



## **ABARTH RALLY CUP 2020**

## **SPORTING REGULATIONS\***

(\*Subject to FIA WMSC validation)

#### **CONTENTS**

1	DEFINITIONS AND ANNEXES	
2	THE TROFEO	
3	REGISTRATION FOR THE TROFEO	
4	RACE REGISTRATION	6
5	VEHICLE COMPLIANCE	
6	SPARE PARTS	7
7	REQUIRED EQUIPMENT	
8	USE OF IMAGE - advertising and promotional activities	9
9	ADVERTISING	
10	SERVICE PARK	
11	CALENDAR	
12	SCRUTINEERING	
13	POINTS	
14	RESULTS	
15	EX AEQUO	
16	PRIZES	
17	PENALTIES AND EXCLUSIONS	13
18	PROTESTS AND APPEALS	14

- 1.1 For the purpose of this regulation, the following terms shall have the meaning set out in this Article:
  - + Trofeo: Abarth Rally Cup
  - + Abarth: Abarth & C S.p.A.
  - + FIA: Fédération Internationale de l'Automobile
  - + ERC: European Rally Championship
  - + ACI Sport: Direzione per lo Sport Automobilistico ACI
  - + ASN: Autorità Sportiva Nazionale (National Sports Authority)
  - + Regulation: this regulation including its Annexes
  - <u>Driver</u>: the driver who registered for the Trofeo, appearing as the first driver on the list of starters and in the final rankings approved for each Race.
  - + <u>Competitor</u>: Private or legal person holding a Competitor license issued by ACI Sport or another National Sports Authority, who registers the vehicle for Trofeo Races.
  - + <u>Preparatore Abarth Racing (PAR)</u>: organisation contractually bound to Abarth.
  - **Team**: organisation responsible for the technical preparation of the vehicles and/or that assists in the races
  - + Races: all Rallies listed in Article 9 "Calendar"
  - + Parts: all original components sold via Abarth or the official Abarth network.
  - **Technical data sheet**: Document detailing technical components.

The following annexes are part of the Regulation:

- + Registration Form (Annex A)
- + Application for direct purchase of spare parts during the rally (Annex B)
- + Competition numbers positioning and mandatory advertising (Annex C)

#### 2 THE TROFEO

- 2.1 Abarth, holder of Promoter license No. 241909 issued by ACI Sport, announces the Trofeo either directly or through sector operators with the purpose of rewarding Drivers competing in the Races referred to in Article 11, with Abarth 124 R vehicles in compliance with this Regulation and listed in the R-GT categories of approval where applicable.
- 2.2 The Trofeo is regulated by the applicable provisions of the FIA International Sporting Code and its annexes, of the FIA regional rally regulation, of the ACI Sport National Regulations, of the National Regulation of the country where the Race takes place, of this regulation, of the Rules set out in the Trofeo registration form, of the specific Regulations of each event and any provisions from the Organisers of individual Races.
- 2.3 For anything not expressly specified herein, please refer to the FIA ERC2 sports and technical regulations published on the official website of the championship (<a href="https://www.fiaerc.com">www.fiaerc.com</a>)
- 2.4 Abarth reserves the right to publish changes and instructions on its website, be it of a sporting or technical nature, at any time, as deemed appropriate to ensure the best application of the Regulation, of which they shall be considered an integral part. In any case, such changes and instructions shall be sent by email to the Drivers, Competitors and/or Teams, within 3 days of their publication and shall be immediately binding upon successful notification to the Drivers, Competitors and/or Teams.

#### 3 REGISTRATION FOR THE TROFEO

- 3.1 Registration for the Trofeo does not include registration to the FIA ERC 2020.
- 3.2 Registrations for the Trofeo are opened upon publication of this Regulation on the Abarth website (<u>www.abarth.com</u>).
- 3.3 By registering for the Trofeo, each Competitor, Driver, PAR and Team declares that they acknowledge, respect and shall enforce among those for whom they are directly or indirectly associated and jointly responsible namely the 2<sup>nd</sup> Driver and Team members assisting them in the race the rules listed in Article 2.2, and acknowledge that any violation of the rules by the aforementioned parties shall give rise to the applicable penalties being imposed on the Competitor and/or Driver.
- 3.4 Participation in the Trofeo as a driver is reserved only for drivers who hold the International Driving licence at Grade C/R and above, issued by ACI Sport or another ASN, valid for the year 2020.
- 3.5 Upon registering, the Driver shall state that he/she has adequate physical, technical and professional capacities, and that he/she has a valid insurance policy covering him/her against the risk of death and temporary and/or permanent disability.

