



# TARGA POSCHIAVO-ENGIADINA

## Terms and Conditions 2022

THE FOLLOWING "TERMS AND CONDITIONS" GOVERN YOUR PARTICIPATION IN THE 2022 EDITION OF "TARGA POSCHIAVO-ENGIADINA" (the "Event"). BY ACCEPTING THIS DOCUMENT, YOU ARE RECOGNIZING AND ACCEPTING THE FACT THAT THEY WILL GOVERN YOU FOR ALL THE FEATURES REGARDING YOUR PARTICIPATION AT THE MENTIONED EVENT AND YOU ARE RECOGNIZING AND ACCEPTING ITS FEATURES. IN CASE YOU DO NOT AGREE WITH AND ACCEPT THE STATED TERMS AND CONDITIONS, YOU WILL NOT BE ALLOWED TO TAKE PART IN THE EVENT.

**Art. 1 - Preliminary versus finalized programmes:** Preliminary programmes are those still being refined in terms of schedule, routing and locations, and/or in terms of the structures that will be used. The organising company – Internationale St. Moritzer Automobilwochen AG, based c/o Advokatur und Notariat Schwarzenbach & Pfiffner in Via Maistra 7, CH-7500 St. Moritz - hereafter referred to as "the Organization" - hereby affirms that it will maintain the services and structures shown in the finalized programme. However, in the unlikely event of services becoming unavailable due to circumstances beyond its control, it reserves the right to substitute them with alternative services and/or structures.

**Art. 2 - Cars Admitted and Eventual Protests Regarding Non-admission: the Event is limited to a maximum of 40 cars.** Based on the registrations received and accordingly to the eligible cars, a Selection Committee - the sole authority deciding who may take part - will decide which cars are indeed entered, with its decision being final.-

No hospitality solutions are provided from the Organizers.

No protests as to refused entries will be taken into consideration; the Organization is not responsible for any costs incurred in order to submit the application, both in case of refusal or acceptance with regard to the participation at Targa Poschiavo-Engiadina 2022.

Enrolment: until July 31<sup>st</sup>, 2022.

Acceptance of cars: from June, 15<sup>th</sup>, 2022.

The Entrant, once accepted, has to proceed immediately in the payment of the full entry fee according to the services requested.

**Art. 3 – Preliminary and Final Programme:** please refer to the website [www.i-s-a-w.com](http://www.i-s-a-w.com).

**Art. 4 –** All cars must meet the legal requirements to run on public roads in Switzerland; drivers must be in possession of a driving license valid for 2022 in Switzerland.

Driving Requirements: all drivers are required to follow the Highway Code and all instructions of the Officials of the event. Cases where driving is considered to be in a manner likely to bring the event into disrepute will be penalised. .



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### **Art. 5 – Entry Fee and services included.**

The entry fee – CHF 2'300,00 - includes the following items **for N. 1 crew (driver & codriver)**.

Entering the Event, the entrant/participant will be provided with:

- Welcome kit on Saturday 3<sup>rd</sup> September;
- Dinner on Saturday, September 3<sup>rd</sup> – Lej da Staz
- Lunch on Sunday, September 4<sup>th</sup> – Poschiavo
- Dinner on Sunday, September 4<sup>th</sup> – St. Moritz
- Light Lunch on Monday, September 5<sup>th</sup> - Poschiavo

**Art. 6 - Entry Applications and Objections to the Entry Fee:** the would-be entrants must complete the Entry Application form and send it – together with the requested documents/pictures - by mail to the addresses / contacts indicated in the Entry Application Form, by the indicated deadlines in the same document.

Under no circumstance whatsoever and at no time will the Organization take into consideration any disputes regarding renegotiation of entry fees. The fee will not be renegotiable or refundable even in part after the event is over.

**Art. 7 - Renunciation:** Partial or total renunciation of participation in the event must be given in writing by the participant, by means of an e-mail to the company address [info@i-s-a-w.com](mailto:info@i-s-a-w.com) .

No reimbursement will be given to entrants who do not show up at the Event or who withdraw during the course of it.

No fees will be reimbursed if an entrant cannot take part in the event due to invalid or insufficient personal, travel, or car documents.

Any other different case might be submitted to and evaluated by the Organizing Committee, which only as a gesture of goodwill has the final judgement on these features.

Fees shall be refunded as a gesture of goodwill as follows at the sole discretion of the Organizing Committee in accordance with the above-mentioned conditions. No refund if communication is made after 7/08/2022. Refund will be paid within 60 days from the date of communication of retirement.

**Art. 8 – Causes of “Force Majeure”:** in the event of any acts of “force majeure”, the Organization will be released from any obligation to provide the services stipulated and will be held blameless for the above or similar, as it will not be in a condition to carry out these services. The term “force majeure” encompasses the following: strikes, bad weather conditions, wars, civil or military disorders, uprisings or riots, natural calamities, pillaging, arbitrariness of public authorities acts of terrorism.

If one of these events occur and it is no longer possible to provide services, entrants and/or crews will waive the right to any reimbursement, compensation or indemnity. The only possible exception to this would be in the case of damages covered by the insurance policy regarding the Event, set up by the Organization.



