

**TERMS AND CONDITIONS, INDEMNITY AND WAIVER AND INTELLECTUAL PROPERTY RIGHTS**

These Terms and Conditions, Indemnity and waiver and Intellectual Property Rights (collectively referred to as "Terms") govern your participation in the Rainforest Challenge India ("RFC India"), an off-road driving competition ("Event") organized by Cougar Motorsport Private Limited ("Cougar"). By registering for this Event, you acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety. These Terms constitute a legally binding agreement between you as the Competitor and the Organisers of this Event. Please read these Terms carefully before completing your registration and payment.

**A. TERMS AND CONDITIONS**

1. **Organisers:** Cougar has entered into a franchise agreement with Rainforest Challenge International Sdn. Bhd. ("RFC International") to organise RFC India, an Event in India as a part of the Rainforest Challenge International Global Series. In these Terms, Cougar along with their founders, directors, shareholders, sponsors, affiliates, sub-contractors, and suppliers and all of their respective officers, directors, employees, servants, and agents are collectively referred to as the "Organisers".
2. **Competitors:** The below-mentioned terms and conditions govern the relationship between you, the Competitor (hereinafter referred to as "Competitor" or "you") and the Organisers. By registering for the Event and making a payment of the agreed amount to the Organisers, you agree to be bound by these Terms and undertake to follow the Rules and Regulations.
3. **Entries:** Participation will be confirmed on a first come first served basis. The Organisers reserve the right to restrict the number of Entries/Competitors, as they may deem fit at their sole discretion without providing any prior notice or justification. The Organisers reserve the right to disqualify any Competitor that they determine to be tampering with the process or the operation of the Event, at their sole discretion, and /or to be acting in breach or potential breach of these Terms. Eligible Competitors understand and agree that they are not compelled in any way by the Organisers to participate in the Event and any such participation is entirely voluntary. The submission of false, incorrect, misleading, or fraudulent documentation at the time of registration may result in disqualification from the Event without any liability on the Organisers and the Entry Fee received will be forfeited.
4. **Eligibility:** The Event is open to individuals, above 18 years of age, having a current driver's license issued by any motor authority that is recognized under the Motor Traffic Act in India. No Competitor shall have any criminal proceeding pending against them and the vehicle to be used shall not be involved in any criminal incident or dispute.
5. **Registration:** In order to register for the Event, the interested Competitor has:
  - a) To submit his entry ("Entry") by providing the requisite information.
  - b) To pay the Entry fee (the "Entry Fee").
  - c) To submit the required documentation.

6. **Entry Fee:** The Entry Fee is as follows:

4x4 Extreme	4x4 Modified	4x4 Stock
(Crew of 2)	(Crew of 2)	(Crew of 2)
100,000	75,000	50,000

*Amounts in INR, subject to addition of GST@18%*

***A 100% premium will be applicable for sponsored entries with branding driven by commercial objectives. Such branding must have prior permission and not encroach upon areas reserved for event sponsors and organisers.***

- a) **Inclusions:**
  - i. Select merchandise and decals;
  - ii. Refreshments at special stage venues on respective competition days;
  - iii. Access to the closing night party with food and limited drink;
  - iv. Recovery and medical support.
- b) **Exclusions:**
  - i. Accommodation;

- ii. Travel expenses to and from respective Event location;
- iii. Vehicle transportation to and from the respective Event location, fuel and tolls, servicing, repairs, and fines;
- iv. Personal accident or vehicle insurances.

Entry Fee paid will be entirely refunded in case the Event is cancelled by the Organisers. The Entry Fee will not be refunded for any other reason but can be transferred in favour of another Competitor, subject to the terms and conditions contained herein.