- 3.6 Any new Drivers registering for the Trofeo shall be placed in a queue, following the order in which the registrations were received. Abarth shall undertake to notify the Organisation of the list of Trofeo participants before the closure of registrations for the individual races.
- 3.7 Drivers who use a "pseudonym" in the meaning of Article 192 RSN should maintain it in every Trofeo race in which he/she will participate.
- 3.8 By registering for the Trofeo, the Driver agrees to drive the vehicle in all Special stages of the rally in which he/she intends to participate.
- 3.9 To register for the Trofeo, please fill in the application form in Annex A, in all parts.
- 3.10 <u>Season registration for the whole Trofeo</u>

The registration fee for the whole Trofeo with the Abarth 124 rally vehicle is:

500.00 euro + VAT

3.11 Registration for a single Trofeo Event

The registration fee for a single Trofeo Event with the Abarth 124 rally vehicle is:

100.00 euro + VAT

3.12 In any case, the payment of the registration fee must be made by bank transfer as follows:

Intesa Sanpaolo Spa Ag 23 C.so Unione Sovietica 409 - 10135 - Torino, Italy to account no. 100000063969 held by Abarth & C S.p.A.

ABI: **03069**; CAB: **09214**; CIN: **E**;

IBAN: **IT92E 03069 09214 100000063969** 

BIC-SWIFT: BCITITMM

- 3.13 In order for the registration to be valid, the following documents
  - Registration form in Annex A;
  - + Photocopy of the Driving licenses;
  - + Photocopy of the competitor's license;
  - + Photocopy of the bank receipt confirming that the transfer has been made:

must be sent for the attention of the Trofeo Coordinator, Mr Francesco Italo Senesi, by email, at the following email address:

e-mail: francescoitalo.senesi@abarth.com

- 3.14 Only registration forms (accompanied by the documents listed in 3.13), received by Abarth before 6pm on the last day of registrations for the first valid Trofeo Race in which the Driver intends to participate, shall be considered valid.
- 3.15 It is the responsibility of the person concerned to check that the Registration Form has been received; Abarth shall not be responsible for errors of any kind which may prevent the document from being received within the deadline.
- 3.16 Any applications received after the deadline set out in Article 3.14 shall take effect as of the following Race.
- 3.17 All communications relating to the Trofeo shall be sent to the concerned parties via email. The entrant's email address must be included in the registration form.
- 3.18 The registration fee **for the whole Trofeo season (Article 3.10)** includes 2 official FIA-approved Trofeo suits and 2 official free-time Trofeo clothing kits for each crew member indicated on the registration form. In the registration made by a Competitor other than a Driver, these supplies shall be provided to the crew indicated on the Trofeo registration form. If, during the season, either total or partial changes are made to the crew initially indicated, the first of these shall result in Abarth supplying 1 new suit and 1 new clothing kit for each new crew member. Any further subsequent changes by the registered Competitor shall be subject to payment of the fee referred to in Article 3:11. In such case, Abarth shall provide 1 suit + 1 clothing kit for each new crew member.
- 3.19 The registration fee **for an individual Trofeo race (Article 3.11)** includes 1 official FIA-approved Trofeo suit and 1 official free-time Trofeo clothing kit for each crew member indicated on the registration form. Occasional participation in further Trofeo races by the crew member of a single event shall not result in Abarth supplying further suits/clothing kits.
- 3.20 All costs and expenses not included in the Trofeo registration fee under Article 3 shall be borne solely by the Competitor, Driver and Team.

#### 4 RACE REGISTRATION

- 4.1 The Trofeo registration fee does not include registration for the Races, which must be paid by the individual Competitor.
- 4.2 Registration for the Trofeo shall not result in the organisers giving any priority in terms of accepting the Race registration.
- 4.3 Cars used in valid Trofeo races must be registered and classified in the ERC2 Group.

