M-Sport ERC Fiesta Rally3 Trophy Commercial Licence for ERC Competitors – 2024

between

M-Sport Poland

and

the competitor whose details are to be completed below (hereinafter the "Competitor")

(together, the "Parties" and each, a "Party")

RECITALS

- (A) This agreement for M-Sport ERC Fiesta Rally3 Trophy ("Trophy"), including its schedules, sets out binding terms (the "Terms") regarding the participation of the Competitor in the recognised Trophy ERC events (the "Events"), in Championship season 2024 (the "Season"). Entry to the Events is subject at all times to compliance with these Terms and with the separate entry procedure imposed by the FIA Regulations, which shall be binding on the Competitor. The Licence shall enter into force upon its signature by the Parties and shall expire on 31st December 2024.
- (B) For the avoidance of doubt, nothing in these Terms shall conflict with any regulations laid down by the FIA, with regard to the Championship or in general, including and especially the conditions of entry as laid down in the FIA Regulations. In the event of a conflict between any provision(s) in these Terms and the FIA Regulations, the FIA Regulations shall prevail. The Parties recognise the FIA's status as the supreme sporting regulatory authority with regard to motorsport in general and the Championship in particular. Entry to the Events shall ultimately remain at the discretion of the FIA as the supreme sporting regulatory authority in accordance with the FIA Regulations.

COMPETITOR'S DETAILS

<u>Company Team</u>		
Name:	 	
Country:	 _	
Address:	 	
Post Code:		
City:		
<u>Contact</u>		
Name:	 	
Position in the company / Team:	 	
Mobile:		

E-mail:		
Competitor Driver and Co-Driver Details		
Male Female		
Full name:		-
Date of Birth:		
Place & Country of Birth:		
Nationality:		
Country of residence:		
Address:		
Mobile:		
Website:		
e-mail:		
Facebook:		
Twitter:		
Instagram:		
TikTok:		
Co-Driver full name:		-
e-mail:		
Mobile:		
Competition Licence details		
Driver:	issuing ASN:	
Co-Driver:	Issuing ASN:	
The Recitals and all attachments are an integral	part of the Licence and are	legally binding on the Parties.

NOW THEREFORE, THE PARTIES HEREBY ACKNOWLEDGE AND AGREE:

1. M-Sport ERC Fiesta Rally3 Trophy Entering Rights

In consideration of entering the Events, and agreeing to be bound by the Terms, the Competitor shall receive the following, non-exclusive and non-transferable (save as expressly set out herein) rights and benefits in the Events during the Season (the exact scope of which shall, to the extent not clear below, be agreed between the Parties acting reasonably and in good faith, but without any cash alternative ever being offered by Promoter):

1.1 Entry Rights

- Register to FIA as ERC3 driver on https://registrations.fia.com/rally; and
- Complete and sign this Licence and return it to M-Sport Poland at <u>FiestaTrophy@m-sport.co.uk</u> Entry rights are governed by the FIA Regulations. Any decision regarding the possible grant of entry rights shall be at the sole discretion of the FIA in its role as the supreme sporting regulatory authority and subject to the relevant separate FIA entry procedure and the FIA Regulations.

1.2 <u>Tyre Supply</u>

- 1.2.1 The M-Sport ERC Fiesta Rally3 Trophy is a single-tyre championship. Therefore, the tyres for the competitors of the Trophy shall be provided by the respective official tyre supplier Pirelli ("Official Tyre Supplier"). At every Event, the Official Tyre Supplier will be supplying the tyres for the Junior ERC competitors. Competitor shall contract directly with the Official Tyre Supplier for the acquisition of the tyres, and M-Sport Poland shall have no liability for this transaction.
- 1.2.2 Competitor acknowledges and agrees that Official Tyre Supplier will not request any advance payment for tyres and that all tyres must be purchased on Event and paid for to the local distributor with 15% discount from the retail price (applicable for the particular tyres package with the maximum allowance as per Supplementary Regulations). Furthermore, all tyres purchased at the Event must be paid for before the conclusion of the last service.
- 1.2.3 Only tyres purchased in each service park (or carried over, see clause 1.2.4 below) will be authorised to be used on Trophy Events.
- 1.2.4 Tyres can be carried over from previous M-Sport ERC Fiesta Rally3 Trophy Events (e.g. gravel tyres purchased at a certain gravel M-Sport ERC Fiesta Rally3 Trophy Event can be used on other gravel events in the Trophy. Likewise for tarmac tyres purchased at a certain tarmac M-Sport ERC Fiesta Rally3 Trophy Event can be used on other tarmac Events). All tyres purchased and/or carried over will be scanned and the list of bar codes per each car will be sent to M-Sport Poland.

