

Entry form 2020

ENTRANT:

ENTRANT/TEAM:	LAST NAME/FIRST NAME:	
STREET ADDRESS:	POST CODE, CITY:	
A.S.N.:	LICENCE NUMBER:	E-MAIL:
PHONE:	FAX:	

VEHICLE:

MODEL: Renault Clio R.S. IV CUP	VEHICLE IDENTIFICATION NO.:	
VEHICLE OWNER:	VEHICLE LOG BOOK NO.:	
STREET ADDRESS:	POST CODE, CITY:	
PHONE:	FAX:	E-MAIL:

DRIVER:

LAST NAME/FIRST NAME:	DATE OF BIRTH:
STREET ADDRESS:	POST CODE, CITY:
A.S.N./LICENCE NO.:	NATIONALITY:
PHONE NUMBER:	FAX NO.:
MOBILE:	E-MAIL:

Should the information provided in the registration form change over the course of the year, you must immediately inform ISM International Sport Management GmbH (ISM) in writing.

ISM International Sport Management GmbH makes no guarantees that all races planned for the 2020 season will take place.

Please return the original to:

ISM International Sport Management GmbH
Ziegenhainer Strasse 57
60433 Frankfurt
Germany

General contractual declarations by entrant and driver:

Entrants/drivers hereby declare that:

- The information provided in the application is correct and complete and the driver is fully able to meet the requirements of the races.
- The vehicle will be used in the events only if it contains no visual or technical defects, and the vehicle complies with all technical regulations.

By signing, entrants/drivers further declare that:

- They have taken note of the FIA International Sporting Code (ISC) with appendices, the DMSB race track rules, the special regulations for the event series, the legal and procedural guidelines (RuVO), the regulations contained in this application, and the other FIA and DMSB regulations.
- They accept the aforementioned as binding and will comply with them, and consent to these rules and regulations becoming part of the contractual relationship with ISM GmbH and the organisers.
- The DMSB, the courts under its jurisdiction, the sports commissioners of the respective organisers and the organisers themselves are entitled to determine penalties, within the scope of their respective jurisdiction, for violations of the provisions as provided for in the ISC, the RuVO, the rules, the event tenders and other regulations.

Authorisation to submit race entries:

Entrants/drivers hereby authorises Renault Motorsport to submit entries on their behalf for the individual events at which races counting towards the Renault Clio Cup Central Europe will be held. The right of the organiser to refuse entries remains unaffected. This authorisation may only be revoked in writing and cannot be revoked retroactively. The authorisation cannot be revoked in the time between ISM's entry deadline and the subsequent event.

The entrant/driver is aware that non-compliance with the obligation to participate (Art. 68, 69, 152 of the ISC) may be punished by the DMSB sports court with a contractual penalty. This also applies if the entrant/driver does not provide notification or provides late notification regarding the intention to withdraw from the race. Entry fees paid will not be refunded. ISM reserves the right to claim compensation from the entrant/driver for any damage caused by late notification or non-participation.

Entry fee:

The entry fee of €7,500 plus 19% VAT (€6,500 plus 19% VAT if payment is received before 31/1/2020) for the Renault Clio Cup Central Europe includes all entry fees for the racing events listed in the rules. Entry fees for any open test runs prior to the respective events are not included in this flat rate. Entry fees will not be refunded, not even in part, even if the authorisation is revoked. For individual entries, the entry fee is €1,400 plus 19% VAT.

Registration will only be processed once the full entry fee has been paid.

Bank details:

Bank:	Sparkasse Frankfurt
Account holder:	ISM International Sport Management GmbH
IBAN	DE24 500 502 01 124 665 3603
BIC	HELADEF 1822

Barring of legal proceedings and limitation of liability:

- Legal proceedings are barred for all decisions relating to the FIA, DMSB, the courts under their jurisdiction, the sports commissioners, the series' tendering party or the organiser as the adjudicator according to § 661 of the German Civil Code [Bürgerliches Gesetzbuch – "BGB"].
- No claims for damages of any kind are permitted that result from measures or decisions made by the DMSB or the sports courts under its jurisdiction, or by officers of the DMSB and the series' tendering party or their legal representatives or agents, with the exception of damages arising from injury to life, limb or health or other damages resulting from an intentional or grossly negligent breach of duty.

The participants take part in the event at their own risk. They assume sole civil and criminal responsibility for all damage caused by them or the vehicle they use, insofar as there is no indemnity against liability. By submitting their registration, entrants and drivers declare that they waive all rights and claims for damages of any kind associated with the events, specifically involving:

- The FIA, DMSB, member organisations of the DMSB, Deutsche Motor Sport Wirtschaftsdienst GmbH, its presidents, bodies, CEOs, general secretaries
- The ADAC regional clubs, ISM International Sport Management GmbH and their representatives, the promoter, the organiser, the stewards, the race track owners
- The authorities, racing services and all other persons associated with the organisation of the event
- Agents or representatives of the aforementioned persons and bodies

This waiver does not apply to damages resulting from injury to life, limb or health that is caused by intentional or negligent breach of duty, or to other damages resulting from an intentional or grossly negligent breach of duty.

The liability disclaimer takes effect for all parties upon submission of the registration. The liability disclaimer applies to claims for any legal reason, in particular both for claims for damages resulting from contractual and non-contractual liability and for claims resulting from non-permitted actions. Tacit liability disclaimers remain unaffected by the preceding liability disclaimer clause.