#### 5 VEHICLE COMPLIANCE

- 5.1 The vehicles used by the competitors must be Abarth 124 rally vehicles and comply with:
  - The respective R-GT technical passport issued by the FIA;
  - + The following articles of Annex J applicable at the time of the race:
    - 251 Rankings and definitions
    - 252 General requirements
    - 253 Safety aspects
    - 256 Class R-GT
  - + The provisions at the time of the race set out in:
    - the FIA regulations
    - the regulations of the ASN that has jurisdiction over the Race
    - the Regulations for the specific race
    - this Regulation
    - Article 7 "Required Equipment" of this Regulation.
- 5.2 The Vehicles must always be identifiable by way of:
  - The Technical Passport;
  - Parts Catalogue;
  - + Comparisons with production components and project designs;

The Competitor/Driver is responsible for ensuring that the Vehicle complies with its original characteristics. For each race, the Competitor/Driver is responsible for ensuring the compliance and regularity of the Vehicle and components installed on it.

#### 6 SPARE PARTS

- 6.1 Except as permitted by the International Technical Regulations for R-GT Group vehicles, and in addition to the features listed in the FIA R-GT Technical Passport, Abarth reserves the right to require the spare parts to display seals to show their authenticity. Failing which, an application of the disciplinary sanctions set out in this Regulation shall be considered. Moreover, Abarth reserves the sole right to request the replacement of parts deemed non-compliant, for which the Competitor shall bear the costs, in order to make the vehicle suitable for participation in the Trofeo.
- 6.2 To give the Driver and/or Competitor and/or Team access to the spare parts service, he/she must first fill in the document in Annex B in all parts and send it to Abarth.
- 6.3 The parts must be purchased through Abarth or Preparatore Abarth Racing.
- 6.4 Serial parts only may also be purchased through the official Abarth support network.

#### 7 REQUIRED EQUIPMENT

- 7.1 Checks on the use of required equipment may be carried out by Abarth staff at any time during the Race.
- 7.2 Wheels and tyres:
  - → Tarmac kit: O.Z. racing wheels measuring 8" x 18" Abarth design 5746885;
  - TBD tyres;
  - + Gravel kit: O.Z. racing wheels measuring 7" x 15" Abarth design 5747759;
  - + TBD tyres

The tyre tread compound and design can only be chosen from the TBD commercial range.

The compound code cannot be artificially concealed.

#### 7.3 Fuel:

The fuel check (as officially requested by the Collegio dei Commissari Sportivi (Sporting Stewards Board) or following a complaint by a Competitor) will check compliance with the limitations imposed by Article 252.9.1 Annex J, based on the FIA method, excluding investigations on its commercial origin.

In any case, the calibration of the engine control unit is optimised for the use of fuel:

Product brand: PANTAProduct type: 102 MAX

Abarth shall not be held responsible for any changes in performance or reliability due to use of other fuels.

#### 7.4 Accessories:

+ Seat belts:

free, under the following conditions:

Product brand: SABELT

Approval: FIA 8853-2016

Driver/navigator seats:

free, under the following conditions:

Product brand: SABELT

Approval: FIA 8855-1999

The fixing bases for the seats on the body must comply with the vehicle's FIA R-GT technical passport.

- + Fixed extinguishing system: free, provided it complies with FIA standard 8865- 2015 and that it is installed in the vehicle following the relevant manufacturer instructions.
- → Portable extinguisher: free, provided that it complies with the specifications of Article 253.7.3 of Appendix J FIA, including its installation on the vehicle.

#### 7.5 Component stamps:

The engine crankcase, the turbocharger (plus 1 stock), the gearbox (plus 1 stock) and the differential (plus 1 stock) of all vehicles must be prepared for the application of seals (as set out in Article 63 of the ERC Sporting Regulations). The Competitor is solely responsible for the preservation and integrity of the seals for the duration of each Event.

