
Date: **15 September 2023** Time: **11:30 hrs**

Subject: **COC COMMUNICATION NO: 1** Document No: **3.1**

From: *The Clerk of the Course*

To: *All competitors / crew members*

Number of pages 1

ON-BOARD CAMERA AUTHORISATION PROCESS

In reference to FIA Regional Rallies Sporting Regulations Article 18.1.3:

- Competitors wishing to use a camera must supply the following information to the Promoter (accreditation@fiaerc.com):
 - Competitor's name
 - Car number
 - Competitor's address
- The OBC agreement is posted, and can be downloaded from Sportity for each event in **FIAERC – COMPETITORS. Password: FIAERCcomp**
- Competitors will receive an Authorisation Agreement which must be completed and saved as:

#start number - DRIVER'S LAST NAME.pdf
(example: #99-SMITH.pdf)

and then uploaded to the WRC Promoter's server at <https://bulldrive.redbull.com/ul/jFtCAY5XKq> by **Friday 29th September 2023, 12:00 CET**.

ONBOARD ACCREDITATION FORMS returned after this deadline will NOT be processed and/or approved.

- An authorisation sticker which must be affixed to the car in the vicinity of the authorised camera prior to Scrutineering must be obtained from at the Administrative checks, as per individual schedule for each crew.
- Authorised representative **must** have a hard/digital copy of the Agreement to collect the Authorisation sticker.

Extra Championship windscreen and door plate stickers to replace any damaged, should be requested from the CRO during the Rally.

Please see the instructions below how to fill in the form correctly.

Clerk of the Course

Dear Competitor,

In order for you to be able to install an On Board Camera (OBC), we would need you to fill in the following form with all the requested data and upload it on:

<https://bulldrive.redbull.com/ul/jFtCAY5XKq>

The file should be saved with the following name: "#NR of driver-Name of Driver".

Example: "#99 John Smith.pdf"

We also remind you that all data must be filled in, in particular the event(s) for which you are requesting the OBC authorisation for, as well as both Admission boxes, as shown below:

2023 ERC Event(s):
(please tick the event(s), for which you request OBC & timing accreditation)

<input type="checkbox"/> 1) ERC Rally Serras de Fafe e Felgueiras	<input type="checkbox"/> 5) ERC Royal Rally of Scandinavia
<input type="checkbox"/> 2) ERC Rally Islas Canarias	<input checked="" type="checkbox"/> 6) ERC Rally di Roma Capitale
<input type="checkbox"/> 3) ERC 79th Rally Poland	<input type="checkbox"/> 7) ERC Barum Czech Rally Zlín
<input checked="" type="checkbox"/> 4) ERC Tet Rally Liepaja	<input type="checkbox"/> 8) ERC IV. Rally Hungary

Comments: _____

Admissions:

ERC Timing Data for private use only in Competitor's internal screening

OBC installation and use of OBC footage solely for private use in Competitor's internal screening unless explicitly provided otherwise under clause 2 "ERC Footage Offer" of this Agreement

Competitor confirms to have read and fully understood the provisions of this Competitor Accreditation, the attached Competitor's Accreditation Terms and the ERC Rights (in particular as stipulated in the FIA Sporting Regulations).

Further to that, please make sure you have with you a digital copy of the form when picking up the OBC sticker on-site. The camera must be mounted safely in the car and must be presented at technical scrutineering. Information regarding where and when to pick up the stickers is given in the Supplementary Regulations, or will be announced closer to the start of the Rally in a COC Communication published on the Official Notice Board.

Please be aware that you can use the recorded videos for **private use only** (no social media/distribution to third parties) unless you sign a unilateral contract which allows you to do so and gives you action footage from our cameras from the stages as well. This will be for an additional charge. For further information, please don't hesitate to contact accreditation@fiaerc.com or Peter.Thul@wrc.com.

ONBOARD ACCREDITATION FORM

**(to be completed 10 days prior to the first Event and uploaded to:
<https://bulldrive.redbull.com/ul/jFtCAY5XKq>)**

Competitor Accreditation

We are pleased to confirm that, further to your application for private use of ERC timing data (“**Timing Data**”) and of an onboard camera (“**OBC**”) for certain Events of the FIA European Rally Championship 2023 (“**ERC**”), the installation of your OBC and its use has been approved subject to the attached “Competitor’s Accreditation Terms” and the ERC Rights as described in the FIA Sporting Regulations (acknowledged by you and made part hereof by reference, the “**ERC Rights**”):

2023 ERC Event(s):

(please tick the event(s), for which you request OBC & timing accreditation)

