



TERMS AND CONDITIONS

1. Parties Involved in organizing the YXZ1000R Cup

- A. Yamaha Motor Europe N.V., (hereinafter referred to as YME), including its (national) branches, distributors and importers (hereinafter jointly referred to as Distributors).
- B. National Auto or Motorcycle Federations.

2. YXZ1000R Cup

- A. The YXZ1000R Cup is an official European project designed to support Yamaha drivers with a passion to race (hereinafter referred to as "Cup"). Pilots and co-pilots over 18 years old with a national federation license may enter. The vehicles that qualify for the Cup are Yamaha YXZ1000R Manual Shift and Sport Shift SSV. The top scoring drivers (as detailed below) racing in each national Cup will win a free entry to the YXZ1000R Cup SuperFinale in Baja Portalegre, Portugal, end of October 2019 (hereinafter referred to as the SuperFinale).
- B. The Cup and the SuperFinale consist of a STOCK category and an OPEN category. Pilots wishing to participate in the Cup must complete a Registration Form. Entries in each country will be effective if confirmed by the national Distributor. Pilots whose entries are accepted have to respect YME's General Regulations, supplementary national Distributor regulations as well as the national federation and each race regulations.
- C. Entry fee in the YXZ1000R Cup is up to the local Distributor's regulations. Each national YXZ1000R Cup has to have a minimum of 3 races.
- D. If one team wants to participate in more than one national Cup, the correspondent fee has to be paid for each country in which is participated in a Cup.
- E. The national Cups races that qualify for the SuperFinale have to take place between the 15th of March and the 10th of October 2019. All the races in national Cups outside these dates do not qualify for the international Cup points.
- F. The engines of the vehicles enlisted in the STOCK category, are required to strictly meet the standard factory production specifications, without modifications being permitted. Such vehicles are allowed to have a modified exhaust line and modified (remapped) engine control unit (ECU).

3. Involvement of Parties

- A. YME sets the structure and the guidelines for the Cup, is the entity responsible for managing the marketing and promotional rights of the Cup and is the entity in charge of the interaction between the stakeholders involved in the Cup.
- B. The Distributors are in charge of the local communication and direct contact with the riders, providing them the Yamaha branded Paddock Blue and Yamalube welcome pack.
- C. YME is in charge of organizing the YXZ1000R Cup SuperFinale at Baja Portalegre, Portugal, date 24 – 26/10/2019.
- D. The licensing for the SuperFinale event is under Portuguese sportive and technical regulations and is a responsibility of the rider to request it through the relevant national federation via the Baja Portalegre organization, www.bajaportalegre500.com



4. Participation Requirements

- A. Participation in the Cup is restricted to the national races in the countries participating in the Cup.
- B. The participants must be fully licensed in their national federation, follow the National Cup Tech./Sportive rules and must race with a Yamaha YXZ1000R (Manual Shift or Sport Shift SSV).
- C. In order to participate in the Cup, the rider must be 18 years old or older.
- D. It is **mandatory** for the riders participating in the Cup to use the Paddock Blue clothes with compulsory branding and mandatory stickers for the vehicles provided by YME during national Cup and SuperFinale.
- E. Registration's deadline in each national Cup is the penultimate race of each national Cup.
- F. Registration to the SuperFinale is a separate registration process and only top scoring participants will be admitted to the SuperFinale (in accordance with the selection criteria set out below).
- G. The SuperFinale in Baja Portalegre is not part of any national Cup.

5. Registration Instructions

- A. To participate in the Yamaha YXZ1000R Cup it is mandatory to fill out the full participation form.
- B. Teams will receive a confirmation from the organization of the Yamaha YXZ1000R Cup confirming the registration.
- C. All the information provided by the teams is under their responsibility, it will be verified by the national Distributor.

6. Structure of the Cup

Subscription:

- Registration for participation in the Cup is possible from 1st of March 2019. Supplementary national regulations of the Distributor apply.

National Races

- Spain : 6 races
- Portugal : 5 races
- Germany – Poland – the Netherlands: 5 races
- Italy : 3 races
- UK : 3 races
- Israel : 3 races
- France : 3 races

The Cup will be an integrated part of car or motorcycle national championships, cups or any national single race approved by the relevant national federation and agreed by Distributor. Yamaha riders will have their own ranking, which will be locked and determined by **7th October 2019** for the selection of participants joining the SuperFinale.



7. Attribution of Points in the Cup

- A. Each team that participates in a qualifying national Cup race earns points for that race, based on its final position in the race. YXZ1000R Cup Stock and Open categories have their own ranking. The attribution of points applies as below.

Position	Points
1 st	25
2 nd	20
3 rd	16
4 th	13
5 th	11
6 th	10
7 th	9
8 th	8
9 th	7
10 th	6
11 th	5
12 th	4
13 th	3
14 th	2
15 th and below	1

- B. In order to qualify for the SuperFinale of the YXZ1000R Cup, the points scored by a participant in the national Cup's races will be added to its total score. This has to correspond to the total number of scoring events for that Cup's competition, with the deduction of the worst result of the competitor, as long as they fulfil all the provisions of this Regulation. The competitor with the highest resulting number of points in a country will be the national Cup winner and will qualify for a free registration to the SuperFinale in Baja Portalegre, Portugal. There will be one winner in STOCK category and one winner in OPEN category in each country, if both categories apply.
- C. In case of a tie in any place of the Final Classification of the YXZ1000R Cup, the provisions of the Common Prescriptions for the Contests, Cups and Trophies of national federations will apply.

