terms of Entry without prejudice to any other rights the Company may have under the Terms of Entry or otherwise. For the avoidance of doubt, each member of the Team shall jointly and severally irrevocably indemnify the Company from any liability in respect of all costs incurred from that Team's non-compliance with this condition.

Transferring your refundable vehicle deposit to payment for shipping services:

At the time of delivering your vehicle to the Designated Finishing Point each team will declare if they want to take up the shipping services offered by the shipping company. The team will be asked to confirm this in writing at the point of delivery and sign any necessary waivers, agreements or documents required by the shipping services provider.

The team will be required to declare if they intend to pick up their vehicle once it arrives at its destination or if they would like the vehicle dealt with by a scrapping company or collect the vehicle themselves. Arrangements will be made direct with either the suggested storage company or any other storage arrangements as seen fit by the team.

In both instances the team must be willing to grant The Adventurists or the shipping services provider all powers and permissions as necessary to enable the shipping services, or be willing to provide documentation requested by The Adventurists, the shipping services provider or other third party officially engaged in the vehicle shipping process.

Teams must assess the shipping services provided and will enter into an agreement with that provider covering the terms and conditions of the service offered.

Once the team has confirmed they would like to transfer their vehicle deposit into a payment for the shipping services on offer no refunds will be available.

### **Registration of Vehicles**

The Team must register the vehicle through the official Event website no later than six weeks before the start of the Event. The Team must inform the company on the same date what they intend to do with the vehicle after they have reached the designated finishing point, whether that be exporting the vehicle or making their own arrangements.

The Team must present its vehicle for final registration at the Designated Starting Point on the first day of the Event Period at the times specified in "The Agreement" or otherwise by the Company, or at a second Event registration point as agreed with the Company.

For registration the Team must present to the Company evidence of: a valid ownership document belonging to one member of the Team; the road worthiness of the vehicle (MOT certificate or non-UK equivalent); all necessary vehicle taxation; valid insurance documents which include cover for all team members and proof of payment of the vehicle deposit. Failure to present the vehicle for registration according to these conditions may lead to the Team being removed from the Event by the Company.

### **Temporarily Importing the Vehicle into Russia**

The team agrees to abide by the Terms of Entry and the Event Rules as well as any other rules or regulations set down by the Company, the Russian Authorities and Russian Customs which apply to the temporary importation of the Team's vehicle(s) to Russia. Such rules and regulations will be notified by the Company to the Teams as soon as possible.

The Team accepts that, due to the nature of the Event, and the difficult procedures associated with the importation of vehicles temporarily into Russia, that the Russian Authorities and Customs may make decisions or last-minute amendments to any previous arrangements made with the Company that may cause delays or difficulties for the Team at the Russian border. The Team agrees that they will endeavour to contact the Event Director(s) as soon as possible to inform them of their presence at the border, should any such delay or difficulty occur, and that they will carry out any instruction given to them by the Event Director(s) concerning how they should deal with their vehicle in such a scenario.

The Team accepts that upon crossing the Russian border that it may not abandon, sell or otherwise dispose of its vehicle at any point inside Russia, other than those stipulated by the Russian Authorities and the Company together, and of which teams will be notified before arrival at the Russian border.

The Team agrees to deliver the vehicle to the Designated Finishing Point by 11th September 2017 (based on the local time at the Designated Finish Point) unless other arrangements have been made and agreed with the Company, for example the team driving the vehicle out of Russia. The Team agrees to hand over the vehicle, full ownership of and all documents for the vehicle, including any given to it by Russian customs upon crossing into Russian territory to the designated authority immediately upon arrival at the Designated Finishing Point plus any other relevant documentation needed. Failure to do this will result in the Team losing its vehicle deposit, without prejudice to any other rights the Company may have.

### **Taking the vehicle home**

Should the Team wish to depart from Russia with their vehicle or to export their vehicle back out of Russia themselves, they must notify the Company in writing no later than six weeks before the launch. Having done so, the Team may then under no circumstances leave the vehicle in Russia or they will forfeit their vehicle deposit and will be liable to pay the full import duty to Russian Customs.

### **Leaving your vehicle in other countries**

The Team agrees to abide by the rules of the country they are in if and when they must leave their vehicle due to the vehicle breaking down and/or the Team electing to retire from the Event. Any costs incurred by the Company that arise from the Team leaving the car improperly or illegally will be deducted from the vehicle deposit, or charged to the Team should the amount incurred exceed the vehicle deposit amount. For the avoidance of doubt, each member of the Team shall jointly and severally irrevocably indemnify the Company from any liability in respect of all costs incurred from that Team's non-compliance with this condition.

### **Charity Fundraising**

The Team must use their best endeavours to raise a minimum of £1000 (GB Sterling) for charity. £500 of this must be designated for the official Mongol Rally charity, Cool Earth, and the other £500 may go to the Mongol Rally recommended charities found on the charity pages of the Online Adventure Handbook, or to a charity of the Team's choice. This figure is in addition to any gift aid, other tax reclaim schemes or any charity fines added for oversized engines (as detailed below).

All charity donations raised by or on behalf of a team must be made through an online donations system approved by the Company and all minimum donation amounts paid to the charities no later than 13th October 2017. Further details of this process are contained in the Mongol Rally Online Adventure Handbook available via the User Homepage of each Team member by logging in at [mongolrally.co.uk](http://mongolrally.co.uk), using the login details issued to each Team member by the Company at the point of entrance onto the Event.

Once the Team has raised the minimum £1000 donation, it may raise further monies for any of the official Mongol Rally charities as listed on the official event website, or for a different UK registered and legitimate charity of its choice provided that all donations made, irrespective of the recipient charity, are carried out through an online donations system approved by the Company.

