



Automobili La'Bergitla

2030 - 2031 Endurance Series Commercial Terms

1. Introduction

These Commercial Terms ("Terms") establish the primary commercial, financial, and legal framework governing all forms of participation and engagement in The Automobili La'Bergitla Endurance Series ("the Series"). These Terms apply to, and are binding upon, all participants, including but not limited to Teams, Entrants, Manufacturers, Suppliers, Sponsors, Commercial Partners, Media Partners, Contractors, and any other associated entities or individuals (collectively, "Participants").

By submitting an entry, executing any agreement, supplying goods or services, or otherwise participating in any capacity in connection with the Series, all Participants expressly acknowledge and agree to be fully bound by these Terms, as well as any amendments, supplementary provisions, technical bulletins, commercial directives, or official communications issued by the Organiser from time to time.

These Terms are intended to protect the integrity, value, and reputation of the Series, to ensure a fair and equitable commercial environment, and to safeguard the legitimate interests of all Participants and the Series Organiser. Where any ambiguity or conflict arises, the interpretation and application of these Terms shall rest solely with the Organiser, whose decisions shall be final and binding in all matters relating to the Series' commercial operations.

All Participants are deemed to have reviewed and accepted these Terms as a condition of participation, and continued involvement in the Series will constitute ongoing acceptance of any updates or modifications duly notified by the Organiser.

2. Participation and Fees

2.1 Entry, Registration, and Licence Fees

All Competitors, Entrants, and Teams wishing to participate in the Series are required to pay the relevant entry, registration, and licence fees, as set and periodically reviewed by the Organiser. The precise fee structure, including any tiered or class-specific charges, shall be detailed in the Series Entry Form and/or official fee schedules circulated by the Organiser. Payment of all such fees must be received in full by the deadlines specified in the Series Entry Form, official invoice, or accompanying communication. Failure to pay any required fees in full and on time may result in rejection or cancellation of entry, or ineligibility to participate in the Series, at the sole discretion of the Organiser.

2.2 Supplier, Technical Partner, and Commercial Rights Fees

All Official Suppliers, Technical Partners, Commercial Partners, and Approved Vendors may be required to pay rights fees, access fees, activation fees, or other charges as specified in their individual agreements with the Organiser. The scope, amount, and timing of such fees shall be governed by the terms of the relevant supply, partnership, or sponsorship agreement. No rights or privileges shall accrue to any Supplier or Partner unless and until all required payments have been received in full and cleared funds.

2.3 Non-Refundability and Forfeiture

Except where expressly stipulated in writing by the Organiser or where otherwise required by law, all fees and charges (including entry, registration, licence, rights, and access fees) are strictly non-refundable and non-transferable. No refund or credit shall be due in the event of withdrawal, exclusion, disqualification, suspension, force majeure, or any other cause preventing participation in the Series, unless the Organiser determines otherwise in its sole and absolute discretion. In such circumstances, any refund or credit granted will be subject to any deductions for costs, expenses, or damages incurred by the Organiser.

2.4 Confirmation of Participation

Participation in the Series shall not be deemed confirmed until all requisite fees and charges have been received in full and any outstanding balances from previous seasons or events have been settled to the satisfaction of the Organiser.

2.5 Taxes and Withholdings

All fees and charges specified are exclusive of any value added tax (VAT), sales tax, withholding tax, or other applicable government charges. Participants are solely responsible for the payment of any such taxes or withholdings, and must ensure that all remittances to the Organiser are net of any required deductions.

3. Rights and Licences

3.1 Branding, Livery, and Approvals

All car liveries, team branding, driver suits, and all forms of visible sponsor marks or graphical elements (collectively, "Branding") must be submitted in advance for written approval by the Organiser prior to their public display or use at any Series Event. Branding must comply at all times with the Series Technical, Sporting, and Commercial Regulations, as well as the Series Brand Guidelines and any specific instructions issued by the Organiser.

