

# Mercedes-Benz Challenge 2017

## Terms and Conditions:

These are the terms and conditions that govern your relationship with the Event and MBC, in your capacity as a participant in this Event or otherwise. Please read these terms and conditions carefully before agreeing to participate, volunteer or otherwise being engaged in this Event, as it contain your rights and obligations. By continuing with this Event, you expressly agree to the terms and conditions below:

### 1. Definitions

1.1 “**MBC**” means the “**Mercedes-Benz Challenge**”, and includes reference to the owner of the Event, organizers of the Event, the shareholders, beneficial owners, including Rush-A-Way, affiliates, directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, volunteers, and any persons in anyway engaged by or related to the Event;

1.2 “**Event**” means this event being held by Rush-A-Way, being marketed by the name of “Mercedes-Benz Challenge”, to be held on such date and time, and at such Venue as specified on the event website;

### 2. General Rules:

2.1. I understand that each registration is a team registration, for a two member or a three member or a four member team, based on the option I choose while payment.

2.2 I understand that my team is required to drive a Mercedes-Benz car during the Event. Failure to do so will lead to disqualification.

2.3 I understand that my team needs to bring atleast one smartphone with 3g/4g connection for the Event.

2.4 I understand that the driver in my team should have a valid UAE driving license.

2.5. During the Event, my team and I are required to follow all RTA rules. MBC will not be responsible for any fines of any kind incurred on any individuals during the race.

2.6. If I wish to rent a Mercedes-Benz from the MBC website, I understand that the driver from our team should be above 23 years and must have a valid UAE driver’s license that is at least a year old.

2.7 The MBC is conducted on a point system where each task has a time limit along with points. The faster the task is completed the more points are received. For example: A 20 minute task if completed in 15 minutes, the team will receive 50 points.

2.8 The race will be facilitated using a web-based application. In case of a technological failure, a manual system will be in place providing the participants with clues, instructions and points.

2.9 I grant permission to MBC to use my photograph and/or any other record of my participation in MBC for any legitimate purpose. I understand that any and all photographs, motion pictures, recordings, and/or likenesses of them captured during Event becomes the sole property of MBC. I grant the right, permission and authority to MBC to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities.

2.10 I agree to become familiar with and abide by all written and/or posted rules of MBC. I further agree to comply with all directions, instructions and decisions of MBC and Venue personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

### 3. Emergency Delay or Cancellation:

3.1 I acknowledge that MBC at its sole discretion may delay, modify, or cancel the Event if conditions or natural or man-made emergencies make administering the Event unreasonably difficult or unsafe. I agree that “emergency” is defined to mean any Event beyond the control of MBC, including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labor difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the Event of a delay, modification, or cancellation of the Event as described in this paragraph, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with the Event.

### 4. Warning of Assumption of Inherent Risks

4.1 I understand fully the inherent risks involved in the Event and assert that I am willingly participating in the Event. I acknowledge that: (a) I know the nature of the Event; (b) I understand the demands of this activity relative to my physical condition; and (c) I understand the potential impact of the types of injuries that may result from the Event. I hereby assert that I knowingly assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of participating, volunteering or otherwise being involved in the Event. In short, I acknowledge that I am participating, volunteering or otherwise being involved in the Event entirely at my own risk.

#### **5. Waiver of Liability for Negligence**

5.1 To the extent permitted by law I agree that under these terms and conditions MBC shall be excluded from liability for negligence in the conduct of the Event and further MBC shall be excluded from liability under any civil liability or consumer law, or any arbitration order, applicable to the Emirate of Dubai in which this Event is held subject to the exception that this exclusion of liability will not apply in circumstances where the conduct of MBC or its officers, servants or agents is proven to be grossly negligent.

5.2 I hereby forever waive, release, covenant not to sue, and discharge MBC and the other Released Parties from any and all claims, actions, arbitration claims, costs and expenses, suits, demands, losses and other liabilities in relation to any of death, physical or mental injury (including the aggravation, acceleration or occurrence of such injury), the contraction, aggravation or acceleration of a disease or the coming into existence, the aggravation, acceleration or occurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to me or the community or that may result in harm or disadvantage to me or the community resulting from the inherent risks of the Event or any acts of MBC (or other Released Parties), that do not tantamount to proven gross negligence, that I may have arising out of my participation or otherwise being involved in the Event.

