

Organisational Regulations as on 12.03.2021

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1. General

Project 1 Drivetime GmbH writes the BMW M2 Cup 2021. The organisation is carried out by Project 1 Drivetime GmbH.

Unless otherwise expressly stipulated, the statutory value-added tax applicable in Germany shall be payable on all fees and penalties in these regulations.

2. Organization

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3. Service description of the registration fee

The registration fee covers the following services:

- all entry fees for the events of the "BMW M2 Cup 2021"
- participation in the season opening course and the official test day
- Access to the service of the Speed Academy as part of the BMW M2 Cup
- Provision of a BMW M2 CS Racing in line with the technical regulations for the events of the BMW M2 Cup 2021
- all necessary engine revisions (exception see art. 4.2.6)
- all necessary gearbox revisions (exception see 4.2.6)
- all wear related repairs all tyres permitted by the regulations per event
- all operating materials and fluids of the provided vehicle
- all mechanic activities for coordination and wear-related repair work (except painting and foliation work of car body parts)
- Instructors
- Two (2) catering tickets per event
- Two (2) paddock tickets and one parking ticket
- Teamwear for driver and one assistant (excl. fireproof clothing)

In principle, the registration fee does not cover the following costs:

- Accommodation and travel expenses to the events of the BMW M2 Cup
- Costs of the vehicle racing insurance (mandatory)
- Basic equipment fireproof driver's clothing in BMW M2 Cup design (mandatory) Cost max. 1,500 EUR plus VAT
- All costs that may occur in direct connection with Covid19 (e.g. mandatory PCR tests, etc.)

4. Vehicles

4.1 Vehicle allocation

The allocation of the vehicles takes place before each event by a lottery organized by the series organiser. The raffle will take place no later than the day of the second race during an event. The result of this raffle will then apply accordingly to the next event in each case. Participants may be present at the raffle. There is no compulsory attendance. The result will be communicated to the participants in writing.

The place of the raffle before the first event of the season (if necessary: online) will be communicated to the participants by the series organiser in time. Participants may be present at the raffle. There is no compulsory attendance. In any case, however, the participants will be informed of the result in writing.

The result of the raffle is binding. The series organiser reserves the right to allow one or (more) replacement vehicles in exceptional cases (e.g. due to damage found or other technical defects that cannot be repaired in time). In any case, the participants will be notified, with reasons, of any changes to the vehicle allocation after the raffle.

4.2 Damage, repair and adjustment work on the vehicle

4.2.1 Vehicle support and service

The vehicles are all fully serviced by the series organiser or by a service provider commissioned by the series organiser.

This means: Any maintenance, repair and adjustment work may only be carried out by authorized employees of the series organiser or by a service provider commissioned by the series organiser.

Any violation of this regulation will result in the immediate exclusion of the participant in question from the series by the series organiser.

4.2.2 Service, Revisions, Repairs

All decisions on the need for revisions, repairs or any other technical details will be made by the series organiser.

4.2.3 Damage and insurance in the event of damage

Each registered driver must pay the insurance premium due for the BMW M2 CS Racing (vehicle racing insurance) in the amount of EUR 11,600 to the account of the series organiser by 30.04.2021 at the latest (bank details see Part 1, Article 4.1). The insurance premium per guest start is EUR 2,500.

In addition, an individual account with BMW Bank will be set up for each participant for the settlement of claims. This account is used to deposit the deductible of EUR 10,000, which must be deposited in full by the Monday before each event. The series organiser will inform you about the current account balance and the difference amount to be paid, if any, in due time. The account at BMW Bank is set up individually for the driver after an approved registration apllication and communicated individually.

General claims settlement:

The driver will be charged a maximum of EUR 10,000 plus VAT. for spare parts costs, labor charges and other repair costs per damage event, even if the actual costs are higher. After each training session or race, a report of the visually detectable damage is made. The report must be signed by the respective driver and the representative of the series organizator. In addition to the visually detectable damage, further damage may be detected during the inspection or repair of the vehicles. In such cases, the driver will be informed of the additional damage. Additional costs (parts, paint or foil damage) will be charged to the driver additionally. After a repair, the drivers are entitled to inspect the replaced parts at the general contractor's facility.