The cardinal rule is: one fitted tyre = one purchased tyre.

1.2.5 A driver may only use those tyres that have been registered for his car. Registered tyres must be used from Shakedown onwards at each Event.

1.3 Fuel Supply

- 1.3.1 The M-Sport ERC Fiesta Rally3 Trophy is a control fuel championship. Therefore, the fuel for the competitors of the Trophy shall be provided by the respective official fuel supplier Gulf Fuels ("**Official Fuel Supplier**"). At every Event, the competitor must order their fuel in advance from Gulf Fuels. The order form for each event can be downloaded here.
- 1.3.2 The M-Sport recommended fuel quantity per event will be discounted to €2,00 per litres (VAT excluded)

1.4 Entry Fee

The amount, as published in the applicable FIA Regulations for entry into the Events, shall be payable by the Competitor to the FIA.

The counting rounds are: Rally Hungary, Royal Rally Scandinavia, Rally Estonia, Rally di Roma Capitale and Barum Czech Rally Zlín.

M-Sport Poland reserves the right to use the top windscreen strip of the registered cars for the ERC Fiesta Rally3 Trophy promo sticker.

1.5 <u>Final Prize</u>: Description of the M-Sport ERC Fiesta Rally3 Trophy Final Prize

- 1.5.1 The final prize for the winner of the 2024 M-Sport ERC Fiesta Rally3 Trophy is the arrive and drive entry into 2024 FIA WRC Central European Rally in M-Sport Poland run Ford Fiesta Rally3, with exception of and driver being responsible for:
 - Drivers' Travel Arrangements
 - Drivers' Accommodation
 - Recce
 - Drivers' Personal Safety Equipment
 - Personal Accident and Repatriation Insurance
 - Testing Costs
 - Insurance Excess of €25 000
- 1.5.2 Points will be awarded as per FIA Regional Rallies Sporting Regulations Art.3.1.1. The number of counting rounds is as per FIA RRSR V1A Art 3.2.1
- 1.5.3 The 2024 FIA World Rally Championship Sporting Regulations and WRC3 Sporting Regulations shall be adhered to by the winner at all times.
- 1.5.4 The winner will be registered for the 2024 FIA World Rally Championship WRC3 Championship.
- 1.5.5 The winner agrees to take part in a minimum of two media events promoting the prize and their prize drives. Details to be communicated to the driver with as much notice as possible.
- 1.6 <u>Per round prizes:</u> Description of the M-Sport ERC Fiesta Rally3 Trophy per round prizes
 - 1.6.1 First M-Sport ERC Fiesta Rally3 Trophy:
 - 300 litres of Gulf MSR EVO2 from Gulf Fuels
 - 12 Pirelli tyres (compounds chosen for the next round of M-Sport ERC Fiesta Rally3 Trophy) from Pirelli
 - 1.6.2 Second M-Sport ERC Fiesta Rally3 Trophy:
 - 150 litres of Gulf MSREVO2 from Gulf Fuels
 - 6 Pirelli tyres compounds chosen for the next round of M-Sport ERC Fiesta Rally3 Trophy) from Pirelli
 - 1.6.3 Third M-Sport ERC Fiesta Rally3 Trophy:
 - 50 litres of Gulf MSREVO2 from Gulf Fuels
 - 2 Pirelli tyres compounds chosen for the next round of M-Sport ERC Fiesta Rally3 Trophy)

from Pirelli

IN WITNESS of which this LICENCE has been duly executed by both Parties:

_____, on _____

Poland, on _____

COMPETITOR Name: _____ M-Sport Poland Name: Maciej Woda Title: Director