

## TERMS AND CONDITIONS DUSTBALL 4000

1. Dustball4000 («the event») is an organized road trip. Dustball 4000 (“the event”) is neither a race nor a contest. Under NO circumstance are you allowed to compete with the other participants. You must NOT bet in any way related to the event. You must drive taking into consideration all safety precautions, comply with necessary courtesy and exemplify respect towards all participants and the public.

2. Dustball4000 (the «event») will take place from Wednesday the 11<sup>th</sup> of June until Sunday the 22<sup>nd</sup> of June, 2008.

3. The event follows a route that has the city of Athens as its point of departure and return while crossing cities of different countries such as Venice (Italy), Monte Carlo (Monaco), Barcelona (Spain), Marbella (Spain) and Marrakech (Morocco). Each day of the event will be different in structure and the time required and distance covered in kilometers to reach each destination will vary according to route. However, during most of the days a basic driving structure will be followed for the course of the day and parties at night. The exact route and more details of each destination will be announced at the briefing prior to the start of the road trip.

4. There is no “classification” system and the event is open to every car make, all models and dates of manufacture of the vehicles. The spaces are limited, therefore availability cannot be guaranteed - but the more eccentric and impressive a car is, the higher the possibilities to participate.

5. The insurance of each participating car is the responsibility of each Dustball4000 driver/participant, who is also obligated to obtain the necessary “green card” issued from the insurance company the latest until Tuesday, June 6<sup>th</sup> 2008.

6. You must have completed your 18<sup>th</sup> year of age until Wednesday the 11<sup>th</sup> of June 2008, at the start of the event, in order to participate.

7. You must have a recent, legally obtained driving license which does not underlie any limitation or restriction. You must also have a valid identification card and passport.

8. Registration for the event begins on Tuesday January 29<sup>th</sup> 2008 in Athens, at the Grande Bretagne Hotel, and lasts until Friday the April 18<sup>th</sup>, 2008. In order for potential

participants to confirm a spot reservation, the participation payment (10.800 Euro for driver and co-driver) must be deposited upon registration. The spot cannot be confirmed prior to the payment of the participation fee.

9. The cost of participating with your vehicle and all extra costs for additional passengers and/or co-drivers are included in the price list, following the terms and conditions along with the cancellation policy and is an inextricable section of these Terms and Conditions.

10. The cost of participation includes accommodation in 4 or 5 star luxury hotels for 9 nights. It also includes the passenger and vehicle tickets for the ferry (Patra-Venice), the passenger and vehicle aller retour tickets for the ferry (Algeciras – Ceuta - Algeciras), the charter flight cost from Malaga to Athens, vehicle transportation from Malaga to Athens, all breakfasts, parking as well as the reservations and parties in several clubs. During the road trip all drivers and passengers will share double/twin rooms during accommodation. If you wish to stay in a room of a higher class (Suites) please contact us upon approval of your participation form. Each hotel usually has a limited number of Suites, therefore a Suite cannot be guaranteed for everyone.

11. The procedures of payment include bank cards (credit or debit) or cash.

12. You are responsible for the payment of your participation as well as every extra cost for additional passengers, your vehicle and potential supporting vehicle. The cost of participation for your vehicle and each passenger must be paid in full, for the final approval and confirmation of participation, 10 days upon the application form completion. Please inform the organizers in the event that you wish to make a scheduled payment plan. In the event that you have not deposited the participation amount until Friday, April 18<sup>th</sup>, 2008, your participation form will be deemed invalid and the cancellation policy will apply.

13. The cost of event participation does NOT include personal expenses such as gas, phone calls or other extra hotel charges (including postal or courier charges related to forgotten luggage), fines of any kind or damages that took place in any area where the event passed through. In the event that the organizing committee incurs charges on your

behalf, you are obliged to reimburse the amount paid within 30 days from the invoice issued by the organizers.

14. The organizers preserve the right to deny the participation or to cancel the event at any time and for any reason (without having to reveal the cause). If the event is cancelled in case of uncontrollable forces (natural causes, act of war, etc.), no refunds of the entry fee will be made. In case of event cancellation for reasons that are not considered uncontrollable forces, the participation cost will be returned.

15. Upon the start of the event, the organizers will NOT return the cost of participation or pay any damages if the participant is unable to proceed with the completion of participation for any reason. Even though the vehicles have enough time to arrive in each destination, the route is quite demanding. If you are not able to complete any part of the route and as such you are not able to reach the hotel at the destination, you do NOT have any right of reimbursement. With your entrance in the event, the proceedings are programmed and your "resignation" at any point does NOT give you any right of reimbursement.

16. You should uphold to all the relative laws and legislations of each country that you are passing through, including (but not limited to) the speed limit, laws on roads, laws relative to the safety of your vehicle and laws relative to the use of alcohol or any other illegal substances. You should participate in the event with the vehicle that you had originally declared in the participation form. The organizers will decide if you will be permitted to participate with another vehicle. If the organizers do not allow you to participate with another vehicle than the one you had declared on the participation form, you will not be allowed access to the event and you will not have the right of return of the cost of participation. All the people that register for the event should participate in the event. If for any reason you cannot take part in the event your position can be transmitted to another person of your choice after the organizers' approval.

17. Dustball4000 (the «Organizer») does NOT preserve any responsibility for possible consequences in case of denial of passage and/or the entrance/exit from or to any area/country, during your visit to the cities of the route and any relevant cost that might occur. All of the above are your responsibility.

18. You should behave in accordance to each circumstance by keeping in mind the rules of the hotels and other establishment/location during the road trip. When you are checking-in during your arrival to a hotel, you must provide a credit card as insurance for any extra charges or damages you may perform against the hotel's property. Each charge or damage cost as such, must be paid by you before you leave the hotel; otherwise the charge will be incurred on the credit card.

19. The consumption of alcohol is prohibited while you are driving. You are NOT allowed to drive at NO circumstance under the influence of alcohol or any other toxic (legal or illegal) substances. You are NOT allowed to consume any illegal or toxic substance under ANY circumstance during the road trip.

20. You must NOT drive if your ability of driving is hindered and as such yours and others' safety is endangered, because of illness, lack of sleep or any other reason.

21. You must reimburse the organizers, the representatives in charge, the employees and the consultants in the event of any legal charge, complaint, petition or cause for any action or any reason that will occur against them from a third party as a result of your behavior or your participation in the incident, that includes –but is not limited to- the violation on your behalf of any law or legislation or the break of these terms and conditions.

22. You agree to have the logo of Dustball 4000 and the logo of the official sponsors placed on your vehicle throughout the entire road trip. You do not have the right to alter, cover or replace the stickers and it is your duty to maintain the stickers clean and clear during the event. The stickers, provided to you by the organizers, are not permanent and can easily be removed without causing damage on the color of the vehicle. The organizers are not responsible for any damage that might occur on the color of the car during the setting and removal of the stickers.

23. Personal financing of your car or your clothing is permitted only upon the written agreement of the organizers. Whether you will receive written agreement from the Official Sponsors to allow personal sponsors (maximum 2 in total) depends on the identity of the sponsors, while you will be permitted to place their names/ brands and/or logos on only 2 pre set areas on the participating car and clothing. It is significant that the sponsors are not competing companies of the

same industry and of absolute magnitude that the personal sponsors do not represent competing companies to the official sponsors of the event. The organizers will decide in regards to the size and the position of the name/brand of your sponsors, the brand and/or their logo on your vehicle and/or your clothing. Only, with the premise that your sponsors do not compete with the official sponsors of the event. If you wish to place the name of your sponsors, the brand and/or your logo on your vehicle and your clothing, you must propose so in a written application (to the organizers) at least 45 days prior to the beginning of the event in order for your request to be considered for approval. The organizers preserve every right to deny the participation of vehicles that are sponsored from non-authorized sponsors or individuals.

24. If you reach the point of participation or attempt to participate in the event with a vehicle and/or clothing that portray the brand of a sponsor that has not been authorized by the organizers, you will be asked to remove the material from the vehicle and/or the clothing and if you do not comply, you will be denied access and participation to the event (in this case, there will be no return of the cost of participation).

25. By participating in the event, you authorize your photo to be taken and to be included in the video shooting of the event. As a result, you forfeit from each and all of your rights for fame or privacy and you authorize the organizers with every right and permission to use your image in all the ways and means, worldwide, with no deadline. Additionally, you agree that the organizers are the only people who can decide whether to use or not pictures or part of filming where you appear while they can be altered only by the organizers' judgment. You approve of the use of your name; image; resemblance; voice and biographical data in relation to all possibilities of the film, fame and relative promotional material for any exposure for promotional purposes. You certainly release the organizers; directors; employees; contributors; licensors and agents from any demand you may have considering violation of private life, defamation or any cause of action that might derive from production; distribution; broadcast or exhibition of pictures or part of shooting film or any promotional material.

26. You are bestowed the right to take pictures and shoot film of your participation in the event for non commercial purposes (for personal and individual use only). More specifically, you are not allowed to reproduce

or to use pictures or part of film from the event in any web site, print material, television program and means of similar nature without the written consent of the organizers. As a result, regarding the event, you agree to entrust without deadline, all your rights, titles and interests under worldwide copyright as well as your creative rights in such pictures or shooting material and the exclusive worldwide rights for their utilization and reproduction to the organizers. In case you are requested to, you must deliver within 30 days from the end of the event, to the organizers without any cost for them, a cassette in DigiBeta (PAL) or DV (PAL) version from each filmed material that has been produced by you during the event and copies of all the pictures that have been taken during the event.

27. You do NOT have the right to use the logo "Dustball 4000" for absolutely ANY reason (apart from the placement of stickers on your vehicle) without the approval of the organizers. Specifically, you are NOT allowed to use the "Dustball 4000" logo in any web site nor any print or any visual material without the written approval of the organizers.

28. The organizers preserve the right to change the terms and conditions on occasion with the duty to inform you regarding those changes. Your participation in the event will automatically determine that you have read and accepted these conditions.