7. **Participation:** The Competitor must reach the Event starting point in his/ her vehicle along with all original requisite documents on the prescribed date and time for pre-event scrutiny. If a Competitor is unable to reach the Event starting point at the prescribed date and time of the Event due to any reason whatsoever, his/her booking shall be treated as a “no show” for the Event and no refund will be issued.
8. **Vehicles:**
- a) The Competitor shall be responsible for modifications to his vehicle and equipment used by him and take full responsibility for compliance with the standards laid down in the Rules and Regulations. The acceptance of his vehicle & equipment, issuance of the scrutiny card/sticker or any exemption granted by the Organisers will not make them responsible or liable for the Competitors safety.
  - b) The Competitor shall undertake that all details supplied including engine size are correct and if incorrect class is entered all special stage points will be stripped and any awards forfeited.
  - c) **Competitors may be allowed to fix branding on their vehicles provided that:**
    - i. It does not have any commercial objectives or elements;
    - ii. It does not conflict with the branding of any of the event sponsors or partners;
    - iii. It is not offensive;
    - iv. It does not encroach into areas reserved for event sponsors, competition numbers and event labels; and
    - v. Prior written permission is taken from the Organisers.
  - d) The vehicle shall only be driven by individuals with a full and valid driving license for light motor vehicles. Such driving license shall be carried in original during the Event and be shown before the Event begins.
  - e) The Competitor shall ensure that no-one drives the vehicle under the influence of alcohol or drugs. The Competitors shall follow a strict no-alcohol consumption policy while on the Event and consumption and/or carrying of alcohol is strictly prohibited during the Event. The Organisers will have the right to immediately disqualify the Competitor who is found to be in violation of this rule, and such disqualified Competitors will not be entitled to any refund.
  - f) The Competitor shall wear a helmet and keep fastened her/his seat belt at all times in a moving vehicle.
  - g) The Competitor shall be responsible for the payment of any and all fines, charges or penalties arising from any legal or regulatory misuse of the vehicle.
  - h) The safekeeping of the vehicles will remain the sole responsibility of the Competitors. Any damage caused to the vehicles during the Event because of accidents, negligence, or natural causes shall be solely borne by the Competitors and the Organisers bear no responsibility or liability for any damages and/or expenses suffered by the Competitors on this account.
  - i) In the event of any breakdown of a vehicle during the Event, the Organisers will assist in getting the vehicle to the nearest accessible track whereupon it will be the Competitors’ responsibility to arrange the necessary repairs and to rejoin the Event. If the repairs are not possible, the Competitor shall be deemed as non-finisher. No other assistance shall be expected from the Organisers. Competitors are expected to be self-reliant during the Event.
  - j) Fuel and toll charges shall be borne by the Competitors for their vehicles.
  - k) Organizers shall not be responsible for any claim, dispute, litigation, action etc., whatsoever in nature by government authorities, third party or any other person against the Competitor during the Event.
9. **Documentation and Insurance:** At the time of registration for an Event, the Competitor will be required to produce for inspection and record, an original valid driving licence and such other valid legal documents as may be required for the Event.

For abundant caution, it is clarified that the Entry Fee for the Event does not include costs towards any insurance premium towards personal accident, third-party liability or damage to vehicles. The Competitors are advised to seek their own appropriate insurances at their own risk and cost. All baggage and personal property/s at all times will be at the Competitors' risk and Competitors agree that Organisers will be not be in a position to guard or protect their belongings at any time.

- a) The Organisers shall not be responsible for any delay or alterations in the itinerary or expenses incurred - directly or indirectly by Competitors due to natural hazards, accidents, mechanical breakdowns, weather, sickness, landslides, political closures, prohibition orders, local unrest, traffic jams, medical emergency, or any untoward incident. The Organisers are not responsible for any mishap or unforeseen circumstances that may occur at any point in time.
- b) In case a Competitor is compelled to discontinue the Event due to any reason whatsoever including illness, etc., no claim shall be entertained for refund of unutilized services. Further, the Competitors shall pay for any towing / transportation costs involved in moving their vehicles.
- c) The Organisers reserve the right to withdraw the participation of any Competitor whose behaviour is deemed likely to affect the smooth operation of the Event or adversely affect the enjoyment or safety of others and the Organisers shall be under no liability to any such expelled Competitors.
- d) The numbering of the vehicles during the Event will be at the sole discretion of the Organisers and no representation or communication in this regard will be entertained.

