



## RULES OF THE TALENT MRACING X LIGIER SEASON 2022

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The company MRACING- SAS with a capital of €1,000 € registered at the Trade and Companies Registry of Nevers under number 800 022 113 whose head office is located at – Mracing Technopole de Magny-Cours, Rue Francois Cevert, 58470 Magny-Cours (represented by its manager Mrs. Justine Monnier), hereinafter referred to as the Organizer, organizes a talent detection program, the Talent MRacing X Ligier (hereinafter referred to as the Event) consisting of a race against the clock and an interview with a jury, allowing a winner to attend as a pilot the 2022 Ligier European Series season in the Ligier JS2 R category.

### 1. PREAMBLE

The present rules (hereinafter the Rules) apply to all participants in the Event. The registration of the participant to the Event implies his/her express and unconditional acceptance of these Rules and any of their subsequent modifications.

The Organizer may revise and update the Rules at any time; it is therefore important for participants to consult them regularly. All changes to these Rules will be effective immediately upon notification, by any means, including publication of a revised version of these Rules on the website [www.talentmracingligier.com](http://www.talentmracingligier.com).

In the event of a material change to the Rules, the Organizer will notify participants by e-mail to the e-mail address they have provided on the registration form.

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### 2. PARTICIPATION TERMS

To participate in the Event, the participant must:

- Be at least 16 years old on the day of the Event,
- Hold a racetrack or «TPRL» type license from the Federal Authority (FFSA),
- Provide a medical certificate of fitness to participate in the Event for non-licensed participants,
- Not to be categorized as «Gold» or «Platinum» by the FIA,

**Mandatory information on the medical certificate:** it is specified that the medical certificate of the participants must be dated less than 3 months before the date of the Event and shall include the following words: «Ability to practice motorsport in competition».

**WARNING!** Participants living abroad are required to provide a medical certificate with the same characteristics as those described above, even if they are holders of a Licence issued by a Federation affiliated to the FFSA which includes a recognition of aptitude.

This certificate must be signed and allow the authentication of the doctor, whether or not the latter is established on the French territory. If the doctor is not established on the French territory, the medical certificate must be written in French or English.

These documents must be provided by the participant at the same time as his/her registration. Otherwise, the registration will be rejected.

Registration for the Event implies the express and unreserved acceptance by each participant of the present Rules.

### **3. REGISTRATION PROCEDURES AND FEES**

Registration for the Event shall be made either by e-mail to the following address <talentmracingligier@gmail.com>, or by mail by returning the registration form as well as the payment, provided on the website, completed and signed at the latest 30 days before the date of the Event to the following address: MRacing Technopole de Magny-Cours, Rue Francois Cevert, 58470 Magny-Cours.

The Organizer has the right to refuse the registration of a participant if it considers that it has a legitimate reason to do so.

The participant undertakes to provide only sincere and accurate information concerning his/her identity and, health and fitness.

Price: the registration fee for the Event is € 3,900 excluding VAT i.e., € 4,680 including VAT.

A deposit of €1,000 € will be required at registration. The deposit will have to be paid by bank check made out to MRacing and sent by mail to MRacing Technopole de Magny-Cours, Rue Francois Cevert, 58470 Magny-Cours. The balance must be paid by bank transfer 8 days before the event.

The participant will have to provide in addition, at the time of the registration a deposit check of €8,000 to cover any damage caused by him/her to the vehicle made available by the Organizer for the Event, not covered by the insurance policy taken out by the by the Organizer (this sum corresponds to the insurance deductible amount).

Any registration for the Event is personal, firm and final, and may not be subject to refund for any reason whatsoever, unless specifically stipulated in the Regulations. No transfer of registration is authorized for any reason whatsoever. Any person who fraudulently transfer its registration to a third party will be held responsible in the event of an accident occurring or caused by the latter during the Event. The organization declines any responsibility in case of accident in this kind of situation.

