

REGULATION AND TERMS OF USE OF THE TRACK

1. The WRT KARTING kart track is managed by: WRT DAGMARA WITAS, Nowolipki 3, 31-752 Kraków, NIP: 678 27 69 538 (hereinafter referred to as the "Organizer"). Any reference made hereinafter to the term "Organizer" shall be deemed to also mean the staff members of the track as well as any other employees of the Organizer.

2.1 The Organizer declares, that for the performance of contract it shall process personal data and hence informs that:

a. Dagmara Witas is the data controller, contact details:

address: Nowolipki 3, 31-752 Kraków ,

e-mail address: biuro@wrt-karting.pl;

b. the participant's personal data, such as: name, surname, contact data shall be processed based on point (b) of Article 6(1) of the General Data Protection Regulation – it is necessary for the performance of a contract to which the data subject is a party or in order to take steps at the request of the data subject prior to entering into a contract, that is for the purpose of:

i. demonstrating conclusion of the agreement for the use of track on terms and conditions stemming out of this regulation and the terms of use of the track;

c. the participant's personal data, such as: name, surname, contact data, address, data about the performance of the Organizer's services shall be processed based on point (f) of Article 6(1) of the General Data Protection Regulation – it is necessary for the purposes of the legitimate interests pursued by the controller, that is for the purpose of:

i. pursuing claims arising from the business activities conducted by the Organizer for the participant or defending against claims of other entities;

ii. performing the obligations imposed upon Organizer by competent authorities;

d. in case of participant's consent, the participant's personal data shall be processed based on point (a) of Article 6(1) of the General Data Protection Regulation – the data subject has given consent to processing of his or her personal data for one or more specific purposes, that is for the purpose of:

i. direct marketing of the Organizer, within the scope of conducted business operations – participant's name, surname, contact data;

ii. sending information about the participant's achievements (times, statistical data) on the track to the participant – participant's name, surname, contact data, data about participant's achievements on the track;

iii. the Organizer's and the track's marketing to other entities – participant's image;

e. the personal data shall be stored for the duration necessary to perform services for the participant, as well as to allow the Organizer to pursue any claims against the participant or defend against claims of other entities during the statutory limitation periods and for the duration necessary to perform the obligations imposed upon Organizer by competent authorities;

f. the participant has the right to request from the controller access to and rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability;

g. the participant has the right to lodge a complaint with a supervisory authority;

h. the provision of personal data described in section b. and c. above is a contractual requirement, and a requirement necessary to enter into contract. The data subject is not obliged to provide the personal data, however failure to provide such data shall result in non-conclusion of the contract;

i. in the case of personal data processing described above in section d. iii. personal data of the participant, including participant's image may be transferred to third party recipients, such as all entities, among which the Organizer's marketing will be conducted;

3. Individuals who have attained 7 years of age may use the track; in the case of a minor the consent of a statutory representative shall be required.

4.1 Before entering the track, the participant (and in case of a person with limited capacity for legal acts – his statutory representative) is obliged to become familiar with this regulation and terms of use of the track.

4.2 The participant or his statutory representative is obliged to confirm that he is familiar with the regulation and terms of use of the track, as well as to consent to the terms and conditions of the use of track. For that purpose he shall sign a statement prepared by the Organizer.

5. To access the track it shall be required to acquire an entry ticket and to sign the declaration mentioned in section 4.2. of the regulation.

6.1. By signing the declaration mentioned in section 4.2. of the regulation, the participant or his statutory representative, warrants and represents that:

6.1.1. he is not under the influence of alcohol, drugs, medications, stupefiant or psychotropic substances, as well as any other substances which may anyhow affect the participant's psychophysical reactions and his manner of driving, and

6.1.2. there are no other factors or circumstances, which could negatively affect the participant's psychophysical reactions and his manner of driving.

6.2. The Organizer shall have the right to refuse to sell an entry ticket, to not allow to use the track or to eject from the track a participant:

6.2.1. who does not meet the requirements mentioned in section 5 and section 7.1-7.5 of the regulation or

6.2.2. who is suspected of not meeting the requirements mentioned in section 6.1. of the regulation; in such case the Organizer shall have to right to request an appropriate test (examination) to be conducted at the participant's expense.