10. **Medical Condition:**

- a) The Event that you are registering for is a motorsport event that can place considerable demands on man and machine. Driving on difficult terrain / in difficult track conditions may lead to extreme stress. Mud, sand, dust, high humidity, and unfavourable weather conditions etc. may impact you and your equipment. Fundamentally, the Event is suitable only for fully fit, healthy, resilient adults.
- b) Each Competitor should only do what he feels capable of doing. Many activities involve risks. Each Competitor must decide himself what risk he wishes to take.
- c) It shall be the duty of the Competitors to inform the Organisers in case the Competitor has any medical history or prescribed restrictions/allergies that may affect his/her ability to participate in the Event.
- d) If a medical condition has been disclosed by a Competitor, the Organisers shall make an effort to provide basic medical help to such Competitor, but under no circumstances shall the Organisers be held liable for any injury, disability, death, sickness etc., that the Competitor may suffer or be bound to provide any emergency assistance or refunds.

11. **Third Parties:** Although Cougar is making the arrangements for the Event, its responsibility is limited. Cougar is involved in the bookings related to the Event but does not act as an agent for any party whatsoever. The limits of its responsibility arise from the fact that it liaises with independent third parties and other ground operators and suppliers to supply goods and services to Competitors; however, such third parties are not Cougar's employees or agents or employers or principals.

Accordingly, each Competitor agrees that Cougar shall not and shall be deemed not to manage, control, or supervise the goods or services they supply and shall not be liable for any acts or omissions, including any negligence, gross negligence, or reckless or wilful acts, on the part of such third parties or any other defect in such goods or services. By accepting and utilising the goods and/ or services of said third parties, each Competitor agrees that Cougar shall not be held liable in any way for any injury, loss, damage, delay, or death or property loss or damage arising from any act or omission of any such third party.

12. **Force Majeure** No party shall be liable for damages or deficiency in service or loss, injury, expense, etc., in the event of the Event being delayed or cancelled or aborted after commencing due to any force majeure events including but not limited to Acts of God, natural calamities, prohibition orders, Government restrictions, lockdown, epidemic, pandemic, local unrest, traffic jams, medical emergency, accidents, etc ("Force Majeure Event"). The Organisers shall be under no obligation to resume the Event on the situation having normalized after the Force Majeure Event.

13. **Liability:**

- a) The Organisers shall not be responsible and / or liable for any damages caused due to circumstances beyond the control of the Organisers (Force Majeure/ Vis Majeure/Acts of God).
- b) The Organisers shall not be responsible for the temporary or permanent loss of or damage to baggage or personal effects howsoever caused including wilful negligence on the part of any person.

- c) The Organisers shall not be responsible for any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses, any direct loss or damage including financial loss, or loss of contracts or goodwill or for any indirect, special or consequential loss and/or damage or any kind of theft howsoever caused and the Competitor hereby forever discharges them of and from all actions, causes of action, suits, debts, obligations, claims and demands whatsoever which the Competitor has or hereafter can, shall, or may have.
14. **Intellectual Property Rights and Sharing of Personal Data:**
- a) By participating in the Event, the Competitors hereby unconditionally and irrevocably agree and consent that the Organisers may use his/her name and / or photograph and/or video and/or audio for advertising or promotional-related activities without demanding any compensation under any circumstances whatsoever from Organisers.
- b) The Competitor also authorizes the Organisers to willingly use any images/videos clicked by him/her, and which have been shared with the Organisers during the Event, for use on their social media platforms.
- c) The Organisers may use any information collected from the Competitor to inform him/her of new products and services. The data provided will be treated in accordance with Indian law.
- d) **Cougar Motorsport Private Limited is the sole and exclusive licensee in India of the brands, names and logos that constitute or are part of RFC India and accordingly has the right to restrict and control usage thereof by third parties.**
- i. **The use of RFC India proprietary brands, names and logos on any vehicles or merchandise such as t-shirts, caps or stickers, etc. without obtaining a limited, non-exclusive, and non-transferrable license is prohibited.**
- ii. **Still images and audio-visual footage including live or deferred footage or highlights or clips of audio-visual footage of action from RFC India constitute protected and proprietary RFC India footage and any such still images and videos including those taken by Competitors, their team members or spectators may not be uploaded on any social media handles, posts or channels that are business accounts or have commercial objectives or elements without obtaining a limited, non-exclusive, and non-transferrable license.**
- iii. **Further details on the same are available in the attached RFC India IPR Protection Guidelines. The Competitors undertakes to adhere to these guidelines.**
- e) Competitor agrees that he/she has no objection for using his/her details, data, appraisals of the Event, photos, video footage, diagrams, schematic drawings, social media posts, and other similar and related materials to be utilized for promotional purposes like publishing in print, digital, visual or any other media or any other purposes by the Organisers without any reservation.
- f) Competitor agrees that he/she expressly and irrevocably assigns all intellectual property rights created, including, and not limited to the condition mentioned in the sub-clause above, during the course of participating in the Event to the Organisers without any reservation.
15. **Governing Law and Jurisdiction:** For any claims, suits, complaints, or disputes relating to the Event and service provided by the Organisers therein, the competent courts in New Delhi, India alone shall have exclusive jurisdiction.