29. If you infringe on any of the terms or deny complying with the instructions that you have been given during the event, from the organizers, there is great possibility that the continuation of your participation in the event will be denied. In this case, there will be no return of the cost of participation.

30. I comprehend and accept that the participation in an event such as Dustball4000 is possibly dangerous and that there are several risks/dangers that might associate with my participation. Such dangers and fears might exist but are not limited to car accidents; pedestrian accidents; accidents with other moving and/or parked cars and /or negligence of other drivers. Moreover, I apprehend that my participation in the event might lead to serious physical damage and/or death (mine or of others). Furthermore, I fully comprehend that the route of the event demands driving in public national roads where inconveniences and problems shall be expected. Additionally, I understand that my participation in the event demands strenuous physical effort, as the participants are

expected to drive for long temporal periods during the course of many days, while the danger of the possibility of driving in bad weather conditions is evident. By having full awareness and understanding the dangers associated to my participation in the event, I participate in the event voluntarily and I fully accept and consider possible every probable danger of loss, damage, trouble or injury (including death).

31. Given that I am allowed to participate in the event, I forfeit from the right and I relieve myself; my inheritors; my family members; executors; administrators and legal representatives from each and all the rights and the demands that I have, may have or am going to have in the future against the organizers; executives; managers; employees; consultants; representatives and sponsors of the event from every and for all the damages, accidents (including death) and/or demands that might be created and derived directly or indirectly from my participation in the event (including an emergency situation or delivery of medical support during the event.) Even if the damages, accidents (including death) and/or demands are caused by human failure of those aforementioned or otherwise. Furthermore, I pledge not to prosecute the organizers; executives; directors; employees; consultants; representatives; nor sponsors of the event for any damages, accidents (including death) and/or demands that occur from me directly and indirectly from my participation in the event. This disengagement of responsibility includes (but is not limited to) claims for physical injury; death; financial loss; breach of contract; revenue loss; reimbursement acts; negligence or any other legally recognized claim that might surface during my participation in the event (which includes all the legal costs that might be connected to such claims).

32. I agree that I will relieve, defend, reimburse and not consider the organizers; executives; directors; employees; consultants; representatives nor sponsors of the event and its licensed representatives responsible for any or all damages, claims, demands, complaints, legal responsibilities or actions that will arise directly from my actions through my participation in the event or

accomplished during or after the end of the event, including all the relative expenses and costs as well as every amount of money that the organizers might pay as a settlement for any demand or legal responsibility.

33. I agree to conform to all the terms of entering the event. I recognize and comprehend the fact that the organizers will act in the best possible fashion in order to ensure that all the participants will agree with the terms and conditions of the event, but will not be able to guarantee that all participants will indeed comply with these terms and conditions of participation.

34. I declare that I have read this document of abandonment of my rights, I have fully comprehended the conditions and I understand that by signing the application form I have forfeited every significant right I have performed so under my free will and without any temptation, coercion or force.

35. This document consists of an unconditional dismissal from any legal responsibility in the highest possible level allowed by legislation. I agree that in case any part of this document proves to be invalid, the rest of the document will remain valid and in force. Please note that by completing the application form and accepting these terms and conditions you also form with us a legal bond for your participation in the event under these terms and conditions. Additionally, I declare that all the information stated on the signed application form is correct and I declare that I have read and understood all the terms and conditions and I fully agree with all of them (including those of disavowal and disengagement) and I accept all the terms and conditions relative to my participation to the event. I comprehend the fact that even though the organizers will make extensive efforts for the preservation of my personal information, they will not be held accountable in case of theft or loss of such information. I provide my acquiescence to permit the transfer of my personal data to third parties, in case the organizers consider such action necessary.

## PRICELIST

The participation of **one car** in Dustball 4000 can take place with any of the following combinations:

|   |                |
|---|----------------|
| Driver with co-driver and stay in double room             | <b>€10.800</b> |
| Driver without co-driver and stay in single room          | €8.800         |
| Driver with two co-drivers and stay in triple room        | €13.500        |
| Driver with co-driver and stay in junior suite            | €16.000        |
| Driver with three co-drivers and stay in two double rooms | €20.000        |

For participation in Dustball 4000 with a different combination than the ones listed above, please contact the Organizing Committee for details and cost.

### **Additional Services & Options**

|   |        |
|---|--------|
| Full Print  | €1.400 |
| Helicopter to Nikki Beach, St. Tropez (per person)  | x €300 |
| Dinner at Barcelona/Marbella/Marrakech (per person) | x €450 |

## CANCELLATION POLICY

In the event that you cancel your participation, you will be reimbursed in accordance to the percentage of the total cost designated to the time frame of cancellation.

|                                     |     |
|-------------------------------------|-----|
| by February 15 <sup>th</sup> , 2008 | 90% |
| by March 3 <sup>rd</sup> , 2008     | 70% |
| by March 17 <sup>th</sup> , 2008    | 50% |
| by April 30 <sup>th</sup> , 2008    | 10% |
| after April 30 <sup>th</sup> , 2008 | 0%  |