### **4. EVENT'S PROCEDURE**

The Event will take place over two days, on November 25 and 26, 2021. The selection will take place will take place on one day and the second day will be reserved for the 10 finalists. The candidate must be available for 2 days.

#### **4.1. Day 1: Selection - November 25, 2021**

##### 4.1.1. General information

The first day of the Event will be considered as the selection phase on November 25. Each participant will have to complete three series on the Magny-Cours Club Racetrack at the wheel of one of the cars made available by the Organizer.

The three series will be composed as follows:

Two practice rounds of four laps and a timed round of five laps, the average of the three best laps being used.

Participants are informed that spinning, severe wheel lock-up or going off the racetrack will be eliminatory.

The Organizer reserves the right to re-run a participant if it considers that the conditions (in particular but not exhaustively climatic or mechanical) have not been met for the proper conduct of its session.

Before the departure of the participants, a professional pilot will complete the course in order to establish a reference time.

#### 4.1.2. Stages

- ✓ Briefing: Reminder of the rules - presence of all participants (attendance sheet)
- ✓ Presentation of the car
- ✓ Presentation of the racetrack - 1 reconnaissance lap of the racetrack
- ✓ 1st Serie
- ✓ 2nd Serie
- ✓ 3rd Serie

### **4.2. Day 2: Final - November 26, 2021**

The second part of the Event will be considered the final. Ten participants will be selected from the first day. The final will take place on the Magny-Cours F1 racetrack on November 26. Each participant will have to complete three series at the wheel of one of the cars provided by the Organizer.

The three series will be composed as follows:

Two practice rounds of four laps and one timed round of five laps, the average of the three best laps being retained.

#### 4.2.1. Stages

- ✓ Briefing: Reminder of the rules - presence of all participants (attendance sheet)
- ✓ Presentation of the racetrack - 1 reconnaissance lap of the racetrack
- ✓ 1st Serie
- ✓ 2nd Serie
- ✓ 3rd Serie

### **4.3 Interview with the Jury**

The Jury is composed of 3 members (a professional driver: Yvan Muller, a sports trainer and a specialized automotive journalist) whose decision power is final.

The participants will have to pass an interview with the jury at the end of the Day n°2, determining for the selection of the winners. The decision of the Jury will not be subject to any appeal.

## **5. COMPULSORY, AUTHORISED, RECOMMENDED AND PROHIBITED EQUIPMENT - PRACTICAL DETAILS**

The Organiser will provide participants with a Ligier JS2 R and a replacement car with similar characteristics. All participants shall use the vehicle made available to them. No external vehicle, even with the same characteristics as the one provided by the Organiser, may take part to the Event.

These vehicles are insured by the Organiser.

However, an excess of €8,000 per claim is applied in the event of damage to the vehicle. For this reason, each participant will be asked to provide a €8,000 deposit cheque, which will only be cashed in the event of damage to the vehicle to the extent of the damage caused. If no damage has been caused during the participant's driving sessions, the deposit cheque will be returned on the evening of the driving session.

To compete, participants must be equipped with the following FIA approved equipment: helmet, gloves, approved frontal head restraint (FHR type), fireproof suit, fireproof underwear and shoes. Each participant will have to obtain his/her equipment by his/her own means. He/she is entirely responsible for it.

The wearing of valid FIA approved FHR helmets is compulsory. The helmet must be a full-face helmet. The drivers' equipment must comply with chapter III of appendix L of the International Sporting Code.

Equipment not approved for motor racing is forbidden.

## **6. SELECTION OF THE WINNER**

The winner will be selected on the basis of:

- ✓ the timing achieved by retaining the average of the best 3 laps completed during the last series of five laps completed during Day 2,
- ✓ and his/her interview with the Jury.

## **7. THE WINNER**

The prize for the winner is the right to compete during a season's of Ligier European Series racing in the Ligier JS2 R category.