- | | |
|---|--|
| <input type="checkbox"/> 1) ERC Rally Serras de Fafe e Felgueiras | <input type="checkbox"/> 5) ERC Royal Rally of Scandinavia |
| <input type="checkbox"/> 2) ERC Rally Islas Canarias | <input type="checkbox"/> 6) ERC Rally di Roma Capitale |
| <input type="checkbox"/> 3) ERC 79th Rally Poland | <input type="checkbox"/> 7) ERC Barum Czech Rally Zlín |
| <input type="checkbox"/> 4) ERC Tet Rally Liepaja | <input type="checkbox"/> 8) ERC IV. Rally Hungary |

Name of Competitor: _____ (“**Competitor**”)
(only if and as registered with the FIA or the Event Organizer of the above ERC Events)

Registration in ERC section: ERC Team / ERC3 / Junior ERC / ERC / ERC4

Competitor’s competitor no.: _____

Competitor’s name(s): _____

Contact details: E: Tel:
(e-mail and phone)

OBC type and position: _____

Comments: _____

Admissions:

- ERC Timing Data for private use only in Competitor’s internal screening**
- OBC installation and use of OBC footage solely for private use in Competitor’s internal screening unless explicitly provided otherwise under clause 2 “ERC Footage Offer” of this Agreement**

Competitor confirms to have read and fully understood the provisions of this Competitor Accreditation, the attached Competitor’s Accreditation Terms and the ERC Rights (in particular as stipulated in the FIA Sporting Regulations).

Signed by an authorized representative

Acknowledged and agreed

WRC Promoter GmbH
info@wrc.com

Competitor

Appendix 2

COMPETITOR'S ACCREDITATION AND FOOTAGE LICENSE TERMS

- A. These 'Competitor's Accreditation and Footage License Terms' ("Standard Terms") are an integral part of and are hereby incorporated into the 'ERC footage offer/onboard camera accreditation form 2023 and Footage License Agreement' to which they are attached. Any capitalised terms used but not defined in the Standard Terms shall have the meaning ascribed to such terms in the 'ERC footage offer/onboard camera accreditation form 2023 and Footage License Agreement'.
- B. WRC Promoter GmbH with registered offices at Hermann-Weinhauser-Straße 73, 81673 Munich, Germany ("Promoter") is entitled to grant or refuse any person, firm or company access or accreditation to the Championship. Competitor requested access to the Timing Data and the admission to install an OBC in Competitor's car ("Competitor Car"), that is validly registered with the FIA and/or the Event Organizer at the ERC Event(s) specified on the 'ERC footage offer/onboard camera accreditation form 2023 and Footage License Agreement', during the Championship and to use such Timing Data and OBC Footage (as defined below) solely for Competitor's internal and private purposes during Competitor's participation in the Championship unless explicitly provided otherwise under clause 2 "ERC Footage Offer" of this Agreement in case Competitor orders Action Footage and other footage (hereinafter jointly referred to as "Footage").
- C. The Promoter hereby grants Competitor the non-exclusive, non-transferable and revocable rights referred to on the 'ERC footage offer/onboard camera accreditation form 2023 and Footage License Agreement' (to which these Standard Terms are attached) on the conditions set forth in these Standard Terms, the 'ERC footage offer/onboard camera accreditation form 2023 and Footage License Agreement', the ERC Rights (with list of services as described in the FIA Sporting Regulations (collectively the "Agreement") and on such other terms and conditions (if any) as the Promoter, the Fédération International d'Automobile ("FIA") or the organizer(s) of the Event(s) ("Event Organizer(s)") may in their absolute discretion determine from time to time and inform the Competitor of.
- D. The terms referred to on the 'ERC footage offer/onboard camera accreditation form 2023 and Footage License Agreement' shall have the following meaning:

D.1. Access to ERC Timing Data

1.1 Promoter grants Competitor the non-exclusive, non-transferable and revocable right to access the Timing Data for the duration of the Event for Competitor's use solely for internal and private purposes.

1.2 ERC Timing Data is supplied on behalf of the FIA and the Promoter by SAS, 14 Short St, Ulverstone, 7315 Tasmania, Australia. It is Competitor's responsibility to make its own arrangements for access and/or delivery, in particular adequate internet connection, computer and browser.

1.3 Competitor undertakes and warrants to engage state of the art safeguard measurements in order to protect the Timing Data against access from third parties.

D.2. Installation of OBC and OBC Footage

2.1 Promoter grants Competitor the non-exclusive, non-transferable and revocable right to safely install, use and maintain an OBC in the Competitor Car. As precondition to the installation of any OBC and use of any OBC Footage, this Agreement has to be duly signed by an authorized representative of the Competitor and the Promoter for the relevant Event.