The Organiser reserves the absolute right to require modification or removal of any Branding that, in its sole opinion, is inconsistent with Series values, creates a conflict with Series Partners, contravenes mandatory Series branding, or is otherwise objectionable or non-compliant. Placement, size, and visibility of Series-mandated elements (including but not limited to Series logos, partner marks, and safety decals) take precedence over any team, sponsor, or manufacturer branding.

3.2 Use of Series Marks, Intellectual Property, and Brand Guidelines

Participants are granted a limited, non-exclusive, non-transferable, and revocable licence to use the Series trademarks, logos, insignia, and official marks ("Series Marks") strictly in accordance with the official Series Brand Guidelines and only for the purposes expressly authorised in writing by the Organiser.

No use of Series Marks is permitted without prior written consent, and all permitted use is subject to quality control and approval by the Organiser at all times.

All intellectual property rights in and to the Series Marks, Series name, official titles, and related IP remain vested exclusively in the Organiser or its licensors. Participants may not register, claim, or challenge any right in any Series IP, nor use the Series Marks in any way that may mislead or suggest unauthorised association, endorsement, or partnership.

3.3 Rights in Team, Car, Driver, and Event Imagery

By participating in the Series, all Competitors, Teams, Entrants, Drivers, and associated personnel hereby grant the Organiser and its appointed commercial partners an irrevocable, worldwide, royalty-free, perpetual licence

(with full right of sublicense) to use, reproduce, display, broadcast, edit, adapt, and otherwise exploit any and all images, video, audio, data, and likenesses of the cars, teams, drivers, personnel, and any activities occurring at Series Events (“Event Imagery”), for all media, commercial, promotional, digital, social, and editorial purposes, whether now known or hereafter devised.

This licence extends to the creation and use of content for live broadcasts, highlights, documentaries, advertising, merchandising, and any other Series-related or affiliated activities, without any requirement for further approval or payment.

Participants expressly waive any moral rights or rights of prior approval in relation to the use of such imagery, except as expressly set out in individual written agreements with the Organiser.

3.4 Restriction on Unauthorised Use

No Participant, Sponsor, or Supplier may use Series Event imagery, official broadcast footage, Series IP, or event marks for any commercial, promotional, or media purpose outside the context of the Series without the Organiser’s prior written approval, which may be subject to additional terms and fees.

4. Sponsorship and Advertising

4.1 Organiser Approval and General Restrictions

All forms of sponsorship, advertising, or promotional activity conducted by Participants—including but not limited to branding and signage on cars, driver and team apparel, pit garages, hospitality units, digital media, team communications, and all other visible or public-facing surfaces—must be submitted in advance for written approval by the Organiser.

Sponsorship, advertising, or promotional arrangements are strictly prohibited if they:

- Conflict with the Series’ official sponsors or commercial partners, or infringe upon any existing category exclusivities granted by the Organiser.
- Breach any applicable law, regulation, or public policy, including but not limited to advertising prohibitions relating to tobacco, certain gambling operators, political or religious messaging, adult entertainment, firearms, or other sensitive or regulated sectors.
- Are deemed by the Organiser, in its sole discretion, to be inappropriate, offensive, or otherwise detrimental to the integrity or reputation of the Series.
The Organiser reserves the right to require the modification, removal, or concealment of any unauthorised, non-compliant, or conflicting branding at any time, and Participants shall have no claim to compensation or damages arising from such decisions.

4.2 Series Partner Exclusivity and Category Protection

The Organiser may from time to time enter into partnership or sponsorship agreements granting exclusive rights to official Series partners within designated product or service categories (“Category Exclusivity”). Where such exclusivity applies, no Participant, Team, or Entrant may display or promote the branding of any sponsor, partner, or product in direct competition with a Series Partner within the relevant category, without the Organiser’s express written consent.

The Organiser may require removal or covering of any branding or promotional material which, in its opinion, breaches or risks breaching a Series Partner’s exclusivity.

A current list of protected categories and Series Partners will be made available to all Participants and may be updated at any time.