## B. INDEMNITY AND WAIVER

For the purposes hereof:

**“Claim(s)”** shall mean all claims, damages (excluding punitive or exemplary damages), liabilities, losses, demands, liens, encumbrances, causes of action of any kind (including, without limitation, actions in rem or in personam), obligations, costs, judgments, interest, and awards (including, without limitation, legal counsel fees and costs of litigation if awarded as part of the judgment in favour of the person asserting the Claim), whether created by law, contract, tort, voluntary settlement, or otherwise, arising out of, related to, or in any way connected with the event.

**“Gross Negligence”** means such an entire lack of care as to indicate a conscious indifference and reckless disregard for the safety of people and property and includes wilful misconduct.

**“Negligence”** means any sole or concurrent negligent act or omission, fault (including, without limitation, pre-existing conditions), strict liability, breach of duty or warranty (statutory or otherwise), product liability, defect (whether patent, latent, or pre-existing) of any property, equipment, or materials and shall include passive as well as active Negligence.

**“Regardless of Cause”** means without regard to Negligence, in whole or in part, of the party seeking indemnity or of any other person. Where expressly stated, Regardless of Cause also means without regard to Gross Negligence, in whole or in part, of the person seeking indemnity or of any other person.

**“Shall Be Liable For And Indemnify”** means the indemnifying party shall be solely responsible for and assume all liability for and defend, release and indemnify and hold harmless the indemnified party or other person.

**“Third Party”** means any person other than the Indemnified Parties or myself. The Organisers are hereinafter collectively referred to as the “Indemnified Parties”.

- a) The Competitor hereby confirms that he/she has read, understood and agrees to abide by all laws, rules and regulations relating to or affecting his/her participation including the Rules & Regulations issued by the Organisers. The Competitor agrees to abide by all relevant laws, rules and regulations as the same may change from time to time.
- b) The Competitor hereby confirms that he/she is fully conversant with the risks associated with motorsport in general and the event specifically. The Competitor accepts that this event is potentially dangerous and involves risky activities – presented as a challenge. The Competitor understands that participation in the event specifically can lead to property damage, injury or death and knowingly and willingly accepts these risks completely.
- c) The Competitor agrees to indemnify, defend, keep indemnified and hold harmless the Organisers, its directors, employees, officers, authorized representatives, agents and/or its service providers against any claim, damages, judgments (including advocate fees), liability, loss, or expenses if any arising:
  - i. out of or in connection with the participation of the Competitor in the Event;
  - ii. from the operation, condition, or use of the vehicle by the Competitor in the Event, including those arising from a direct or vicarious liability/claims including from a third party resulting out of his/her act or omission during the entire Event;
  - iii. with motorsport in general and the event specifically. The Competitor accepts that this event is potentially dangerous and involves risky activities – presented as a challenge and understands that participation in the event specifically can lead to property damage, injury or death and he/she knowingly and willingly accepts these risks completely.
  - iv. out of any loss or damage to any property of the third party including the vehicle or otherwise as a result of any rash or negligent driving, disobeying the traffic rules, over speeding or any other reason of whatsoever nature by the Competitor during the Event; and
  - v. out of or due to breach by the Competitor of the terms and conditions of or the breach of any of the undertakings given by him/her hereunder.
- d) The Competitor Shall Be Liable for And Indemnify Indemnified Parties from and against any and all Claims arising out of personal injury, illness, death, or property loss or damage suffered by Third Parties, to the extent attributable to the Negligence or Gross Negligence of himself/herself or any member of his/her team.
- e) Regardless of Cause, the Competitor Shall Be Liable For And Indemnify Indemnified Parties from and against any and all Claims, arising out of personal injury, illness, death, or property loss or damage suffered by the Competitor or any member of his/her team.