The value of this prize is estimated at approximately €100,000 including tax for the winner. In order to benefit from this prize, the winner must commit to participating in all races on the Ligier European Series calendar for the 2022 season. The winner must drive in the MRacing team. No money will be paid. Under no circumstances will the value of the prize be converted into a cash reward.

The prize money for the 2022 season consists solely of the following items, excluding any cash:

- The provision of a Ligier JS2 R type vehicle for the Ligier European Series Championship events
- The provision of a homologated equipment pack consisting of:
  - A helmet,
  - An FHR protection system,
  - A pair of gloves
  - An official Ligier European Series suit bearing the colours of the Talent MRacing X Ligier sponsors and the MRacing team,
  - A pack of flame retardant underwear,
  - A pair of boots,
  - A radio kit.

Are not included in the participation of the 2022 season:

- travel, accommodation and catering expenses,
- the international licence,
- the insurance excess (€8,000 per claim),
- the cost of repairing the vehicle for its fraction of less than €8,000, for which the participant remains liable.

## **WARNING**

The Organiser draws the attention of the participants to the personal involvement necessary to participate in a Ligier European Series season in the Ligier JS2 R category. This participation implies:

- Sharing the car with a teammate in endurance races and alternating driving times,
- To be available for all rounds of the 2022 season to participate in race meetings in accordance with the regulations of the season organiser,
- To travel to the competition sites by their own means and at their own expense,
- To integrate into the team,
- Have the necessary time to train,
- Be available for up to 7 additional days during the season for testing or for activities related to partners or other.

## **8. ACCESS TO THE RACETRACK**

The racetrack on which the Event will take place is an approved private racetrack located in France.

The racetrack will be privatised for the Event and closed to the public.

To attend the Event and gain access to the site, the participant acknowledges having read and accepted the racetrack's rules and regulations, which he/she agrees to comply with in all respects.

The general services of the racetrack are therefore sovereign during the Event to take any decision to stop any behaviour affecting the safety of the Event or the health of the participants. The general services may decide to withdraw a participant from the race for medical reasons or for reasons affecting the safety of the Event. Under no circumstances can the Organiser be held responsible for a participant who has not been able to finish his or her session because of a decision to withdraw from the race taken by these general services.

## **9. SECURITY**

The Organiser and the security personnel are entitled to deny access to the Event or continued participation in the Event to participants whose behaviour is likely to disrupt the smooth running of the Event, in accordance with the circuit regulations.

## **10. TIME-KEEPING**

Timing will be carried out with the Beacon system installed on the racetrack and in the car. The record extracted from the data acquisition from the car will be taken as proof. The automatic timing will be doubled by a manual timing to compensate for any failure of the system set up.

## **11. INSURANCE**

Civil liability: In accordance with current applicable legislation, the Organiser has subscribed to an insurance covering the financial consequences of its civil liability, that of its employees and of all participants in the Event. Regarding the civil liability of participants, the intervention of this insurance is limited to accidents that they may cause during the course of the Event. This cover will be provided in addition to or in the absence of other insurance policies that the participants may have. A proof of insurance of this will be provided to any participant on request.

Vehicle insurance: The Organiser has subscribed to an insurance for each of the vehicles used for the Event to cover the amount of material damage caused to the vehicles, less the applicable excess (€8,000), which will be paid by the participant who caused the damage.

Individual accident insurance: It is strongly recommended that all participants in the Event to take out an insurance policy when registering for the Event that guarantees the payment of a capital in the event of bodily injury (death or permanent disability) due to an accident occurring on the course of the Event.

The compensation, calculated according to the damage and the limits of coverage chosen, is paid if the insured is the victim of an accident that occurred during his/her participation in the Event.

THE SUBSCRIPTION OF THIS INSURANCE, ALTHOUGH OPTIONAL, IS STRONGLY RECOMMENDED.

It can be taken out in addition to or in the absence of insurance of the same type held in particular via a sports licence of the «TPRL» type, the subscription of which is available from the French Federation of Motor Sports (FFSA).