4.3 Naming Rights, Event and Title Sponsorship

No car, Team, or Event name, title, or designation may incorporate or reference any commercial name, sponsor, brand, third-party, or product—whether in full or in part—without the Organiser’s prior written approval.

Applications for naming rights or title sponsorships must be submitted to the Organiser in advance and will be considered at the Organiser’s sole discretion, which may be subject to additional terms, fees, and branding

requirements.

The Organiser reserves the right to impose restrictions, require changes, or withhold approval for any naming, titling, or branding arrangement that may cause confusion, conflict, or dilution of Series or Series Partner rights.

5. Media, Broadcast, and Content

5.1 Exclusive Broadcast and Content Rights

All audiovisual, radio, streaming, digital, and other broadcast rights relating to any aspect of the Series—including, but not limited to, live event coverage, highlights, replays, and behind-the-scenes content—are the sole and exclusive property of the Organiser. No Participant, Team, or related entity may record, transmit, distribute, or exploit any audio, video, or digital content of the Series, in whole or in part, without the prior written authorisation of the Organiser.

5.2 In-Car, On-Board, and Trackside Cameras

The installation, positioning, activation, removal, and operation of all in-car, on-board, and trackside camera equipment, as well as any data acquisition or telemetry devices intended for media or broadcast use, is strictly controlled by the Organiser. No Participant may interfere with, reposition, disable, or substitute any official camera or broadcast device without express permission. The Organiser reserves the right to access, use, and broadcast any content generated by these devices for any purpose, including commercial exploitation.

5.3 Team and Driver Media Participation

All Teams, Entrants, and Drivers are required to make themselves available for official media and promotional activities as scheduled by the Organiser, including, but not limited to: interviews, press conferences, autograph sessions, podium ceremonies, fan engagements, and digital/social media initiatives. Non-attendance or failure to cooperate without valid reason may result in fines, exclusion from media opportunities, or other penalties at the Organiser's discretion.

5.4 Use of Official Footage and Digital Content

Participants may use official Series-provided footage, still images, and digital assets for their own promotional and marketing purposes only with the prior written consent of the Organiser, and strictly in accordance with any applicable Series Brand Guidelines or usage policies.

Any such use must:

- Be non-commercial (unless otherwise agreed in writing) and must not imply any official association or endorsement by the Series, unless expressly permitted.
- Be accompanied by appropriate credits or watermarks, as specified by the Organiser.
- Be withdrawn or modified immediately upon request by the Organiser in the event of breach or dispute.

5.5 Social Media and Digital Platforms

All references to the Series, including use of Series marks, images, or footage on social media or digital platforms, are subject to these Terms and any separate Social Media Guidelines issued by the Organiser. Unauthorised streaming, live coverage, or dissemination of Series content may result in immediate takedown requests, penalties, and/or exclusion from Series activities.

6. Merchandising and Licensing

6.1 Series Merchandise and Brand Licensing

The Organiser retains the exclusive global rights to produce, license, distribute, and sell all merchandise, apparel, collectibles, and related products bearing the Series, event, or official marks, logos, and intellectual

property. No third party, Team, Entrant, or other Participant may manufacture, sell, or authorise the sale of any merchandise incorporating Series marks or event branding without the express prior written approval of the Organiser and, where required, an executed licence agreement.

6.2 Team and Driver Merchandise

Teams and Drivers may design, produce, and sell their own official merchandise incorporating their individual team names, driver names, images, and proprietary branding, provided that:

- All such merchandise, designs, and proposed points of sale are pre-approved in writing by the Organiser.
- No such merchandise shall include Series marks, event branding, or create confusion with official Series merchandise.
- There is no conflict or overlap with any exclusive categories, rights, or merchandise reserved to the Organiser or Series Partners.
- The Organiser reserves the right to withhold approval or require withdrawal of any merchandise at its sole discretion in order to protect the integrity, value, or exclusivity of the Series' brand and commercial agreements.