#### 8 USE OF IMAGE - ADVERTISING AND PROMOTIONAL ACTIVITIES

- 8.1 All rights relating to the name, brand and image of the Trofeo and respective Races as well as their use and exploitation belong to Abarth and Eurosport Events ltd, FIA ERC Promoter, which may dispose of them at its full and absolute discretion.
  - 8.2 In particular, the following belong exclusively to Abarth and Eurosport Events, which may dispose of them with no time or location-based limitations:
    - image rights relating to the use of photos on books and printed media, such as newspapers and magazines.
    - rights of production, use and transmission by radio and television, film, "home video", via the Internet, through "wireless" and related technology, and any other medium or means of distribution whether material or digital, current and future using any terrestrial or spatial technical tools for transmission and reception, current or future, of the Trofeo.
    - → any right of use for communication, commercial, promotional or any other purposes – of the name, brand and image of the Trofeo and its Races.
- 8.3 The Team, Competitors and Drivers acknowledge and accept that Abarth reserves the right to use directly or indirectly and to grant third parties (including Abarth's sponsors/partners and sponsors/partners of the Trofeo and Races) the right to use, both in Italy and abroad, without prior notice or any remuneration being due:
  - the names, brands, images (both moving and static) and the results (rankings) of the Teams, Drivers and Competitors participating in the Trofeo;

images of the Vehicle, suit and the helmet of the Drivers, as well as the support/assistance tools, equipment and any other elements used by the Teams, Competitors and Drivers as part of their participation in the Trofeo and Races, together with the Names/Logos of the sponsors (both of the Trofeo and the personal names/logos of the Teams and Drivers), for marketing, commercial and promotional purposes. This includes the ability to produce merchandise (such as electronic games and scale models of the Vehicle) and marketing and/or promotional materials.

#### 9 ADVERTISING

- 9.1 Without prejudice to the provisions on the vehicles issued by FIA and the relevant ASN for the location where the event takes place, each Driver as a determining factor for participating in the Trofeo or individual races must apply mandatory advertising stickers to their vehicle, which are provided by the organiser of each individual race, as well as those received from Abarth, without making any modification thereto, as set out in Annex **C**.
- 9.2 Every Driver in possession of the Trofeo's official Race clothing kit must wear it.
  Any events of force majeure which prevent it from being used must be approved by the Trofeo Coordinator.
- 9.3 Except as provided in Article 9.1 and outside of the spaces indicated therein, the personal sponsor logos of the Competitors, Drivers and Teams may be applied to the vehicles, clothing of the Drivers and Team staff, as well as to the equipment they use. Said personal sponsors may not, under any circumstances, be competitors of Abarth, of its sponsors or of the FCA Group. Each individual case must be promptly made known in advance to Abarth, which shall consider any exceptions. Any exceptions shall be notified by Abarth to the Competitor and/or Driver in writing.
- 9.4 The Competitors, Drivers and Teams shall have the right to use the trademarks and distinctive signs of their personal sponsors and shall undertake to indemnify and release Abarth from liability for any claim for damages or any legal proceedings brought by personal sponsors in relation to said distinctive signs in connection with the Trofeo or Races.
- 9.5 Any Abarth trademarks and/or logos of the Trofeo and/or mandatory advertisement placed on vehicles used in Races, on the Teams' equipment, on the clothing of Drivers and/or Team members, shall only be the original ones supplied by Abarth.
- 9.6 Checks on the correct positioning of the advertising may be carried out by Abarth at any time of the Race.

#### 10 SERVICE PARK

10.1 The Team shall strictly follow the instructions provided by the Organisers

and by Abarth staff in relation to the positioning of their vehicles when accessing the service parks.

#### 11 CALENDAR

11.1 The Trofeo dates are as follows:

	DATE	RACE	
+	09 May	Rally Islas Canarias	ESP
+	31 May	Rally Liepaja	LVA (gravel)
+	28 June	Rally Poland	POL (gravel)
+	26 July	Rally di Roma Capitale	ITA
+	30 August	Barum Czech Rally	CZE
+	08 November	Rally Hungary	HUN

- 11.2 Abarth shall be held in no way liable to the Trofeo participants in the event of any changes to the above dates or cancellation of the Rally by the relevant ASN.
- 11.3 Abarth reserves the right to amend the list of Rallies valid for the Trofeo, promptly informing the Competitors thereof.
- 11.4 Under the Regulation, each Rally begins with the qualifying stage and ends with the approval of the final rankings.

#### 12 SCRUTINEERING

12.1 The compulsory Scrutineering and/or following a complaint are regulated and managed by the Technical and Sporting Scrutineers of the relevant ASN.