2.2 Promoter grants Competitor the non-exclusive, non-transferable and revocable right to record audio, visual and audio-visual material with the OBC during the Event ("**OBC Footage**") and to use such OBC Footage solely for internal and private purposes.

2.3 The grant of rights contained herein is in particular subject to the FIA sporting & technical regulations issued by the FIA in respect of any onboard cameras and is conditional upon the Competitor's onboard cameras being installed into the relevant rally car prior to the start of scrutineering at the ERC Event. Competitor shall identify the onboard camera at all times with the relevant sticker from the Promoter.

2.4 Installation and position of official OBC by the Promoter always has priority.

2.5 Competitor will ensure that the OBC is installed in a professional and not endangering way.

2.6 Upon Promoter's request, Competitor will ensure that all OBC Footage will be identifiable via solidly installed dashboard stickers in Competitor's vehicle on clearly visible spaces of the dashboard specifying the Competitor (as determined by the Promoter and if downloaded from the OBC with watermarks); Competitor acknowledges, that such sticker may carry advertising for the ERC or from a ERC sponsor; the design of such stickers shall be provided by Promoter and Competitor will then produce and apply/install such stickers to the Competitor's Car prior to any installation of an OBC.

D.3 Use of Timing Data, OBC Footage and Footage provided by Promoter (OBC Footage and Footage provided by Promoter are hereinafter jointly referred to as “OBC Footage”)

Unless otherwise agreed, all Timing Data and OBC Footage may strictly and solely be used for internal analysis and training purposes of Competitor only. Any use, release or distribution of such Timing Data or OBC Footage and parts thereof to any third party or public services or platforms (e.g. websites, social media, TV) is strictly forbidden unless explicitly provided otherwise under clause 2 ERC Footage Offer of this Agreement. Competitor acknowledges the importance of exclusivity of any and all ERC Timing Data and OBC Footage (irrespective of the source) for the commercial strategy of the WRC Promoter or ERC Championship. Competitor is fully liable for any and all use, release or distribution of such Timing Data, OBC Footage or parts thereof. Sublicensing is strictly prohibited and invalid. Exceptions need express prior written approval by Promoter for each and every use of any Timing Data or OBC Footage. No motive, moral, personality or other right regarding commercial advertisements are licensed under this Agreement. Promoter does not grant any right nor make any warranty with regard to the use of people, person’s images, motives, likenesses, names, trademarks, brands, logos, registered, unregistered or copyrighted audio, graphics, designs or artwork or architecture depicted in the OBC Footage for any commercial advertisement. Rights regarding music are also not licensed and excluded from this Agreement. Competitor guarantees that it will clear and acquire all necessary rights for advertisement and/or music itself and shall indemnify and hold Promoter harmless against all claims in connection with such rights. Competitor shall be responsible for the clearance of all performance rights and related rights as administered by collecting societies, in particular music-performance-rights contained in, added to, used as a part of or in connection with the OBC Footage. Competitor will indemnify and hold harmless Promoter, its affiliates, their employees, representatives and agents from and against any and all liabilities arising out of or in connection therewith.