#### **6. Indemnification Agreement**

6.1 I hereby agree to hold harmless, defend, and indemnify MBC, which for the avoidance of doubt includes defending and paying any judgment, court costs, arbitration costs, expenses and claims, investigation costs, attorney's fees, and any other expenses incurred that relate to a breach of these terms and conditions from any and all claims made by me, or any Releasing Party, arising from death, physical or mental injury, including the aggravation, acceleration or occurrence of such an injury, the contraction, aggravation or acceleration of a disease or the coming into existence, the aggravation, acceleration or occurrence of any other condition, circumstance, occurrence, activity, form of behavior, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to me or the community or that may result in harm or disadvantage to me or the community due to my participation, volunteering or otherwise being involved in the Event, including by way of any such harm, disadvantage, injury caused to the Releasing Party during training or preparing for the event, be it at the Venue, at any participating partners of MBC or the Event or at any other third party venue. This applies both to claims arising from the inherent risks of the Event or any act of MBC.

6.2 I further agree to hold harmless, defend, and indemnify (which for the avoidance of doubt includes defending and paying any judgment, court costs, investigation costs, attorney's fees, and any other expenses incurred that relate to a breach of this contract) MBC (and the other Released Parties) against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation, volunteering or otherwise being involved in the Event.

4.3 I hereby indemnify and hold harmless MBC against any claims.

#### **7. Refunds/Transfers/Ticket changes**

7.1 All fees and associated costs (including optional product purchases), paid in registration for this Event are not refundable by MBC under any circumstances, including but not limited to injury, halting participation, eviction from the Event, a scheduling conflict and/or Event cancellation.

#### **8. Disclaimer for SIXT Rent a Car – Applies to those who are renting the car from the MBC website.**

8.1 The Mercedes-Benz vehicles are all comprehensively insured; however, in case of an accident or even a slight damage to the body, the driver is responsible to obtain a police report; Gargash Insurance will not cover any damage or scratch on the vehicle without a police report. The driver will be entitled to pay for the damages if a report was not obtained.

- 8.2. I am a holder of a valid UAE driving license over 1 year old
- 8.3. I am over 23 years of age
- 8.4. I will obey the instructor's directions and at all times and that in case of non-observance of those instructions, the organizer can disqualify me from the driving event.
- 8.5. My participation in the event is entirely at my own risk and responsibility and that I shall be liable for any damages caused by negligence, intent or non-observance of instructor's directions.
- 8.6. For avoidance of doubt, any damages to the vehicles caused by negligence, intent or non-observance of the instructor's directions shall be borne by myself, if to an extent those damages are not covered by the insurance for the vehicles for whatever reason.
- 8.7. The vehicle is covered by collision and vehicle liability insurance with a deductible of AED 2,500 per case damage. In cases of gross negligence or intent when driving, or of infringement of statutory regulations, Gargash Enterprises, reserves the right to seek recourse against me.
- 8.8. In-case of any damages caused negligently or intentionally by myself to third parties, I shall- on first request, irrevocably and unconditionally – hold the organizer harmless from any liability for whatever reason- including but not limited to consequential, material or immaterial damages in connection with the event.
- 8.9. The traffic fines incurred during the driving period will be deducted from the driver's credit card. The driver at the time will be notified by Gargash Enterprises prior to charging the fines. Depending on the type of traffic fine, but there are incidents where the driver will be required to go to the police station for black point deduction.
- 8.10. As per UAE law, drinking and driving is completely prohibited.
- 8.11. I assume full responsibility for any bodily injury, death, property damage and/or any direct or indirect loss I may cause while participating in the event. I will indemnify and hold Gargash Enterprises L.L.C. Daimler Middle East & Levant & Rush-A-Way harmless from any claims resulting from any bodily injury, death, property damage or any other direct or indirect loss which I may cause to myself , the passengers any third party while driving vehicle at the Event.

## **DECLARATION**

**I HEREBY FULLY AND EXPRESSLY CONFIRM THAT BY REGISTERING FOR THE EVENT, I AGREE AND ACCEPT THESE TERMS AND CONDITIONS AND IRREVOCABLY AGREE TO BE FULLY BOUND BY THE SAME. I FURTHER CONFIRM THAT WHERE I HAVE REGISTERED FOR THE EVENT FOR ANOTHER PERSON, THEN SUCH PERSON HAS READ AND ACCEPTED THESE TERMS AND CONDITIONS AS WELL, AND HAS IRREVOCABLY AGREED TO BE FULLY BOUND BY THE SAME.**

**Name:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature:** \_\_\_\_\_