#### 13 POINTS

13.1 The following points shall be awarded to Drivers in each race:

1 <sup>st</sup>	2 <sup>nd</sup>	$3^{rd}$	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	$10^{\text{th}}$
25	18	15	12	10	8	6	4	2	1

13.2 Where Appeals are ongoing (filed in accordance with the supplementary regulation of the rally), the points shall be awarded after the ruling is made, based on the official rankings approved by the FIA.

#### 14 RESULTS

- 14.1 Rally results and Final results shall be drawn up.
- 14.2 Race Ranking of Drivers:
  - + Final Ranking

The summary ranking, considering the crews in which the winning Driver registered for the Trofeo, and based on the official race ranking drawn up by the race management and approved by the relevant ASN.

#### 14.3 Final Driver Rankings:

#### + Final Ranking

This will be drawn up by adding the points awarded to the Driver in a maximum of 6 races in which he/she actually participated.

The title of "Winner of the Abarth Rally CUP" shall be awarded to the Driver who gains the highest number of points.

#### 15 EX AEQUO

- 15.1 In case of a draw in any of the Driver prizes to be awarded, the highest number of first places shall be considered, then second places, then third and so on, until a winning Driver is determined.
- 15.2 If the procedure described in Article 15.1 is not sufficient, the prize shall be awarded to the Driver who first obtains their own best result.

#### 16 PRIZES

#### 16.1 Trofeo prizes

Based on the Trofeo ranking of each Race, the following prizes shall be awarded to the winning Driver or Competitor:

+ Final Ranking

 $1^{st}$  place: Grand prize + € 12,000.00\*  $2^{nd}$  place: Grand prize + € 10,000.00\*  $3^{rd}$  place: Grand prize + € 8,000.00\*

#### 16.2 Final prizes

Based on the final rankings of the Trofeo, the following prize shall be awarded to the winning Driver or Competitor:

Final Ranking

1<sup>st</sup> place: Grand prize + € 30,000.00\*

16.3 Prizes shall be delivered to the winning Drivers after the approval of the final rankings of each Race by the FIA and shall be subject to the legal tax deductions.

<sup>\*</sup>Cash prizes are subject to the deductions established by law.

<sup>\*</sup>Cash prizes are subject to the deductions established by law.

- 16.4 Where Appeals are ongoing, the prizes shall be awarded after the ruling is made, based on the official rankings approved by the relevant ASN.
- 16.5 Abarth shall not award prizes to Drivers where the Drivers themselves, the Competitors who registered them or their Team, owe any outstanding debts to Abarth. Abarth may also offset the cash prizes due with any debts it is owed by the Drivers.
- 16.6 The assignment of the prizes due to necessary internal processes is conditional upon submission by the Driver of all necessary documentation and shall not take place before the 45<sup>th</sup> day from the date the final rankings for the event are formalised.

Any information on payments and/or documentation may be directly requested by writing to: <a href="mailto:VerificaAbarth@abarth.com">VerificaAbarth@abarth.com</a>

#### 17 PENALTIES AND EXCLUSIONS

17.1 Failure to comply with the rules referred to in Article 2.2 shall result in the following measures being imposed on the Driver:

Type of violation	Penalty
Any violation by the Driver, Competitor or Team of Article 6 of this Regulation.	Loss of the points and any prize received by the Driver for the race.
Any violation by the Driver, Competitor or Team of Article 7 of this Regulation.	Loss of the points and any prize received by the Driver for the race.
Any violation by the Driver, Competitor or Team of Article 9 of this Regulation.	Loss of the points and any prize received by the Driver for the race.
Refusal to submit the vehicle to Technical Scrutineering by Abarth staff at any time of the Race.	Exclusion from Trofeo Event with the loss of the race points and respective race prize.

The penalties imposed by FIA / ERC shall also apply to the Trofeo.

17.2 If a Driver loses the score gained or is excluded from the final ranking of the Trofeo, the score of the other Drivers shall remain unchanged.

Should the Driver be excluded from the Trofeo or penalties be applied, the Driver, Competitor and Team shall not be entitled to any refund and/or compensation for any damage.