- f) The Competitor agrees that he/she will not file in person/through any family member and/or third party any applications, criminal and/or civil proceedings, administrative, tort, motor vehicles act/rules, consumer or otherwise of whatsoever acts, rules, regulations in any courts or forum in India against any Organiser, its directors, employees, officers, authorized representatives, agents and/or its service providers to claim any damages or relief in connection with the Event or any matter related to it.
- g) The Competitor hereby confirms that he/she has obtained all necessary insurances relating to himself/herself, his/her vehicle, and the passengers in his/her vehicle.
- h) The Competitor declares that he/she possesses the standard of competence necessary for an event of this type to which this entry relates and that his/her vehicle is suitable and race-worthy for the event.
- i) The Competitor hereby confirms that the Indemnified Parties shall have no liability towards him/her and hereby forever discharge the Indemnified Parties of and from all actions, causes of action, suits, debts, obligations, claims and demands whatsoever which he/she has or hereafter can, shall, or may have.
- j) The Competitor accepts that though reasonable efforts will be made to ensure his/her safety at the event, it may not be possible for the Organizers to undertake the following:
- i. to provide testing for COVID-19, quarantine, evacuation or treatment towards the same,
  - ii. to evacuate the competitor by air ambulance for any reason whatsoever,
  - iii. to ensure that the evacuation to the nearest medical care facility, in case of an accident will be undertaken with a lifesaving ambulance. The Organizers may undertake evacuation by the means that they deem appropriate under the circumstances,
  - iv. to provide advanced surgery and health care facilities on the route itself, and evacuation to the nearest medical facility might take any number of hours,
  - v. to stop the event traffic instantly in order to start an evacuation against oncoming traffic,
  - vi. to guarantee that no oncoming traffic may be the cause of injuries to my person.
- k) The Competitor understands that the consumption of alcohol, narcotic, psychotropic and other similar substances are not permitted on the event and agrees to be excluded from the event if found, during the actual running of the event, to have consumed any of the above.
- l) The Competitor hereby indemnifies the Indemnified Parties against any defects in the venue, hidden or exposed, variations to the competition track marked/ laid-out/ indicated by them or any decisions, under pressure of time/ events, made by them during the event. The Competitor further acknowledges and agrees that if required, the Indemnified Parties may arrange such medical or hospital treatment (including ambulance transportation) for him/her as they find appropriate in the circumstances. The Competitor authorizes and ratifies such actions being taken by them and agrees to meet all costs and expenses associated with such actions. The Competitor understands and accepts responsibility for the cost of medical expenses that may exceed the cover provided by his/her insurance.
- m) The Competitor understands that as a participant in the event, he/she may be included in videos and photographs taken during the event. The Competitor unconditionally assigns to Organisers all rights, titles and interests that he/she may have in any and all audio, audiovisual and photographic recordings or recordings in any other media, of him/her or his/her vehicle and grants to Organisers permission to use, display, licence, sell and publish or otherwise deal with such recordings including for the purpose of advertisement, promotion or otherwise or in advertising and promoting similar future events, or in advertising and promotions related to Cougar Motorsport Private Limited without reservations or limitations. The Competitor further agrees that any such recording(s) will remain the exclusive property of the Organisers.
- n) The Competitor waives any right to inspect or approve the programs, the copies thereof and any promotional materials related thereto. Names and personal information will not be listed without permission.
- o) The indemnity above shall be binding on his/her heirs, executors, and legal representatives and shall apply Regardless of Cause.
- p) For the purposes hereof, "Regardless of Cause" means without regard to negligence, in whole or in part, of the Party seeking indemnity or of any other person.
- q) The Competitor confirms that he/she has obtained legal advice prior to accepting this document.

