

## Terms and conditions FIA Website

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### 1. Acceptance of Terms

- 1.1. We host the services accessible from the following URL: [www.fia.com](http://www.fia.com) (hereinafter referred to as the "Website").
- 1.2. Please read these terms and conditions (the "Terms") carefully. Your access to and use of the Website is conditional upon your acceptance of and compliance with these Terms. By accessing or using the Services, you unconditionally agree to be bound by these Terms, which you acknowledge that you have read and understood. These Terms govern your access to and use of online public communication services published by the FIA, i.e. the FIA Website and applications containing editorial, audio, video, multimedia and/or interactive content, competitions and areas for user contributions (comments, discussion forums, etc.) (the "Services"), regardless of the receiver terminal and the medium, format or and technical means to, in or by which the Services are made available to you.
- 1.3. Specific terms and conditions may apply to certain Services, such as competitions. In such case, the specific terms and conditions are supplementary to, and do not exclude the application of, these Terms and all such additional terms are hereby incorporated by reference.
- 1.4. FIA reserves the right to amend these Terms at any time without notice, at its entire discretion. The most current version of the Terms is available at all times on the Website. Continued use of this Website following any such changes shall constitute your acceptance of such changes.
- 1.5. Parents and legal guardians of minor children should supervise their children's use of the Services. Minors are not allowed to use the Services without the consent of their parents or legal guardians. In particular, they must obtain such consent before providing any personal data.

### 2. Personal data and registration

- 2.1 To access and/or use certain Services, you may be required to register for them by filling in the information required on the registration form. Alternatively, you can register for and connect to certain Services or certain features of the Services (e.g. comment areas) using your login from a third party service such as Facebook, Twitter, Google, etc.
- 2.2 You represent and warrant that all information you provide to the FIA is true, accurate, current and complete that you will not register under the name of another person.
- 2.3 Your access to such Services will be subject to your explicit approval, and the account will be governed by our Terms and, where relevant, by the terms and conditions of use issued by the relevant third party service. No liability can be incurred by the FIA in this respect.
- 2.4 By using the Services, you consent to the collection and use of your personal data in accordance with the applicable laws and regulations.
- 2.5 Pursuant to the French Data Protection Act, 6 January 1978, as amended, you have the right to access information about you that is held on a computer, to object to the processing of such information and to have it corrected or deleted.
- 2.6 The simplest way to exercise the above rights is to send us a written request by post to the above mentioned address.
- 2.7 Your written request should be (i) signed, (ii) accompanied by a photocopy of your passport or other official identity document bearing your signature and (iii) include your reply address. A reply will be sent to you within two months from receipt of your request.

### **3. Intellectual Property**

- 3.1. The Website, is owned by the Fédération Internationale de l'Automobile 8, Place de la Concorde, 75008 Paris, SIRET 78435412800018.
- 3.2. Unless otherwise indicated, all of the content featured or displayed on the Website, including, but not limited to, text, graphics, data, photographic images, moving images, sound, illustrations, software, and the selection and arrangement thereof, is owned by the FIA, its licensors, its affiliates, or its third-party image partners and all rights in and to such content are reserved. All elements of the Website are protected by IP Rights including without limitation copyright, trade dress, moral rights and trademark rights under the legislation in force and the applicable international conventions.
- 3.3. All names and logos used and/or created by or on behalf of FIA including without limitation the FIA logo, logos of FIA campaigns (such as the FIA Action for Road Safety logo) and all names and logos of FIA championships (together the "FIA Logos") are the exclusive property of the FIA. The FIA Logos may only be used subject to (i) FIA's prior written consent, or (ii) any specific guidelines as may be provided by FIA from time to time or (iii) the prior written consent of FIA's licensors, as the case may be.

- 3.4 The copyright in any publications and documentation available on the Website, including without limitation, press releases, the FIA magazine *Auto* or any replacement thereof, the FIA Bulletin, FIA Standards, Technical Lists, the international sporting code and technical and sporting regulations applicable to FIA championships (together the “FIA Publications”), vests exclusively in the FIA.
- 3.5 Reproducing, copying, selling, modifying, re-editing, communicating, distributing or using, in any way whatsoever, the content of the Website and/or Services (including, but not limited to, the FIA Publications, FIA Logos, service marks, trademarks, trade names, photographs, illustrations, videos, articles and associated code and software), in whole or in part, otherwise than as provided for in these Terms, without the FIA’s express prior written consent is strictly forbidden.
- 3.6 The Services can be used and viewed, and to the extent permitted by law, single copies of pages or sections can be printed out for private, non-commercial use only and short extracts of FIA Publications may be quoted provided always that the corresponding FIA Publication is duly referenced and such extract is used in conformity with the applicable laws.
- 3.7 You may not frame any of the content of the Website, or incorporate into another website, application, online service or audiovisual service any of the content featured within the Services, whether owned by FIA or by third parties. You may privately share certain content by using the share features available via the Services.
- 3.8 Deep-linking to some pages of the Website is tolerated but the FIA reserves the right to deactivation of such links if necessary.
- 3.9 Any and all rights in relation to FIA championships are the sole and exclusive property of FIA. No information or data may be reproduced in any format or used in any way without the prior written consent of FIA or its licensees. FIA or its licensees shall be entitled to withhold consent at their sole discretion.
- 3.10 All club names and logos are the property of their respective owners.

## **4 User Generated Content**

### **4.1 Contributions**

- 4.1.1 Some Services may allow posting of comments or other content and/or interacting with other users.
- 4.1.2 Such Services may require a registered access to participate. Posting of comments or other content on the Website is subject to the following terms and conditions. Any post not complying with such principles may be deleted without further substantiation.
- 4.1.3 Any content posted on the Website should be polite and respectful. Contributors shall avoid disclosing personal information including personal contact details of themselves or third parties. Comments should at all times conform to the applicable laws and regulations. It is strictly prohibited to submit content or material that :

- Is offensive, rude, aggressive, disrespectful or threatening;
- Is of a pornographic or violent nature;
- by its nature are likely to invade privacy or undermine respect for persons and human dignity, equal rights of men and women or the welfare of children and adolescents;
- contain third party content that is subject to any copyright, trademark or other intellectual property protections or proprietary rights, including any rights of confidentiality, privacy or publicity, unless you have permission from the third party to post such content;
- incite racial hatred, discrimination or violence or promote racism, xenophobia, sexism, homophobia or revisionism;
- Is libellous or defamatory;
- contain viruses or other malicious code designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- encourage the use of drugs, alcohol or tobacco.

In addition, the FIA reserves the right to delete:

- materials posted for advertising or promotional purposes;
- off-topic messages ;
- texts reproduced without citing their source; and
- any hypertext link.

4.2 The user of the Website and/ Services is solely responsible for all content posted on the Services through its account and for all activities that occur under its login.

#### 4.3 Licence

4.3.1 By contributing to the Services, you authorise the FIA to publish the content posted through your account within the Services and to use them in the manner described in these Terms.

4.3.2 Contributors posting comments or other content on the Website and/or any of the Services hereby grant to the FIA a non-exclusive, royalty-free, worldwide licence to reproduce, display, adapt, modify, distribute and translate your content, in whole or in part, for the purposes of promoting the FIA's activities and/or the Services.

4.3.3 This licence is granted for all forms of exploitation in any and all media and by all means of dissemination now known or hereafter developed, and for the full term of their legal protection.

4.3.4 Contributors represent and warrant that they have all the rights, power and authority necessary to grant the above licence, and agree to indemnify and hold harmless the FIA from and against any claim or action brought by a third party in this respect.