- E. Competitor warrants that it will only use the rights granted under this Agreement strictly in accordance with the conditions and restrictions of this Agreement and in no other manner whatsoever. Any unauthorised use will entitle the Promoter to terminate this Agreement. Competitor shall not be entitled to retouch, overlay or alter any logo or brand of Promoter included in the OBC Footage in particular on any attire, vehicle, equipment, tool, decoration, staging and environment, subject only to mandatory applicable laws providing otherwise. Competitor warrants not to use or transmit the OBC Footage in such way or under such circumstances as to being defamatory on Promoter, its affiliates, and/or on Promoter’ activities or brands and the depicted persons and entities. In particular, Competitor shall refrain from exploiting the OBC Footage in connection with (i) illegal products, services or materials; (ii) any services, products or materials concerning or relating to obscenity, pornography or similarly adult-themed material; (iii) coverage of accidents, assaults, catastrophes or riots.
- F. In the event any Timing Data or OBC Footage or part thereof is used, released or distributed to any third party other than the Competitor or is otherwise made accessible to the public without Promoter’s prior written approval, the Competitor agrees to pay liquidated damages in the amount of € 50.000 net for each released or publicly accessible Timing Data or OBC Footage, part or copy thereof (irrespective of content, duration of accessibility, accountability or cause); the defense of continuation of the offence is excluded. In the event of a continuing breach, each commenced week of such breach shall be deemed a separate breach. Payment of the liquidated damages shall be effected by Competitor within 5 days of written notice by Promoter specifying the breach with any available proof (e.g. screenshots) and requesting the damages payable. Any further reaching claims for damages and remedies shall not be affected thereby.
- G. Competitor shall not use (or cause to permit to be used) the official title or logo of the FIA World Rally Championship or any other official logo, caption or title pertaining to the ERC unless the prior written approval of the FIA and the Promoter is obtained.
- H. Competitor shall, if and when called upon to do so by Promoter, deliver immediately copies in its original digital format of all OBC Footage free of charge (or its nominated TV production company), for Promoter’s free, exclusive, unrestricted and unlimited non-commercial and commercial exploitation.
- I. Competitor acknowledges and accepts that all copyright, intellectual property and all other rights of any kind which may now or in the future exist in the OBC Footage shall be vested in and remain at all times with Promoter without payment or consideration. For the avoidance of doubt, it is stated that the Footage listed under clause 2.1 “ERC Footage Offer” of this Agreement, all titles of the Footage, its athletes, talents, characters, graphics, logos and trademarks are the property of Promoter. If requested by Promoter, the Competitor shall execute (and procure the execution by its servants, agents and contractors) any and all such documents as may be necessary to assign, preserve or protect such copyright, intellectual property and exploitation rights for the Promoter free of charge including the execution of any documents required pursuant to any national or international copyright laws provided that any such assignment shall be without prejudice to the ability of the Competitor to exercise the rights granted to Competitor in this Agreement subject to and in accordance with its terms.

- J. Competitor acknowledges and agrees that in consideration for the ERC Rights (as stipulated in the FIA Sporting Regulations which have been agreed to by the Competitor) and particularly relating to the consent of the Competitor that Promoter may create and use any recording or replication of the Competitor taking part in the ERC, including (but not limited to) video games and promotional materials produced by sponsors and/or licensees of the ERC. For avoidance of doubt, the reference to 'alongside 2 other participants' shall allow Promoter (or any broadcaster, media partner, ERC sponsor or licensee) to use the recording or replication of the Competitor in any film, compilation, montage and/or (merchandising-/promotion-) campaign also as a whole (rather than individual frames or photos). Competitor procures in particular that to the extent that any of the Competitor's team, crew, representatives, staff, personnel, contractors and agent may appear in the media productions, games, renderings, materials or promotions in relation to an Event or the ERC, these persons irrevocably waive their moral rights and shall enter into Promoter's standard motive, model release form in relation to the ERC and its free, exclusive, unrestricted and unlimited non-commercial and commercial exploitation.
- K. Competitor acknowledges and accepts that due to the nature of motorsport events and automobile motor racing there are inherent risks and dangers to persons attending the ERC and its events. Furthermore, Competitor accepts that certain areas at the ERC events, in particular along the rally course and at any area adjacent thereto and the special stages present additional risk to persons present. The Competitor understands and hereby accepts all such risks and dangers and expressly agrees to make each Competitor team member, staff and contractor fully aware of all such risks and dangers prior to entering, accessing or coming close to any ERC event and furthermore the Competitor shall not authorize, invite, assign or allow access to any ERC event to any person unless such person has first expressly accepted all such risks and dangers as aforesaid. Competitor confirms that it and its team members, staff and contractors hold valid and sufficient medical and accident, equipment and liability insurance coverage covering the presence or participation in the ERC and its event and accepts full responsibility for provision of coverage. The Competitor undertakes and warrants to hold Promoter and the FIA harmless against any and all claims, action, damages, costs and expenses (including legal costs), whether threatened or actual, alleged or confirmed, raised by third parties due to direct or indirect damages the Competitor or its team members, staff and contractors have caused.
- L. Competitor hereby represents and warrants to ensure, monitor and safeguard full adherence by each of its team members to the provisions of this Agreement as if such team member of the Competitor were a party to this Agreement, and without limitation to the foregoing the Competitor shall be directly accountable to the Promoter for all acts or omissions of such Competitor's team member relevant to this Agreement and for any contravention of the terms hereof by such team member
- M. All fees payable under this Agreement are net amounts (without VAT, other tax or dues) if applicable. Reverse-Charge Rules apply and VAT, if any, shall be subject to the VAT-law in the country of Competitor. Therefore no German VAT will be applicable, in case Competitor provides Promoter a valid VAT-ID-number. If payments to Promoter are subject to withholding tax, this tax shall be borne by Competitor and reimbursed to Promoter accordingly. Upon written request from Competitor, Promoter will supply Competitor with a certificate of residence. If any withholding tax had to be paid to the competent tax authorities Competitor shall supply to Promoter a certificate of payment of such withholding tax issued by the relevant authorities and stating the amount withheld and paid. Upon full payment of the full amounts due and invoiced, the grant of the respective rights, services and expenses of Promoter are compensated. Bank fees shall be borne by Competitor.
- N. Data protection: In the event that Personal Data is processed under this Agreement, Personal Data shall only be processed:
1. in accordance with the General Data Protection Regulation ((EU) 2016/679) (GDPR) and all other relevant legislation and regulatory requirements relating to the use of Personal Data and the guidance and codes of practice issued by a relevant data protection or supervisory authority. Terms such as Personal Data, Controller, Processor, technical and organisational measures, shall be as defined by the GDPR and for the purposes of this Agreement as described in this Agreement or in order to complete this Agreement;
 2. for the duration of, but in no event longer than necessary, to complete this Agreement; and
 3. the legal basis of the processing of Personal Data associated with this Agreement is for completion of contract or pursuant to a legitimate interest; and
 4. furthermore in accordance with Schedule 1 - Data Protection Declaration.
- O. In consideration of the grant of rights by Promoter, Competitor agrees to fully indemnify the Promoter from and against any expense, loss, damage or liability, which Promoter may incur as a consequence of any failure by the Competitor in connection with this Agreement. Promoter shall not, in any circumstances, be liable (whether in tort, contract or otherwise) for loss of profits, anticipated savings, business, time or goodwill or for any indirect or consequential loss or damage in connection with this Agreement.