The Organiser declines all responsibility in the event of damage (theft, breakage, loss, etc.) to the participants' personal property, even if the Organiser is responsible for its surveillance. The participant, as the owner, expressly agrees to retain custody of these personal belongings during the Event. This includes any damage to the participant's personal property while it is left in the locker, which may be set up during the Event by the Organiser. The participants may not claim against the Organiser for damage to their equipment. It is the responsibility of each participant to take out insurance to cover these risks.

## **12. USE OF IMAGES**

### **12.1. Images of the participant**

As the Event may be captured for the purposes of communication to the public, in any form (notably photo, video, etc.), on any existing or future medium, in any format, for any communication to the public worldwide, for any subsequent use including advertising and/or commercial purposes, each participant expressly authorises the Organiser, its successors or assigns (in particular its commercial partners) in this context to record and reproduce on any medium and by any means, and consequently, to reproduce and represent, without compensation or remuneration of any kind, his/her name, voice, image, and more generally his/her sports performance accomplished within the framework of the Event (hereinafter referred to as his/her Image), for a period of 10 years as from the end of the Event.

In this respect, the participant expressly authorises the Organiser to grant the partners of the Event sub-licenses for the use of his/her Image for commercial and/or advertising use. To this end, each participant expressly and irrevocably authorises the Organiser, its successors in title and assigns (in particular its commercial partners), in order to meet the requirements of advertising, promotional and/or commercial campaigns to:

- ✓ make any modification, addition or deletion that they deem useful for the exploitation of its Image under the conditions defined above,

- ✓ associate and/or combine with its Image, any/all signatures, catchphrases, slogans, aptions, trademarks, distinctive signs, legal notices, visuals and, in a general way any element of any kind chosen by the Organiser, intended in particular to illustrate the communication media in which they are integrated.

The participant guarantees that he/she is not bound by any exclusive contract relating to the use of his/her Image.

The participant is informed and accepts without reservation that his/her participation in the Event implies the capture of his/her Image by the Organiser's official service providers.

If the Participant wishes to object to such publication for a legitimate reason, he/she must communicate this decision to the Organiser at the following address MRacing Technopole de Magny-Cours, Rue Francois Cevert, 58470 Magny-Cours before the Event and at the latest thirty (30) days before the Event so that the appropriate measures can be taken.

## **12.2. Images of the Event**

Any communication of still images and/or animated sequences of the Event captured by the participant during his/her participation in the Event must be limited to personal use and may under no circumstances be used for promotional and/or commercial purposes outside the Event.

## **13. PERSONAL DATA**

By registering for the Event, the participant is required to provide a certain amount of data about him/her. Some of this data that may be used to identify the participant, either directly or indirectly, are considered as personal data within the meaning of the regulations applicable to the protection of personal data.

In general, the personal data communicated to the Organiser is intended for the authorised staff of the Organiser, which is the company responsible for processing this data and to its possible subcontractors or suppliers.

The Organiser collects this personal data for the following purposes:

- To enable the creation, management and access to the participant's file,
- To provide the information and services offered and, in particular, to enable registration for the Event, and where applicable to enable the sale of ancillary products and/or services,
- To enable the processing, follow-up and management of registration,
- To offer personalised services,
- To send e-mails or post messages to provide the participant with any information such as confirmation of the participant's registration, ...
- Send e-mails or SMS to provide information, announcements related to the Event,
- Inform the participant of their results.

The Organiser may share personal data submitted to it by the participant to its suppliers, service providers or subcontractors. These partners have agreed to maintain the confidentiality, security and integrity of such data.

The participant is likely to receive by telephone call and/or postal mail or by email or SMS promotional offers from the Organiser's commercial partners, to whom the data may be transmitted and transferred for commercial prospecting purposes, provided that they have ticked the box provided for this purpose at the time of registration. In any event, the participant may object at any time to it.