6.3 Royalties and Revenue Sharing

Where the Organiser grants a licence for the use of Series marks or event branding by Teams, Drivers, or third parties for merchandise, the terms—including any royalty rates, revenue sharing, reporting, and audit rights—shall be set forth in a separate licence agreement.

6.4 Counterfeit and Infringing Goods

Participants must take all reasonable steps to prevent the manufacture, sale, or distribution of counterfeit, unlicensed, or infringing merchandise bearing Series or event marks. The Organiser reserves the right to take enforcement action and may require Participants' cooperation in such matters.

7. Confidentiality and Non-Disclosure

7.1 Commercial and Technical Confidentiality

All Participants, including but not limited to Teams, Entrants, Suppliers, and Partners, are required to maintain the strictest confidentiality regarding any non-public commercial, technical, strategic, or financial information disclosed by the Organiser or other Participants, whether in written, electronic, verbal, or any other form. Such information shall be used solely for the purposes of participation in the Series and may not be disclosed, published, or otherwise communicated to any third party without the express prior written consent of the Organiser, except where disclosure is required by law, regulation, or court order.

7.2 Handling and Safeguarding of Confidential Information

Participants must take all reasonable measures to prevent unauthorised disclosure, copying, or misuse of confidential information, including implementing appropriate internal policies and training. Confidential obligations remain in force during and after participation in the Series, for as long as the information remains confidential.

7.3 Press Releases and Public Statements

No Participant may issue press releases, public announcements, or other communications referencing the Series, its Organiser, or any confidential or sensitive matters—including business operations, regulatory or legal issues, and disputes—without the prior written approval of the Organiser. This requirement applies to communications in all forms, including digital, social, and traditional media.

7.4 Exceptions

Nothing in this Article shall prevent Participants from making disclosures strictly required by applicable law,

regulation, or valid court order, provided the Organiser is given prompt written notice in advance (where legally permissible) and afforded a reasonable opportunity to seek protective measures.

8. Intellectual Property

8.1 Ownership of Series IP

All rights, title, and interest in and to the intellectual property associated with The Automobili La'Bergitla Endurance Series—including, but not limited to, the Series name, logos, emblems, trademarks, event titles, official media, photographs, videos, original content, technical data, rules, and documentation—shall remain the exclusive property of the Organiser.

Participants are granted only such rights of use as are strictly necessary for participation in the Series and as expressly set out in these Terms or other written agreements with the Organiser. No other rights, licences, or interests are conferred or implied.

8.2 Use of Third-Party Intellectual Property

Any use of third-party intellectual property—including, but not limited to, supplier, partner, or sponsor marks, names, logos, designs, or copyrighted material—must be fully authorised in writing by the relevant rights-holder and pre-approved in writing by the Organiser prior to any public use, display, or distribution in connection with the Series.

8.3 Infringement and Protection

Participants must not use, register, or apply to register any trademark, trade name, or domain name confusingly similar to the Series' intellectual property, or do anything that could harm, dilute, or misappropriate the rights of the Organiser or its official partners.

Any unauthorised use, reproduction, or distribution of Series IP may result in immediate exclusion from the Series and legal action for damages or injunctive relief.

8.4 Notification of Infringement

Participants must promptly notify the Organiser if they become aware of any actual or suspected unauthorised use or infringement of Series IP or any third-party rights in connection with the Series.

9. Financial Terms

9.1 Prize Money, Appearance Fees, and Financial Awards

The distribution of prize money, appearance fees, performance bonuses, and any other financial awards shall be governed by a separate Prize Fund Schedule or Financial Distribution Notice issued by the Organiser.

Eligibility for payments will be subject to full compliance with these Terms and all Series Regulations. The Organiser reserves the right to withhold, suspend, or offset payments in the event of any breach, dispute, or outstanding financial obligations.

9.2 Invoicing and Payment Procedures

All payments by the Organiser to Participants (or vice versa) will be made via the designated bank accounts provided in writing and subject to any required supporting documentation, such as invoices, tax forms, or compliance declarations. Payment timelines and methods shall be set out in the relevant Financial Schedule or Series instructions.

