

## **Purchase of a license to participate in Romo Motor Festival**

### **Terms and Conditions**

This Agreement (“Agreement”) is made effective by and between DASU, DMU when purchasing a race license for the Romo Motor Festival conducted by Romo Motor Festival.

Romo Motor festival is the transaction partner on behalf of DASU and DMU to avoid a long queue when paying for the license and thereby close contact and thereby take a precautionary approach to the pandemic. The Race and co-driver agree to the terms and conditions below by checking the box in the online shopping cart checkout or by submitting payment for the Product.

#### **1. Race License Usage**

After purchasing the Race License, the Racer and Co-Driver will be given access to participate in the Romo Motor Festival by receiving a receipt in his/her email. Racer and Co-Driver will only have access to this license on the date of the race.

DASU and DMU hereby grants to the Racer and Co-Driver an exclusive, non-sublicensable, non-transferable, single-use, license to participate in RMF. Racer and Co-Driver understands and agrees that the license may not be shared with any third party. In the event that Romo Motor Festival, DMU or DASU suspects that the license is being shared with another party, the right to participate in RMF will immediately be terminated.

#### **2. Fees & Payment Processing**

The Racer and Co-Driver agrees to compensate DASU/DMU the fee indicated on the online shopping cart. If any payment methods are declined by the online payment processor, Racer and Co-Driver shall provide a new eligible payment method before receiving the license.

#### **3. Refund Policy**

Due to the nature of Race License being immediately accessible upon purchasing, no refunds of any fees or other amounts paid by Racer and Co-Driver in connection with the license will be allowed under any circumstances.

#### **4. Personal Information**

By purchasing the License, The Racer and Co-Driver will be asked to provide personal information including his/her name, email address, mailing and billing address. Racer and Co-Driver agrees to allow DASU/DMU and Romo Motor Festival access to this personal information for all lawful purposes including tracing back in the case of a COVID outbreak. Racer and Co-Driver is responsible for the accuracy of the identifying information, maintaining the safety and security of his/her identifying information.

The billing information provided to DASU/DMU and Romo Motor Festival by Racer and Co-Driver will be kept secure and is subject to the same confidentiality and accuracy requirements as Racer and Co-Driver's identifying information indicated above.

#### **5. Warranties and Liability**

DASU, DMU and Romo Motor Festival makes every effort to ensure that the Product is accurate and fit for the use. However, Romo Motor Festival takes no responsibility whatsoever for the suitability of the license and Romo Motor Festival provides no warranties. Racer and Co-Driver agrees to indemnify Romo Motor Festival against all liabilities, claims, demands, expenses, actions, costs, damages, or loss arising out of the

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Racer and Co-Driver's breach of these terms and conditions. Romo Motor Festival shall not be liable to the Racer and Co-Driver or any third party for consequential, indirect, special or exemplary damages including but not limited to damages for loss of profits, business or anticipated benefits whether arising under tort, contract, negligence or otherwise whether or not foreseen, reasonably foreseeable or advised of the possibility of such damages.

#### 6. Force Majeure

If the performance of this purchase or any obligations hereunder is prevented, restricted or interfered with by reason beyond the act of God and reasonable control of the parties. This include new restrictions due to a change in the COVID pandemic situation.

#### 7. Guarantees

Company does not make any guarantees as to the use of the license . Racer and Co-Driver agrees to take responsibility for Racer and Co-Driver's own use of the license

#### 8. Entire Agreement

This is a binding Agreement that incorporates the entire understanding of the parties, supersedes any other written or oral agreements between the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement.

#### 9. Mediation and Arbitration

Any and all disputes or disagreements rising between the parties out of this Agreement upon which an amicable understanding cannot be reached, shall be decided first by mediation, and if mediation is unsuccessful, then arbitration in accordance with the procedural rules of the Danish Arbitration Association

#### 10. Transfer

This purchase cannot be transferred or assigned to any third party without written consent of both parties.