4.2.4 Repair of damage

Whether and what has to or may be repaired or replaced on a vehicle is determined solely by the series organiser. The series organiser or the service provider commissioned by the series organiser will endeavour to repair all accidental damage as soon as possible in order to enable the driver concerned to participate in the training/race or to continue the training/race. However, the series organiser/commissioned service provider reserves the right not to carry out repairs, or to carry them out at a later date.

If necessary, a replacement vehicle may be used (if available). The decision on this is up to the series organiser.

4.2.5 Wages

A labor charge for repair damage during an event (except paint damage and foliation work) will not be not charged.

4.2.6 Intentional, grossly negligent damage

Costs arising from intentional or grossly negligent damage will be charged according to actual expenditure.

After the end of an event, each driver will receive a list of the damaged parts and the resulting replacement costs from the series organiser.

4.2.7 Payments for repairs and damages

Vehicle allocation of the BMW M2 Cup will only take place if, at the latest deductible by the time of the document acceptance of the respective event, the deposited driver-related account has at least a credit balance in the amount of the deductible.

All other invoices must be paid within 14 days after invoicing. The participant is required to provide proof.

4.2.8 Setting and maintenance work during an event

At the request of the driver the following modifications will be made to the vehicle by the mechanics of the series organiser or the service provider commissioned by the series organiser:

Seat position Steering wheel position Seat belt position Front and rear stabilizer adjustment Rear wing position adjustment All other parameters are set uniformly on all vehicles by the series organiser or the service provider commissioned by the series organiser and will not be individually adjusted.

In particular, setup changes (stabilizer and rear wing position) must be communicated to the mechanics in good time before a session (training/rating run). A time limit ("deadline") can be defined by the series organiser.

The air pressure of the tyres can be set individually by the driver or his assistant. Specifications or definitions of the series organizator and/or tyre supplier regarding the minimum and maximum tyre pressure must be adhered to.

4.2.9 Restrictions on access to the service tent

Access to the service tent and vehicles outside the official opening hours is only possible after consultation with the responsible representative of the series organiser. The official opening hours will be announced in the schedule of the BMW M2 Cup.

4.2.10 Sponsor Stickers

The driver is obligated to send the personal sponsor stickers (at least eight (8) sets) for all events as well as a dimensioned sketch for application of the sponsor stickers to the series organiser in due time, but no later than 14 days before the first event.

During the season, new sponsor stickers in sufficient quantities must also be sent to the series organiser 14 days before the respective event.

In order to ensure the uniform quality standard of all sponsor stickers, the series organiser reserves the right to replace sponsor stickers that do not meet the standard in terms of material quality with new ones. The costs will be charged to the respective driver at cost price.

In principle, the driver is responsible for checking the correct application of the personal sponsor stickers in good time before the first training.

4.3 Tyre handling

The participant is personally responsible to inform the series organiser in writing (at the latest two hours after the end of the second evaluation run) which tyres will be nominated for free practice at the following event (corresponding to sporting regulations, Article 20, 20.3 and 20.4). For unambiguous identification, the notification must contain at least the barcodes of the corresponding tyres. Failure to notify in a timely or clear manner may result in tyres of the corresponding driver being disposed of and insufficient nominable tires being available for the free practice of the following event.

5. Hospitality

5.1 Season ticket

Each registered participant receives a permanent season ticket for the BMW M2 Cup Hospitality for himself and one accompanying person. These tickets entitle the holder to a stay and free catering on the event weekend (Friday to Sunday) in the BMW M2 Cup Hospitality.

5.2 Hospitality Tickets

A limited contingent of BMW M2 Cup Hospitality tickets will be available for purchase to participants. These tickets are valid on the respective event weekend for Friday to Sunday and can be ordered from the series organiser up to 14 days before the event. Alternatively, tickets for the DTM Power Lounge/Hospitality can be purchased via the series organiser.