- P. Neither Party shall be liable to the other for any loss or damage arising from its failure to perform any of its obligations in this Agreement as a result of force majeure. If either Party is affected by force majeure it shall immediately notify the other Party of the nature and extent thereof. Nothing contained in this Agreement creates any association or partnership of any kind between the Promoter and the Competitor.
- Q. If any provision of this Agreement shall be found invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to substitute any invalid or unenforceable provision with a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- R. This Agreement shall be governed by and construed in accordance with German law to the exclusion of the conflict of law rules and the Contracts for the International Sale of Goods (CISG). The legal venue for all disputes arising from or in connection with this Agreement is the Munich I Regional Court in Munich, Germany.

SCHEDULE 1 - Data Protection Declaration

I. Controller

WRC Promoter GmbH
Hermann-Weinhauser Straße 73
81673 Munich
Germany

Fédération Internationale de l'Automobile – FIA
2 Chemin de Blandonnet
1214 Vernier, Geneva
Switzerland

hereinafter separately referred to as “Controller” and jointly as “Controllers”.

II. Purpose of data processing and data categories

The Controller processes your personal data for the purpose as set out in the ‘ERC footage offer/onboard camera accreditation form 2023’. Therefore, the following personal data are processed: name, team, address, competitor number, date of birth, place of birth, telephone number, email address, photos, videos and sound recordings of data subject.

III. Legal basis

The legal basis for this data processing is Art. 6 (1) (b) of the European General Data Protection Regulation (Regulation (EU) 2016/679, in the following “GDPR”), as it is necessary for the performance of your contract with us.

IV. Data transfer

Your data will be forwarded to the following recipients outside the WRC Promoter GmbH: Fédération Internationale de l'Automobile – FIA, the Event organiser of the ERC Event you have registered and/or participated at and Rallycross Promoter GmbH as fulfilment partner as well as other partners, necessary for the performance of the contract (e.g. TV productions, social media agencies).

Data will be forwarded to EU or EEA countries and to third countries (outside EU or EEA), in particular Switzerland. In order to do so, we have implemented safeguards and data protection solutions to ensure your information is adequately protected in any third countries e.g. by using standard contractual clauses or relying on the adequacy decision from the European Commission where relevant.

V. Storage period

Your personal data will be stored until the aforementioned purpose of data processing is fulfilled or the storage is necessary to comply with legal storage periods.

VI. Your data subject rights

Concerning your processed personal data, you are entitled to the following rights:

- Right of access, Art. 15 GDPR
- Right to rectification of data, Art. 16 GDPR
- Right to erasure, Art. 17 GDPR
- Right to restriction of processing, Art. 18 GDPR
- Right to data portability, Art. 20 GDPR
- Right to object, Art. 21 GDPR
- Right to lodge a complaint with a supervisory authority, Art. 77 GDPR

You can exercise any of the rights, by sending an e-mail with your request to the Data Protection Officer of WRC Promoter GmbH at privacy@wrc.com. More information is available at <https://www.wrc.com/en/footer/information/privacy-policy/>.