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### **Art. 9 - Protection of Privacy Law Concerning the Protection of the Confidential Nature of Personal Data (DSG):**

in accordance with Swiss law protecting the confidential nature of personal data (Bundesgesetz über den Datenschutz (DSG) issued June 19, 1992 (Version January first, 2014), the name of each participant is inserted into a database whose sole proprietor is Internationale St. Moritzer Automobilwochen AG, which may use the information contained therein to send informative material about their activities, or advertising from sponsors and/or partners. In accordance with Swiss law entrants, clients, or whoever is in the database, can at any time, modify or cancel the information via an official communication to be sent to [info@i-s-a-w.com](mailto:info@i-s-a-w.com) .

If they wish to oppose any usage of their personal data, they can do so by sending a registered letter to INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEN AG, c/o Advokatur und Notariat Schwarzenbach & Pfiffner in Via Maistra 7, CH-7500 St. Moritz.

**Art. 10 - Additional and/or Informative Communication Bulletins:** The Organization reserves the right to make known to all participants, by means of mail and/or website, any changes or additions to the present Terms and Conditions and to the programmes.

### **Art. 11 – INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEN, “Targa Poschiavo-Engiadina” trademarks, logos, industrial property rights, copyrights and services offered by third parties through the website or by links to third party websites:**

be aware that none of the above is public domain. Being entered for the Event does not confer any rights on the registered trademarks “INTERNATIONALE ST. MORITZER AUTOMOBILWOCHEN”, “Super Stick Shift” or its logos, nor any authorization for use of the above. You also hereby vouch for the driver of the car (if different from the Entrant), assistance and/or mechanical staff, team or crew members and/or guests that no one will claim ownership, license, or use of the above. In addition, no-one will use or register names, trademarks, or other distinctive signs in combination with the names or registered trademarks of “Motorsport Rendezvous” and/or with similar easily confused graphics.

The title and the copyright of the website [www.i-s-a-w.com](http://www.i-s-a-w.com) , (this includes, but is not limited to images, photographs, animation, videos, audios, music, integrated texts relating to the present website and included material) are the property of Internationale St. Moritzer Automobilwochen AG and are protected by copyright law and international treaty arrangements. Copying and/or reproducing material contained on this site is not permitted.

Some of the services offered on this website may include links to third party websites. You have been informed and accept that the Organisation cannot be held responsible for the examination or for the evaluation of the content or of the accuracy of this material or of the third-party websites. The Organisation cannot guarantee or confirm or have any responsibility for the material or websites of third parties, nor for other material, products or services of third parties. The links are there for your convenience. You must accept that you will not use material from these third parties in any way that can infringe or violate their rights, and that the Organisation will not be held in any way responsible for any use in this sense on your part.

### **Art. 12 – Authorization to take photos / to film: release and indemnity:** entrants



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authorise the Organisation and/or third parties authorised by the Organisation to take photos and/or shoot audio-visual works (hereafter referred to as "Content") of their persons, members of their crews and/or their vehicles and/or personal possessions and/or items of any brands that they own during and in the context of the Event 2022. Entrants agree to surrender to the Organization, at no charge whatsoever, unlimited rights to the Content that Internationale St. Moritzer Automobilwochen AG and/or third parties authorised by Internationale St. Moritzer Automobilwochen AG take or film during the Event. The surrendering of rights gives the Organisation the right to store, use for commercial purposes, to distribute the Content to third parties, and to divulge it, in full or partially, with no time limits, also after editing, by means of the press (including but not limited to catalogues, magazines, books, etc) and/or any system of storage and/or broadcasting known at present or to be invented in the future (including but not limited to TV, radio, internet, telecommunications, on- or offline analogical and/or digital systems, etc), with no territorial or easement limits, for all time. Entrants indemnify and hold harmless the Organization and/or owners of specific rights against third party claims pertaining to the right to utilise the aforementioned Content.

**Art. 13 – Insurance and indemnity:** Each participant shall take part on his own responsibility. The Organisation refuses all demands and claims for injury/damage to person/property of participants, drivers, assistants and third parties. In accordance with the Swiss law the Organization has drawn up a civil liability insurance policy for the organisation of the Event, which also covers third party liability for the Organization and any bound persons for damage to persons, animals and objects, excluding injury to entrants themselves and their cars. Furthermore, no liability shall be assumed. Entrants agree to obtain insurance in conformity with current law and agree to release the Organization and any of their staff or collaborators involved in the Event, owners of land and property through which the Event passes, from any responsibility for damage or injury to themselves, their drivers, co-drivers, additional guest, employees and objects, or damage or injury caused to third parties or objects belonging to them, their drivers, co-drivers, employees or appointees. Likewise, entrants will not hold the Organization responsible for fire and/or theft and/or any other damage that their vehicles may incur during the 2022 edition of "Targa Poschiavo Engiadina" and waive the right for themselves and their heirs to claim any kind of compensation in relation to any kind of accident their vehicle may incur. The organizer's insurance company is: Douglas-Machat & Cie.

**Art. 14 – Pertaining Laws:** The present Terms and Conditions are regulated and interpreted according to Swiss law.

**Art. 15 – Forum of Exclusive Competence:** For any controversy regarding interpretation and/or execution of the present Terms and Conditions, the competent authority will be the Court of Law of Chur, to the exclusion of anyone else.

Signature of Participant

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