In accordance with the applicable regulations on the protection of personal data, the participant has the right to access, modify, correct or delete any personal data concerning him/her. He/she also have the right to formulate specific or general directives concerning the conservation, deletion and communication of their data.

The participant may exercise all these rights by e-mail to the address [«talentmracingligier@gmail.com»](mailto:talentmracingligier@gmail.com).

To find out about the Organizer's general data protection policy, the Organizer invites the participant to refer to the privacy policy on the site available at: [«www.talentmracingligier.com»](http://www.talentmracingligier.com).

The Organiser invites the participant to read the following provisions carefully:

*«At the end of the Event, the information related to the participant's sporting performance (in particular his/her results, photos and videos) will be published on the Event website. The results associated with the name, first name and region of the participant will then be likely be used by other media. If the participant wishes to object to such publication for a legitimate reason, he/she must communicate this decision to the Organiser at the following address: MRacing Technopole de Magny-Cours, Rue Francois Cevert, 58470 Magny-Cours prior to the Event and at the latest thirty (30) days before the Event so that the Organiser can take appropriate so that the latter can take the appropriate measures».*

Duration of Data retention: The Data is kept for a period of three years from the end of the Event. At the end of this retention period, the company MRacing will temporarily archive the Data for the longest period of time that is legally applicable for this type of service. Their access will then be strictly limited to their use in a legal or judicial context.

#### **14. ANTI-DOPING**

Doping controls may be carried out during the Event. Participants in the Event undertake to comply strictly with the doping ban and the provisions concerning provisions concerning anti-doping tests, as they result from the laws and regulations in force, in particular in force, in particular articles L.230-1 et seq. of the French Sports Code.

#### **15. MODIFICATION - POSTPONEMENT - CANCELLATION**

If circumstances so require, the Organiser reserves the right to modify at any time the course, the position the course, the position of the timing points, to postpone the date and/or times of the Event, to stop the Event in progress, to cancel it, in particular for the following reasons following reasons:

- Natural disaster, weather conditions, health problems or any other circumstances beyond the circumstances beyond the Organiser's control, in particular those that endanger the safety of the participants and the Event's management team,



- Number of participants: the Event may be cancelled if it is unable to register a sufficient number of participants.

If the Event is cancelled for any reason beyond the control of the Organiser, the Organiser may postpone the Event or reimburse the participant for the registration fee. The Organiser cannot be held responsible in this respect.

In the following exceptional cases: serious illness, injury, death of the spouse, of an ascendant or descendant, the participant may cancel his/her participation and claim a refund of the sums paid.

## **16. LIMIT OF LIABILITY**

Participation in the Event implies awareness and acceptance of the conditions and limitations of such an Event, particularly in terms of bad weather, technical problems with vehicles, or any condition deemed by the Organiser as not allowing the proper conduct of the said Event. The Organiser may at any time and without justification decide to shorten, modify, postpone, suspend or cancel the Event. The Organiser may not be held liable in any way for this.

## **17. AGREEMENT ON EVIDENCE**

To be valid, all exchanges with the Organiser must be made at the address of its registered office indicated at the beginning of these Rules or by means of its e-mail.

Participants agree that, in order to date their registration, the following will be taken into account/

- for registrations by post: the postmark,
- for registrations by e-mail: the date and time of receipt by the Organiser of the registration e-mail containing the registration form.

By mutual agreement, the Organiser and the participants accept that future exchanges concerning the Event may take place by electronic messaging and in particular, by e-mail and shall be considered as proof between them.

In any event, the computerised data recorded in the Organiser's computer system and the computerised records kept by the Organiser in reasonable conditions of security conditions will be considered as proof of the communications between the Organiser and the participants.

## **18. APPLICABLE LAW - COMPETENT JURISDICTION**

The Event and its organisation are governed exclusively by French law. Any dispute relating to the existence, execution or interpretation of these Rules shall be settled by the French Courts according to French law.

Done at

The

Signature