9.3 Taxation and Withholding

All amounts payable under these Terms are exclusive of any value added tax (VAT), goods and services tax (GST), sales tax, withholding tax, or any other government-imposed taxes or duties unless expressly stated otherwise.

Participants are solely responsible for their own tax filings, reporting, and compliance in all relevant jurisdictions.

Where required by law, the Organiser may deduct or withhold amounts for tax and will provide appropriate documentation of such withholdings.

9.4 Set-Off and Deductions

The Organiser reserves the right to set off or deduct from any amounts payable to a Participant any amounts due to the Organiser from that Participant under these Terms or any related agreement.

10. Term and Termination

10.1 Term

These Commercial Terms shall take effect upon a Participant's entry or formal registration into the Series and shall remain in force until the conclusion of the relevant Season, unless terminated earlier in accordance with these provisions. In the case of continuing obligations (such as confidentiality, IP, or financial reconciliation), such clauses shall survive beyond the Season's end or withdrawal.

10.2 Termination by the Organiser

The Organiser reserves the right to terminate a Participant's entry, participation, or any commercial rights at any time with immediate effect upon notice, in the event of:

- A material breach of these Terms, the Sporting Regulations, Technical Regulations, or any official directive;
- Failure to pay any fees, fines, or other financial obligations by the prescribed deadline;
- Conduct that, in the reasonable opinion of the Organiser, brings the Series, its partners, or other Participants into disrepute or endangers safety or integrity;
- Breach of any applicable law or regulation relevant to Series participation.

10.3 Termination by Participant

A Participant may withdraw from the Series by providing written notice to the Organiser in accordance with the withdrawal procedures set out in the Sporting Regulations. Entry fees and any other amounts already paid shall be non-refundable unless otherwise agreed in writing by the Organiser.

10.4 Consequences of Termination

Upon termination or withdrawal, all commercial rights, Series credentials, and licences granted under these Terms shall immediately cease. Participants must cease all use of Series marks, intellectual property, and confidential information, and return or destroy all proprietary materials as directed by the Organiser.

11. Disputes and Jurisdiction

11.1 Governing Law

These Terms, and any contractual or non-contractual obligations arising from or in connection with them, shall be governed by and construed in accordance with the law expressly specified in the Series Regulations. In the absence of any such specification, the governing law shall be that of the Organiser's principal place of business.

11.2 Dispute Resolution

All disputes, controversies, or claims arising out of or in connection with these Terms—including any question regarding their existence, validity, interpretation, or termination—shall be resolved in accordance with the dispute resolution procedures set out in the Series Regulations. Where no specific procedure is prescribed, disputes shall first be subject to good faith negotiation between the parties. If not resolved within thirty (30) days, the dispute shall be referred to arbitration, or to the courts of competent jurisdiction as specified by the Organiser. The language of any arbitration or proceedings shall be English, unless otherwise agreed.

11.3 Jurisdiction

Each Participant irrevocably submits to the exclusive jurisdiction of the courts and/or arbitration panel designated in the Series Regulations for the resolution of any such dispute.

12. Miscellaneous

12.1 No Waiver

No failure, delay, or partial exercise by the Organiser in enforcing any provision of these Terms shall be construed as a waiver of any rights or remedies. Any waiver must be expressly stated in writing by the Organiser.

12.2 Amendment

The Organiser reserves the right to amend, supplement, or update these Terms at any time by written notice to Participants. Such amendments shall take effect on the date specified in the notice or, if not specified, immediately upon publication or communication.

12.3 Interpretation

The Organiser shall have the exclusive authority to interpret these Terms and any related documents, and its interpretation shall be final and binding on all Participants.

12.4 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

12.5 Entire Agreement

These Terms, together with any referenced documents or Schedules, constitute the entire agreement between the Organiser and Participants regarding the commercial arrangements for participation in the Series, superseding any prior agreements or understandings.

For further details or clarification on any provision, Participants should contact the Organiser directly.