## **5 Warranties and liability**

- 5.1 FIA reserves the right at any time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. FIA shall not be held liable to users or to any third party for any modification, suspension or discontinuance of the Website nor for any direct or indirect loss or damage arising from or in connection with your use of the Services. Users acknowledge and agree that their use of the Services, including all materials and information obtained via the Services, is at their own risk. The Website and the Services are made available “as is” without any warranty as to their accessibility, functionality or availability.
- 5.1 Although FIA has taken all reasonable care that the information contained within the Website is accurate at the time of publication, no representation or warranty (including liability towards third parties), expressed or implied, is made as to its accuracy, reliability or completeness of such information. FIA assumes no liability for the use or interpretation of information contained herein.
- 5.2 FIA does no guarantee that (i) the Website and services on the Website will meet your requirements, (ii) services and functions on the Website will be uninterrupted, timely, secure or error---free, (iii) results that may be obtained from the use of the Website and services on the Website will be accurate or reliable, (iv) defects will be corrected, or (v) the Website or the servers that make it available will be free of viruses or other harmful elements. The FIA is not responsible for the operation of software downloaded via the Services and cannot be held liable for any technical problems preventing the downloading of such software.
- 5.3 If you download material via the Services, you do so at your own risk, and the FIA shall not be held liable for any damage to or loss of data stored on your computer or any other data storage medium. It is user’s responsibility to take all appropriate measures to protect its hardware, data and software from being affected by any computer viruses circulating via the Internet network.
- 5.4 The FIA’s liability for breach of any of its obligations under these Terms is limited to damages for direct, personal and actual loss or damage, to the exclusion of damages for indirect or consequential loss or damage, including, but not limited to, financial loss, business interruption, loss of profit or income, loss of business or loss of data). Users agree to indemnify and hold harmless the FIA from and against any demands, claims, actions and/or awards of damages that may be brought or made against the FIA as a result of breach by user of these Terms and/or any other additional and/or specific terms and conditions of Services that may apply to users.
- 5.5 If users communicate with FIA by email, they acknowledge that the security of the internet as a means of communication is uncertain. By sending sensitive or confidential email messages which are not encrypted users accept the risks of such uncertainty and possible lack of confidentiality over the internet.

## **6 Third party websites**

- 6.1 FIA shall have no responsibility for the accuracy or availability of information, material or

content provided by third party linked websites, or the content, performance, terms of use or the privacy policies or practices on such websites. Links to such sites do not constitute an endorsement by FIA of such websites or the content, products, or other materials or services presented on such websites. FIA does not author, edit, or monitor the content, links, or services provided by third parties.

## **7 Languages**

These Terms have been drafted in English and may have been translated into other languages available on the Website. In the event of any discrepancy between the English and the translated texts, the English text shall prevail and be used to resolve conflicts of interpretation.

## **8 General terms**

8.1 These Terms, including the terms incorporated herein by reference, constitute the entire agreement between you and FIA in relation to their subject matter, superseding and extinguishing any prior agreements, arrangements, undertakings of any nature, between you and FIA, whether oral or written in relation to such subject matter.

8.1 Any failure by FIA to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

8.2 If any provision of the Terms is found to be invalid, the parties nevertheless agree that the parties' intentions, as reflected in the provision, shall be given effect to the fullest extent practicable, and the other provisions of the Terms remain in full force and effect. The section titles in the Terms are for convenience only and have no legal or contractual effect.

8.3 Any rights not expressly granted herein are reserved.

8.4 You may not assign or transfer any of your rights or obligations, or subcontract the performance of any of your obligations, under these Terms. FIA may assign or transfer any right or obligation, or subcontract the performance of any of its obligations, under these Terms to any of its affiliates or to third party at any time without your consent (such consent being given hereby).

## **9 Applicable law and Jurisdiction**

9.1 By accessing the Website you agree that the laws of Switzerland, without regard to conflict of law principles, will apply to all matters relating to the use of this Website.

9.2 In the event of a dispute, you agree to submit to the exclusive jurisdiction of the courts of Switzerland.