#### 18 PROTESTS AND APPEALS

- 18.1 Any dispute of a sporting nature arising between the Driver and/or Competitor and/or Team and Abarth shall fall under the Sporting Justice Bodies of the relevant ASN.
- 18.2 Competitors intending to lodge a Complaint and/or Appeal must follow the provisions of the FIA International Sporting code.
- 18.3 Competitors intending to file a complaint and/or Appeal shall give written notice to the Stewards of the Race, respecting the rules set out in the Race Regulations, and inform Abarth Sporting Coordinator.
- 18.4 Should the Competitor intend to proceed with an appeal, he/she shall send all documentation to the Italian ASN Court of Appeal.

#### **ANNEX A**

## Trofeo Abarth rally CUP 2020 Trofeo Entry form

### I Undersigned, COMPETITOR

Name

Surname	
Team Name	
Address	
City	Postal Code
Country	
Telephone	
E-mail	
VAT Code	
License type	N
I Undersigned, TEAM	
Team Name	
Team Manager	
Address	
City	Postal code
Country	
Telephone	
E-mail	
VAT Code	
License type	N

I Undersigned, DRIVER Name Surname Date of birth \_\_\_\_\_ Sex M 🗆 F 🗆 Nazionality Team name **Address** City \_\_\_\_\_ Postal code \_\_\_\_\_ Country Telephone \_\_\_\_\_\_ E-mail \_\_\_\_\_ VAT Code License type \_\_\_\_\_\_ *N.* I Undersigned, CODRIVER Name Surname \_\_\_\_\_ Sex M 🗆 F 🗆 Date of birth Nazionality Team name **Address** City \_\_\_\_\_ Postal code \_\_\_\_\_ Country Telephone \_\_\_\_\_ E-mail \_\_\_\_\_ VAT Code License type \_\_\_\_\_*N.* 

#### Invoicing date

☐ Priv	ate person		Company
Surname, Name (if Private person)			
Company full nai (if Company)	ne		
Address			
City		Postal Code	e
Country			
Telephone			
E-mail			
VAT Code			
I agree to pay th	e amount of € _		<u> </u>
On behalf of		Date	
Legal representa (in full and readab			
<b>Driver signature</b> (in full and readab			

#### NOTE:

- 1. Should the company fail to make payment before the due date, Abarth shall automatically send the invoice to the "Driver" concerned.
- 2. In the event of billing to more than one company, please fill out one sheet for each company.

#### **REQUESTS**

Resg	istration to Trofeo Abar	th rally CUP* – Full Season		
	Full Season	€ 500,00		
	a copy of the bank receipt amount of: €	confirming that the transfer has been + VAT		
Reso	jistration to Trofeo Aba	rth rally CUP* – Single race		
	Rally Islas Canarias	€ 100,00		
	Rally Liepaja	€ 100,00		
	Rally Poland	€ 100,00		
	Rally di Roma Capitale	€ 100,00		
	Barum Czech Rally	€ 100,00		
	Rally Hungary	€ 100,00		
and attach a copy of the bank receipt confirming that the transfer has been made in the amount of: $ \in $ + VAT				

#### The Competitor/s, Driver/s, Team

#### **DECLARE THAT**

- 1 they have read and acknowledge the provisions of the Sporting Regulations, Technical Regulations and Technical Data Sheet, which they expressly accept without exception and undertake to respect and enforce among all their employees and collaborators;
- 2 they have checked this registration application and that the information provided is true, correct and complete, and that they shall undertake to inform Abarth & C SpA in writing of any changes within 7 (seven) days of said changes occurring;
- 3 they are fully aware of the risks and dangers involved in motor racing and activities related thereto. As such, they assume all risks and waive any claim for damages resulting from their participation in the Challenge and/or Events, including damages resulting from personal injury and death, hereby releasing Abarth and its officers, directors and employees, collaborators, sponsors and partners from any liability.
- 4 they shall release from liability and hold harmless Abarth, its officers, directors and employees, collaborators, sponsors and partners for any claim for damages or legal proceedings to ascertain claims made by their employees or collaborators in connection with damages arising from events occurring during the Challenge or Events.

<sup>\*</sup> Subject to FIA WMSC validation

- 5 they grant exclusively to Abarth, the FCA Group, their sponsors and partners the right to use images, videos and any other audiovisual media associated with their participation in the Challenge and Events, without any remuneration being due.
- 6 they shall not pass on information or conduct themselves in any way that might damage the reputation of Abarth, the FCA Group, their sponsors or partners. A breach of this obligation shall result in exclusion from the Challenge or from the Event and the loss of any prize.
- 7 they accept that all aspects of their participation in the Challenge are governed by Italian law, and that any dispute of a non-sporting nature arising between them and Abarth shall be subject to the sole jurisdiction of the Court of Turin.