Data privacy

We take your privacy very seriously, and we handle the personal data you provide to us with the utmost care. In accordance with Regulation (EU) 2016/679 of the European Parliament and 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 Regulation), we disclose below which information we collect, why we collect it, how we process it and to whom we transmit it.

1. General information on our handling of personal data

We, ISM International Sport Management GmbH, are the “controller” within the meaning of data protection law. If you have any questions regarding the handling of your data, please contact us, ralph@ism-motorsport.com or by post at ISM International Sport Management GmbH, Ziegenhainer Strasse 57, D 60433 Frankfurt.

2. What is personal data and which data is stored?

We collect and process your personal data (e.g. name, date of birth, address, contact details and, if applicable, other data such as contracts and their modalities as well as vehicle-related data) for the purpose of:

- Properly **executing the underlying contractual relationships** or implementing **pre-contractual measures** to which you are a party
- Fulfilling a **legal obligation** to which we are subject (e.g. if the processing and use of your data is legally necessary for compliance with tax and business-related retention periods, for national security, for criminal prosecution or other public interests)
- Safeguarding our **legitimate interests and legal obligations** (to assert/defend against civil claims arising from contractual or statutory obligations)

3. Is there an obligation to provide data?

Personal data must only be provided to the extent necessary for the establishment, execution and termination of a business relationship or for the performance of the Clio Cup Central Europe and for the fulfilment of the associated contractual obligations, or if we are legally obliged to collect it. Beyond this, there is no obligation to provide personal data.

4. With whom do we share your personal data?

Those departments within our company that need your data to fulfil our contractual and legal obligations will have access to it. We also pass on your personal data to our service providers, who process personal data on our behalf and according to our binding instructions (contract processors). These companies are contractually obliged to protect your data. We transmit data to official bodies or authorities only if we are obliged to do so.

5. Your rights

At any time you can contact ISM International Sport Management GmbH, to receive information about your stored personal data (from the second request for information within one year, however, we charge a processing fee, provided that circumstances have not changed), and at any time you can request the correction of incorrect data, the restriction of processing, or the blocking/deletion of unlawfully or excessively processed data (unless legal reasons or other reasons to the contrary exist under Art. 17 para. 3 of the GDPR). You have a **right to object** to processing on grounds relating to your particular situation, even for data which we process on the basis of a public interest (Art. 6 para. 1 lit. e) of the GDPR) or on the basis of a legitimate interest (Art. 6 para. 1 lit. f) of the GDPR). To exercise your rights, you can contact us using the contact details above. A revocation of consent does not affect the legality of any previous data processing and does not extend to such data processing for which there is a legal reason and which may therefore be processed even without consent.

Your right of data portability under the respective legal requirements entitles you to receive your personal data in a structured, common and machine-readable format.

You also have the right to lodge a complaint with the responsible supervisory authority if you believe that the processing of your personal data is not lawful. This authority is the State Commissioner for Data Protection and Freedom of Information for Hessen. Further information is available at <https://datenschutz.hessen.de>.

6. How long do we keep your personal data?

We only store your personal data for as long as is necessary for the purpose for which it was collected. For each of the aforementioned purposes, the following table shows the maximum retention periods for your personal data. After the periods stated below, we will no longer use your personal data for these purposes.

Purpose	Retention of data
Execution of the underlying contractual relationships, implementation of pre-contractual measures, assertion of/defence against civil law claims	Until the end of the year following the commencement of the limitation period for all reciprocal claims.
Safeguarding of our legitimate interests	A maximum of 5 years if you have entered into a contractual relationship with us, or a maximum of 3 years if you have not entered into a contractual relationship with us.
Fulfilment of a legal obligation	As long as the storage is legally necessary, e.g. according to the German Commercial Code or the German Tax Code. We also retain personal data if necessary in connection with claims asserted against us (maximum statutory limitation period of 30 years), with the regular limitation period being three years.

By registering for the Clio Cup Central Europe, drivers, participants and vehicle owners declare that they have read and understood the above privacy policy.

.....
Location	Date	Driver signature
Signatures of legal guardians required for under-age drivers		
.....
Name of legal guardian in block capitals		Signature of driver's legal guardian

.....
Signature of the entrant –if not the same person–

Indemnity against liability vis-à-vis the vehicle owner:

Insofar as entrants or drivers are not themselves the owners of the vehicles being used, they must ensure that the vehicle owner signs the liability disclaimer printed below.

CHECK THE BOXES THAT APPLY.

I declare that:

- The driver is the owner/holder of the vehicle to be used.
- The entrant is the owner/holder of the vehicle to be used.
- Neither** the entrant nor the driver is the owner of the vehicle to be used.

If the statement has not been signed by the vehicle owner, contrary to the obligation to do so, the entrant and driver shall indemnify all persons and bodies listed in the above exclusion of liability from any claims by the vehicle owner.

Vehicle owner's waiver:

(Only required if entrants or drivers are not themselves the owner of the vehicle being used.)

I agree to allow my vehicle to participate in the RENAULT CLIO CUP CENTRAL EUROPE races as described in this registration and agree to waive all claims of any kind for damages arising in connection with the events, against all persons and bodies listed in the above waiver of liability and to the extent specified therein.

The liability disclaimer takes effect for all parties upon submission of the entry form.

.....
Location/date

.....
Name of vehicle owner

.....
Signature of vehicle owner