The Team must link to each of its fundraising pages by entering the online fundraising ID (s) for each page into the official event website, by logging in at [mongolrally.co.uk](http://mongolrally.co.uk), using the login details issued to each Team member by the Company at the point of entrance onto the Event.

If for any reason a donation cannot be made via an online donations system approved by the Company, the amount raised and the method of donation must be declared to the Event Director (s) and proof of payment to the charity given at their request.

## **Penalties and Increases to the Charity Donation**

Exceptions to the 1200cc rule may be made by the Company at its absolute discretion. For clarification on whether any exception can be made, the Teams should contact the Event Director (s) prior to commencement of the Event Period.

Should an exception be granted to use a vehicle that has an engine capacity above the specified limit of 1200cc or 125cc in the case of a motorbike, the Team must pay an extra £100 to charity for every 0.1 litre of engine capacity over that limit. All fines will be payable by a team by 13th October 2017.

## **Team Fundraising Rights**

The Team is entitled to collect separate non-charitable donations and sponsorship to cover all reasonable costs of taking part in the Event and shall be permitted to offer low-level sponsorship and branding rights to any of its sponsors (such as branding on Team specific clothing, the Team vehicle etc) subject always to the rights reserved by the Company pursuant to the Terms of Entry (including, without limit, clause 8 (Commercial Rights) and clause 9 (Media Rights)). At the Company's request, the Team may be required to provide a list of all proposed Team sponsorship at least 21 days prior to the Event Period for the Company's approval. Upon notice from the Company the Team shall remove the logo(s) or brand(s) of any sponsor(s) from the Team vehicle or any other Team items, or cease to grant any other right(s) to its sponsor(s) immediately, where the Company deems such sponsorship to conflict with any sponsorship or branding arrangements made between the Company and a Commercial Partners and/or any other Event sponsor(s).

Should the Team decide to cover its adventure expenses it must make it abundantly clear to all donors and/or sponsors how any donations and/or sponsorship are being used. The team agrees to follow the guidelines as laid out by the Institute of Fundraising - <http://www.institute-of-fundraising.org.uk> and acknowledges that, without prejudice to any other provisions of the Terms of Entry, the Terms of Entry and the Event Rules, it shall remain liable for any breach of any applicable law, regulation or law in respect of the fundraising activity it carries out.

## **Entry Fee Refund Schedule upon Withdrawal from the Event**

Up to 28 days after paying you can get a full refund minus an admin fee of £85 (we still get charged by our payment provider for both accepting and refunding your cash money). After 28 days & up to 120 days before the launch day of the adventure you can get a 50% refund of the total entry fee. Less than 120 days before the adventure launch day you're not entitled to a refund. We will send refunds back to the card used to make payment. If details have changed or a card expires you need to inform us when you request a refund. If a refund isn't successfully assigned to your account it will be your job to bully your bank into finding it and giving you the money.

## **Getting Help on the Road**

The Team accepts that the Mongol Rally is an unsupported adventure.

The Team accepts that the Company will not offer any assistance or advice to teams during the Team's journey from the Designated Starting Point to the Designated Finishing Point.

Without prejudice to any provision of the Terms of Entry, the Team shall be solely responsible for: planning its travel route from the Designated Starting Point to the Designated Finishing Point; making all necessary preparations; taking all the safety precautions it feels necessary; obtaining all necessary insurance, clearances, visas and authorisations to complete their chosen travel route. The team and each of its members, in line with clause 12.7 of the Terms of Entry above, will be responsible also for the obtaining of all necessary travel insurance to an adequate level in consideration of the high risk nature of the Event.

## **Externally Hosted Team Websites**

Should the Team choose to use an externally hosted website in addition to the Team website provided by the Company on the official Event website at [mongolrally.com](http://mongolrally.com), they must ensure that such website complies with the Terms of Entry and the Event Rules in all respects. Additionally, the Team must post the Event Mark in a prominent and visible place at the top of the home page of their team website. The appropriate file will be available to the teams to download from the 'Teams' handbook available at [mongolrally.com](http://mongolrally.com) and must be posted using the same dimensions (150 pixels high and 119 pixels wide) graphics and pantones as the original file provided.

## **Consular requests**

Some Consuls have requested that we draw the Team Members' attention to what their staff can and cannot do for a Team on the Mongol Rally.

Please refer to the page relevant to your nationality in the Mongol Rally Online Adventure Handbook for information about what your consul is able to do for you when you are abroad. Please note that the Company provides no warranty whatsoever as to the accuracy of the information displayed in the Online Adventure Handbook and accepts no liability whatsoever for any loss or damage caused as a consequence of the Team's reliance on the information provided by their consulate.

## **Schedule 2**

## The Event Marks



### Schedule 3

#### Event Schedule

**5th June 2017:** Last date for informing the Company that the Team intends to drive their vehicle out of Russia or make arrangements for export themselves without the assistance of the Company

**5th June 2017:** Last date for registering vehicle details on the Event website and informing the Company of intent (if any) to export vehicle from Mongolia (obligatory, unless otherwise agreed by the Company prior to this date)

**5th June 2017:** Last date for paying vehicle deposits (obligatory, unless otherwise agreed by the Company prior to this date)

**15th July 2017:** UK launch party

**16th July 2017:** Mongol Rally UK Launch

**17th July 2017:** European city pit-stop

**19th July 2017:** Europe Party

**21st July 2017:** Mongol Rally Party, Vama Veche, Romania

**11th August 2017:** Finish line opening ceremony

**11th September 2017:** Finish line closing ceremony - deadline for delivering vehicle to finish line for taking up services of shipping provider

**30th September 2017:** Adventurists start paying back Team deposits

**13th October 2017:** Last date for paying all the charity money (obligatory, unless otherwise agreed by the Company and Official Charities prior to this date)