## C. RFC INDIA IPR PROTECTION GUIDELINES<sup>1</sup>

### Introduction

These RFC India IPR Protection Guidelines (“**Guidelines**”) issued by Cougar Motorsport Private Limited (“**Cougar**”) provide guidance on legally appropriate and acceptable commercial and non-commercial utilisation by third parties of the following:

1. proprietary names (“**RFC India Names**”, as more fully detailed below);
2. proprietary marks and logos (“**RFC India Marks**”, as more fully detailed below);
3. photographic and audio-visual representations (“**RFC India Footage**”) relating to Rainforest Challenge India (“**RFC India**”), including specifically photographs and videos taken by the participating teams, their team members or any other person;
4. slogans, tag lines, team names, official mascot, captions and other intellectual property rights relating to RFC (“**RFC India Copyrighted Material**”).

For the purposes of these Guidelines, the RFC India Names, RFC India Marks, RFC India Footage and RFC India Copyrighted Material collectively constitute the “**RFC India IPR**”.

Cougar is the sole and exclusive licensee in India of the brands, names and logos that constitute or are part of the RFC India Names and RFC India Marks and accordingly has the right to restrict and control usage thereof by third parties.

**The sections below explain, for example that the use of RFC India proprietary marks and logos on any vehicles or merchandise such as T-shirts, caps or stickers, etc. is prohibited. They explain that still images and audio-visual footage including live or deferred footage or highlights or clips of audio-visual footage of action from RFC India constitute protected and proprietary RFC India Footage and that any such still images and videos including those taken by participating teams, their team members or spectators may not be uploaded on any social media handles, posts or channels that are business accounts or have commercial objectives or elements.**

The value of the RFC India IPR as well as appropriate and acceptable use and protection thereof are critical to the success of RFC India. The sections below provide an overview of why we must and will protect the brand, what our legal rights are, and what third parties are legally permitted to do and what they are legally prohibited from doing in relation to the RFC India IPR.

### 1. Impermissible Behavior

For the sake of guidance, a non-exhaustive list of impermissible behaviour is given below:

#### a. Trading Names and Business Names

Adopting business or trading names that include RFC India Names and using business logos that include RFC India Marks or confusingly similar marks are impermissible.

#### b. Social Media Handles and Commercial Websites (Youtube, Instagram, Twitter etc.)

**Live streaming and/or deferred uploading of RFC India Footage (whether or not for profit), which includes uploading of RFC India Footage on YouTube, Instagram, Twitter etc., reproduction of RFC India Names and RFC India Marks in commercial contexts online and sale of counterfeit and unofficial RFC India merchandise constitute serious infringements of the RFC India IPR and could result in civil penalties and even criminal prosecution.**

Trademark and copyright laws apply equally to the Internet and to websites and social media. Websites and social media that provide information about RFC India and are being operated on a purely non-commercial basis – for example, a supporters’ site or page used to provide information about teams participating in RFC India, or a chat forum about RFC India – are unlikely to infringe our rights. However, the creation of RFC India specific communities that use RFC India IPR and solicit and raise sponsorships and advertising constitutes commercial use of RFC India IPR and are impermissible.

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<sup>1</sup> *Disclaimer - This document is not an exhaustive description of all of our rights at law or in contract. We do not have the resources to provide individual advice to people concerned that their activities may infringe our rights, but have produced these Guidelines for illustrative purposes. These Guidelines are not intended to be, and are not a substitute for, legal advice. If you think you may have infringed our rights, or you are proposing to do something that you think may infringe our rights, we recommend that you seek independent legal advice.*

The registration and use of domain names that use RFC India Names also infringes our trademarks and any attempt to divert web traffic by the use of RFC India Names in meta-tags or other notations or through the purchase of RFC India Names as search or advertising keywords is impermissible.

The creation of video games, fantasy leagues or other online competitions or events that use or make a reference to RFC India or claim "official" status without licence or use RFC India IPR are impermissible.