DATE:	COMPETITOR SIGNATURE:
DATE:	DRIVER SIGNATURE:
DATE:	CODRIVER SIGNATURE:

#### **PRIVACY NOTICE**

#### PURPOSE AND PROCEDURE FOR THE PROCESSING OF PERSONAL DATA

The personal data you have provided ("Data") will be processed by Abarth & C. S.p.A. ("Company") for

- a) tools for managing all activities needed for the organisation and management of Abarth Rally Cup for 2020;
- b) subject to your express consent, provide your image during the Abarth Rally Cup for 2020 to the Company in order to publish it on the Company's official magazines and/or on the Company's official channel/official social website.

The Data may be processed in hardcopy, by automated or electronic means.

#### **CONSEQUENCES OF FAILURE TO PROVIDE THE DATA**

Submitting the Data in the form above is never mandatory. However, not providing the Data in the form above will prevent the Company from providing the purpose described above.

#### **RECIPIENTS OF THE DATA**

Subject to your express consent, the Data will be published on the Company's magazines and / or on the Company's channel/social website.

The Data may be processed by natural persons and/or legal entities, acting on behalf of the Company and under specific contractual obligations, based in EU Member States or in countries outside the EU.

The Data may be communicated to third parties to comply with legal obligations, to execute Public Authorities orders or to exercise a Company right before judicial authorities.

#### DATA TRANSFER OUTSIDE OF THE EEA

Within its contractual relations the Company may transfer the Data in Countries outside of the European Economic Area (EEA), including store them in databases managed by entities acting on behalf of the Company. Databases management and Data processing are bound

to the purposes of the processing and are carried out according to applicable data protection law.

In case the Data are transferred outside of the EEA the Company will use any appropriate contractual measures to guarantee an adequate protection of the Data including – among the others – agreements based on the standard contractual clauses adopted by the EU Commission to rule the transfer of personal data outside of the EEA.

#### **CONTROLLER AND DATA PROTECTION OFFICER**

The Controller is Abarth & C. S.p.A., with registered office in Via Plava 80, 10135 Turin – Italy.

You can contact the Data Protection Officer team at the email address dpo@fcagroup.com.

#### **DATA RETENTION**

The Data processed to provide the purpose described above will be kept by the Company for the period deemed strictly necessary to fulfil such purposes. Concerning the Data processed for the provision of the purpose described above, the Company may continue to store these Data for a longer period, as may be necessary to protect Company's interests related to potential liability related to the provision of the purpose described above.

#### YOUR RIGHTS

You can exercise the following rights:

- 1. right to access means the right to obtain from the Company whether your Data are being processed and, where applicable, have access to them;
- 2. right to rectification and right to erasure means the right to obtain the rectification of inaccurate and/or incomplete Data, as well as the erasure of Data when the request is legitimate;
- 3. right to restriction of processing means the right to request suspension of the processing when the request is legitimate;
- 4. right to data portability means the right to obtain Data in a structured format, ordinary used and readable, as well as the right to transfer Data to other controllers;
- right to object means the right to object to the processing of Data when the request is legitimate, including when the Data are processed for marketing or profiling, if applicable;
- 6. right to lodge a complaint with a supervisory authority in case of unlawful processing of Data.

You can exercise the abovementioned rights by writing to Abarth & C. S.p.A., Via Plava 80, 10135 Turin – Italy.

#### Consent

After reading the Privacy notice

O I consent	O I do not consent
to my images being used	and published as specified in the point b) of the privacy notice above
DATE:	COMPETITOR SIGNATURE:
DATE:	DRIVER SIGNATURE:

DATE: \_\_\_\_\_ CODRIVER SIGNATURE: \_\_\_\_\_

#### **ANNEX B**

## Trofeo Abarth rally CUP Application for direct purchase of spare parts on the track

	Company
Surname, Name	
Company full na	me
Address	
City	Postal Code
Country	
Telephone	
E-mail	
VAT Code	
Reference pe	rson on field:
Ms./Mr	
Signature	Date

# ANNEX C Diagram of number positioning and mandatory advertising