8. National Cup prizes

- A. Trophies will be the awards to 1st, 2nd and 3rd in each category on every national Cup race.
- B. Each team participant at the YXZ1000R Cup that is admitted at the start of a race will be awarded with one voucher with a minimum value of € 150,- (including VAT). This voucher can be used for purchases of Genuine Yamaha parts, Yamaha clothing and YAMALUBE lubricants in an official Yamaha dealer. This voucher excludes purchases of GYTR, OHLINS and AKRAPOVIC. Specific national Distributor voucher rules apply.
- C. The participating teams with the right to trophies and final prizes who are not present at the podium ceremony, will lose their right to those trophies and prizes, except for reasons of force majeure, which would be assessed by Distributor.
- D. The correct compliance with the dress code by all participants is essential according to the current image policy of YME.



9. SuperFinale

- A. The winners of each national YXZ1000R Cup in categories STOCK and OPEN will win a free registration at the Baja Portalegre which will take place from 24th to 26th of October 2019 in Portalegre, Portugal, provided that such winning team has participated in at least 2 races in the national Cup. The national Cup winners of the Stock and Open categories qualify for the **SuperFinale** prizes. For the classification of the YXZ1000R European Cup **SuperFinale**, the points of each national participant will be accumulated corresponding to the total number of scoring events for that competition, discounting the worst result of the contestant, as long as they fulfill all the provisions of this Regulation. The participant with the highest number of points will be the winner. Only the national winners of each STOCK and OPEN category who raced min. 2 national Cup races qualify for the **SuperFinale** prizes. In case one of the winners cannot participate, the first highest scoring team of the country will be allowed to qualify for the **SuperFinale** prizes.
- B. For SuperFinale qualifications, YME has the right to accept or not 2 winners of the STOCK category per country, in case there is no OPEN category.
- C. In the event of a tie in any place of the Final Classification of the YXZ1000R Cup, the provisions of the Common Prescriptions for the Contests, Cups and Trophies of national federations apply.
- D. All other racers (not winners of the national Stock and Open categories) who participated in at least 2 races in the national Cups qualify to the SuperFinale, but not for prizes.
- E. Prizes :

Stock Category	
1st	YXZ1000R and 2 Trophies
2 nd	€ 5.000 P&A and 2 Trophies
3 rd	€ 3.000 P&A and 2 Trophies

Open Category	
1st	1 free Registration to Dakar Series Merzouga Rally – April 2020 € 7.000 P&A and 2 Trophies
2 nd	€ 5.000 P&A and 2 Trophies
3 rd	€ 3.000 P&A and 2 Trophies



- F. Travel/Accommodation expenses are at the racers responsibility.
- G. In order for YME to verify whether contestants in the STOCK category meet the obligations laid down in clause 2F above, YME shall be entitled to execute technical inspections on the vehicles participating in the STOCK category at the end of the SuperFinale. Such inspections may include opening the engine of any vehicle and other inspections YME may deem necessary to verify compliance with these terms and conditions. The team representative of the inspected vehicle is required to be present during the inspection and technical verification by YME. The team subjected to an inspection in accordance with this clause, will be responsible for re-assembly after inspection(s) of the vehicle(s) concerned.

10. Cancellation of events

For any reason, and without prior notice, YME reserves the right to at its own discretion and at any time change or cancel, in whole or in part, (the Terms and Conditions) the Cup.

11. Image rights

The participants grants or procures the grant, free of charge until 31st December 2019 and without limitation in time for historical purposes for materials made prior to 31st December 2019 and without limitation in time or territory, to YME the exclusive right to use participant's name, participant's personal racing number design(s), signature, initials, likeness, including photographed portraits, film, video, CD-/DVD-ROM and any other footage or comments by electronic means of participant, and comments and opinions, in connection with the Cup and the SuperFinale, advertisements, promotional activities and the sale of motorcycles and other products manufactured and/or sold by YME.

12. Applicable law

- A. By registering for the Cup and signing the registration form, the racer agrees with these Terms and Conditions.
- B. The participant agrees that any disputes in connection to (participation in) the Cup, including the use of the information provided by the participant to YME, shall be resolved by the competent court of Amsterdam, the Netherlands.

13. Insurance

- A. The insurance for racing in the Yamaha YXZ1000R Cup is the responsibility of participant.
- B. The indemnity and liability clauses are those established by the insurance policy included in the licenses of the National Federation.
- C. Notwithstanding the foregoing, YME and/or its Distributors will not be responsible or liable for the consequences of cancellation, failure or inability of any kind with respect to the Cup including any races. Except in case of fraud or gross negligence, in no event shall YME and/or its Distributors and/or their 3rd party, be liable towards the any participant for loss of profit or any other indirect or consequential damages under these terms and conditions.
- D. To the extent permissible under relevant applicable national law, YME is excluded from any liability in the event of an accident in which injuries, permanent disabilities or death occur.
- E. YME and/or its Distributors shall not be liable for failure to perform its obligations hereunder due to the occurrence of any event beyond its reasonable control.



14. Costs

- A. All costs of participation in the Cup are the responsibility of and for the account of the driver, co-driver and/or team.
- B. These costs and expenses include, among others: transport and logistics, acquisition and use of the Side-by-Side, parts, mechanical repairs, assistance and licenses for the national championship, as well as the competitor's license.
- C. The registration fee for the Cup may differ per national Cup and is determined by each national Distributor and given at the registration form under entry fee.
- D. Upon registration to the Cup, YME will provide the registrant with a free Welcome Pack.
- E. In case competitors want to purchase more items of the welcome package, they can contact a Yamaha dealer or the YME's Cup Event Coordinator for discounted prices.

15. Term

The engagement between YME (including its Distributor) and the driver and/or team will come into effect on the moment (date) of acceptance by Distributor of driver, co-driver and/or team's (first) registration to a Cup and shall automatically expire on 31st December 2019 without the notification of either YME or participant and/or team being required.

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