**c. Promotions, Features, Advertisement, Commercial Associations etc.**

Advertisement features stating or suggesting an association between a brand, product, service or event and RFC India by using RFC India IPR are impermissible. Similarly, businesses that produce newsletters to customers or clients must ensure that RFC India IPR are not used, especially in a way which suggests a commercial association between their business and RFC India.

The same applies to businesses that invite customers to RFC India themed events. Holding an event which is only about RFC India and uses the RFC India IPR is not permissible. This is particularly true of events that have commercial sponsors involved.

**d. RFC India Themed Events and Public Screenings of RFC India Footage**

We and any of our official broadcasters retain all rights to license commercial screenings of RFC India Footage made available to members of the public or displayed in public places. Prohibited acts include display of RFC India Footage in movie theatres, the sale of tickets or levying of a cover charge for entry to a location screening RFC India Footage or RFC India themed screening events that use the RFC India IPR.

**e. Hospitality Packages and Tickets**

Tickets to attend RFC India events, if applicable, would be sold under specific conditions. Tickets may only be purchased directly from Cougar or through our officially appointed ticketing agents for personal use. RFC India tickets may not be used for promotions or as prizes in contests. The right to run ticket promotions is reserved for Cougar and its sponsors and partners and is strictly prohibited by the ticket terms and conditions. Further, RFC India event tickets may not be resold for profit or as part of hospitality packages by unlicensed third parties.

**f. Mobile Applications, Wireless Technology and Services**

RFC India IPR may not be used on any mobile or wireless technology, including on mobile applications, without license from us.

**2. RFC India IPR**

All of the official names, phrases, trademarks, trade names, logos and designs related to RFC India are protected by law in a variety of ways. The following are some of the current items that make up the RFC India Names and RFC India Marks:

- The official RFC, RFC Global Series and RFC India logo, and our logo:





**RFC  
INDIA**



- The words “RAINFOREST CHALLENGE”, “RAINFOREST CHALLENGE INDIA”, “RFC”, “RFC INDIA”, “RFC GLOBAL SERIES”, and “COUGAR MOTORSPORT”; The names, marks and logos of any previous or future editions of RFC India and/or any our other previous or future events;

Also, still images and audio-visual footage including live or deferred footage or highlights or clips of audio-visual footage of action from RFC India constitute protected and proprietary RFC India Footage.

### **3. Reasons why the Law Grants us Protection**

Any world class event, such as RFC India, is only made possible through the commercial participation and support of sponsors, partners, licensees and broadcasters that are each granted certain exclusive rights and privileges by us in consideration for their support. As a result, it is vital that all RFC India IPR are protected and managed by us. If anyone could use the RFC India IPR for free, or could create or suggest an association with RFC India, there would be no incentive for sponsors, partners or broadcasters to invest in or support the event. We must prevent unlicensed third parties from undertaking unauthorised activities that damage or dilute our exclusive rights and those of our sponsors, partners, licensees and broadcasters. Also, in order to maintain the integrity of the RFC India brand and to protect against dilution and damage to its reputation and prestige, it is vital that we retain careful control of the RFC India IPR and their uses.

### **4. Legal Framework Protecting RFC India IPR**

The RFC India IPR are legally protected by a wide variety of means, which include trade mark and design laws, copyright laws, laws against passing off, competition and trade practices laws, telecommunications and broadcast laws relating to signal theft, various international conventions and agreements on intellectual property rights protection including the Paris Convention for Protection of Industrial Property, Madrid Convention, Madrid Protocol as well as common law.

### **5. Legally Prohibited Uses Without a Licence from Cougar**

The unlicensed and unauthorized use of any of the RFC India Names, RFC India Marks (or any other marks or logos that are confusingly similar to, or likely to be mistaken for, them) or RFC India Footage is strictly prohibited. For example, without a licence from us, it is unlawful to (i) use the RFC India Names and RFC India Marks at all, including in a manner likely to cause confusion among members of the public as to the existence of a commercial association with RFC India, or (ii) reproduce or distribute items using RFC India IPR at all, except in certain well recognized exceptions, such as for the purposes of education or personal research.

The RFC India Names and RFC India Marks cannot be used on goods, in business names or in advertising or promotions without a licence from us or one of our authorised licensees that, in turn, has the rights to grant sub-licences. It is also unlawful, through the use of the RFC India IPR, to falsely represent or imply any association, affiliation, endorsement, sponsorship or similar relationship with RFC India.

It is important to note that a formal or pre-existing association with any of the participating teams does not permit a team partner or team sponsor any right to use the RFC India IPR (other than the specific rights such team is authorised by us to license) without our prior authorisation. This restriction of use of RFC India IPR extends to team members, except as specifically permitted by the RFC India.

### **6. Consequences of Using RFC India IPR Without Cougar’s Authorisation**

Unauthorised use of the RFC India IPR may infringe one or more of our intellectual property rights and/or the terms of the agreements signed between us and our licensor or official sponsors and partners. While we expect full compliance with the above, we are prepared to take all legal and punitive action in the case of each and any infringement and violation. This could include an injunction to stop the infringing activity, a suit for damages or compensation or an enforced accounting of profits by the infringer to us. Both civil and criminal remedies are available in the case of intellectual property violations, signal theft and other violations of our rights.

Before Cougar initiates legal proceedings, a suspected infringer may receive a legal notice from our lawyers or our designated agent, advising the infringer of violations and unlicensed usage relating to the RFC India IPR. In such event, the offending party may be given the opportunity, without prejudice to any of our rights to take legal action against the offending party, to refrain from the continued use of the RFC India IPR and/or the potential infringements. If the infringer fails to respond to and adhere to the requirements and conditions set out in the legal notice, we will exercise our right to pursue our legal and administrative remedies. No prior warning is required, and we will utilise all resources available to fully protect the RFC India IPR and ensure persons are disincentivised from infringing any rights relating to RFC India.

### **7. Permitted Uses of RFC India IPR**

The RFC India IPR can be used with our licence and authorisation (or our authorised licensees that have been expressly granted the rights to grant sub- licences). Such licence and authorisation will only be given to official RFC India sponsors, partners, licensees and non-commercial partners. The law recognizes a very limited range of exceptions in which the RFC India IPR can be used without our explicit licence and consent. The exceptions exclude any use with a commercial or profit element.

The RFC India Names, RFC India Marks and, to a limited extent and subject to all the relevant copyright laws, the RFC India Footage may be used for news reporting purposes in non-commercial editorial-only pieces without our prior authorisation. In certain circumstances when reporting and providing information on us and/or RFC India, journalists are able to use the RFC India Names and RFC India Marks to illustrate their news/ editorial features subject to full compliance with applicable laws and regulations.

Our intention is not to restrict people from interacting with RFC India or providing or sharing information on the event, but, when they do so, our legal rights must be recognised, respected and fully adhered to.

Purely editorial use of RFC India Names and RFC India Marks solely for conveying information on RFC India and without association with any commercial entity is permissible use. However, this journalistic use exception with respect to RFC India IPR does not apply to the production and distribution of newsletters, client bulletins or other marketing collateral produced in the guise of journalism, which state or suggest an official association between a product, service or event and RFC India.

**These Terms represent the entire agreement between the Competitor and the Organisers concerning the Event. Any amendments to these Terms must be made in writing and signed by an authorized representative of the Organisers. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. By signing below and/or by completing the online registration form and submitting payment, the Competitor acknowledges having read, understood, and agreed to be bound by these Terms in their entirety.**

**Competitor Declaration: I acknowledge that I am participating in this event on my own accord. I confirm that I have understood and unconditionally accept the above-mentioned Terms and agree that these Terms will bind all my legal heirs, executors, successors, administrators, legal representatives and permitted assigns. I declare that all information given in this form is true and correct and if any information is found to be incorrect, I agree to accept any disciplinary action taken by the Organisers.**

\_\_\_\_\_

**Signature of the Participant / Parent / Guardian:**

**Name of Participant / Parent / Guardian:** \_\_\_\_\_

**Full Address** : \_\_\_\_\_  
\_\_\_\_\_

**IMPORTANT**

Any indemnity and/or declaration as prescribed by the paragraphs above if signed by a person under the age of 21 years, shall be countersigned by that person's parent or guardian whose full name and address shall be given.