6.3. In the cases mentioned in section 6.2. of the regulation, If the Organizer did not allow a participant to use the track or ejected a participant from the track, the participant shall not be entitled to any compensation for the entry ticket.

7.1. At the track area the participant is obliged to strictly adhere to this regulation, the terms of use of the track, instructions and commands of the Organizer, as well as to traffic lights, signal flags and general life experience in relation to the use of a go-kart.

7.2. In particular:

7.2.1. the Organizer shall set out the driving time and the entrance fee.

7.2.2. the Organizer is exclusively entitled to determine the amount of go-karts on the track, the order in which participants shall leave the starting box, the distance between subsequent participants, and to stop the race (red flag),

7.2.3. before entering the go-kart – the participant is obliged to:

7.2.3.1. wear appropriate footwear; flip-flops, loose footwear, shoes with untied shoelaces etc. are forbidden,

7.2.3.2. thoroughly secure any clothes and body parts, which may be caught in any moving parts of the go-kart, for instance: long hair, scarfs, kerchiefs, loose blouses and trousers,

7.2.3.3. wear protective clothing provided by the Organizer, such as helmet, gloves,

7.2.4. the participant warrants and represents that he is aware, that on the rear right side of the go-kart, next to the seat, a drive unit is located, to which particular attention should be paid, due to high temperatures it may achieve, which may result in accidentals burns,

7.2.5. the participant is strictly forbidden to:

7.2.5.1. nudge, bump or collide with other go-karts,

7.2.5.2. intentionally collide with track barriers;

7.2.5.3. drive through the starting box before receiving appropriate signal from the track's staff member (checkered flag),

7.2.5.4. leave the go-kart during the ride or in the case of malfunction or stoppage of the go-kart during the race, unless staying in the go-kart may cause a damage to the participant's health or life; in such case the participant is obliged to wait for help from the track's staff member,

7.2.6. the participant is obliged to:

7.2.6.1. drive in the direction of traffic indicated by the Organizer,

7.2.6.2. allow other go-karts to overtake him, when such duty is signaled by a track's staff member (blue flag),

7.2.6.3. in cases of warning signalization being turned on by the Organizer or appearance of signaling flags - exercise special care and comply with orders implied by such signalization or flags.

7.2.6.4. in the case of go-kart's malfunction or breakdown – leave the vehicle in a manner indicated by the track's staff member.

7.2.6.5. inform the Organizer about go-kart's malfunction or breakdown, as well as any irregularities occurring on the track, in particular about other participant's behavior which is contrary to this regulation and the track's term of use.

7.3.1. in the case of go-kart's malfunction or breakdown, resulting from the reasons for which the participant is not responsible, another go-kart shall be provided for the participant.

7.3.2. in the case of go-kart's malfunction or breakdown, resulting from the reasons for which the participant is responsible, the participant is not entitled to request to replace it with a working vehicle; in such case the participant's use of track ceases. Moreover, the participant may be liable for any damages resulting from the reasons for which the participant is responsible, in particular, but not exclusively, for the damages resulting from non-compliance with the provisions of this regulation.

7.4. all Organizer's decisions regarding the use of track are final.

7.5. rules described in sections 7.1-7.4. are not exhaustive – the participant is obliged to exercise common sense while using the track as well as to follow the rules of mechanical vehicles' usage.

8.1. The participant bears sole and full - both civil and criminal - liability for any personal or material damage, which he caused to the Organizer or other participants, during the usage of the track. In particular, in case of aggressive or dangerous driving, the Organizer shall have the right to call the police.

8.2. The Organizer shall not bear any civil liability for any personal or material damage caused to the participants, as a result of non-compliance with this regulation, the track's

term of use, the Organizer's instructions, indications or commands, as well as warning signalization and signaling flags.

9.1. In matters not covered by this regulation, the provisions of Polish Civil Code of 23 April 1964 shall be applicable (Dz. U. 1964.16.93 as amended).

9.2. If any term of this regulation is to any extent invalid, illegal or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect.