



## Conditions of Participation

AMG Ultimate Experience Asia 2006



## Conditions of Participation

### 1. Type of event

Front Row Investment (S) Pte Ltd (hereinafter referred to as “Organizer”) in association with DaimlerChrysler South East Asia Pte Ltd organises and administers the AMG Ultimate Experience Asia 2006. The highest goal of the motorsports event-series is to provide gentlemen drivers the opportunity to experience a Mercedes-AMG racing car (SLK 55 AMG “Ultimate”) on exclusively booked asian racing circuits. The organizer provides equal opportunities for all participants while complying with the required safety regulations and conditions.

The Organizer may refuse entries from drivers on it’s sole discretion without the obligation to give reasons.

### 2. Objectives of the Event Series

In particular, the AMG Ultimate Experience Asia is created to achieve the following objectives:

- a) To provide the drivers with especially built RHD Mercedes-AMG SLK 55 cars for use on different international race circuits.
- b) To offer 30 identical race cars to assure best conditions for various types of competitions that will be held.
- c) Entry at all times shall be open to potential drivers.
- d) According to the driver’s grade of experience, challenging driving packages and competing against drivers with analogical skills will be aimed for all participants by the Organizer.
- e) Safe control of state-of-the-art vehicles with AMG motorsport technology. (interaction between man-car-race circuit)
- f) To raise safety awareness
- g) To improve technical knowledge
- h) Giving the opportunity to experience real motorsport lifestyle with friends, partners and other people who share the same enthusiasm
- i) To offer approx. 10 international events p.a. on different Asian racing circuits with differing driving programs.

### 3. Personal Premises

Participation in the AMG Ultimate Experience Asia 2006 is conditional upon the presentation of

- a valid and current driver’s licence prior to every event
- an execution of a Deed of Release and Indemnity in the form provided by the Organizer prior to every event
- a current medical Certificate of Aptitude before the first event
- certificates of already conducted trainings

The number of participants per event is limited to 30. Applications must be made on the forms provided by the organizer. The applications will be considered on a first-come-first-served basis. The Organiser reserves the right to reject applications. The Organiser shall send successful applicants confirmation of registration within two weeks of receipt of the application. Acceptance onto the course shall be subject to the minimum number of participants being achieved. The minimum number of participants per event is 20. If this number is not reached and the event is therefore cancelled, the Organizer will inform the registered participants no later than 14 days prior to the commencement of the event. In such a case, any fees already paid will be reimbursed to the participants without delay.

### 4. Driving activities

The following points give an overview over the different possible driving sessions during an event. The Organizer has the right to change the planned schedule at all times.

#### 4.1 Grouping

Before and during the events the Organizer can separate the group of all participants in two or more groups according to the drivers’ grade of experience, results in different driving sessions, the length of the race circuit, number of participants etc.



#### 4.2 Training session

Duration at least 30 minutes; without valuation; the training session shall help the drivers to familiarize themselves with the race circuit and the cars. Instructors oversee the driver's performance and provide guided driving.

#### 4.3 Section training

In section training the circuit is subdivided into sections, the target is to optimize the own knowledge and skills concerning racing line and racing methodology with the support of instructors; without valuation.

#### 4.4 Adjustments to Racing line

Training to achieve a perfect interaction between the driver, the vehicle and the race circuit without competition. The target is to get to the racing line with the instructors overseeing and supporting; without valuation

#### 4.5 Consistant-lap driving

The participant is driving one training lap and two valuated laps. Both valuated laps should be driven with the least possible time difference. Both on the race circuit and on slalom track possible.

#### 4.6 Free driving

At least 30 minutes free driving; no valuation

#### 4.7 Consistant-lap driving with other race cars on the track

The target is to optimize driving under notice of other participants on the race track. The vehicles will be started separately with a timelag to prevent overtaking. The number of maximum driven laps is for all participants the same. There are two possible tests with a duration of approx. 20 minutes each

- a) The first test evaluates the lap-time with the smallest difference to the average duration of the reference laps 2 and 4.
- b) The second test evaluates two possible identical laptimes. The winner of this test is the driver with the smallest possible difference in two lap-times.
- c) After these two tests the organizer will announce the timeframe, in which the participants should place their laptimes for further consistant-lap driving sessions.

In case identical lap-time differences, the next best lap-times are considered.

#### 4.8 Qualifying session

A Qualifying Session of 30 minutes is scheduled for each Group. During a Qualifying Session, all competing vehicles taking part in the session must remain in the Pit Lane whilst not on the track. The drivers with the ten best laptimes take part in the Super Pole session. All other drivers are ranked according to their laptimes for the rolling start from rank 11 onwards.

Each Driver should complete a minimum of one lap in qualifying in the vehicle to be ranked correctly in order to qualify for selection for the Qualifying Heat. Where through force majeure it is not possible for the Organisers to hold a Qualifying Session, the grid positions for the corresponding Qualifying Group(s) will be determined by ballot.

#### 4.9 Super Pole session

After the Qualifying Sessions have been completed, the ten fastest Drivers will take part in a Super Pole competition. This will consist that each of the ten Drivers exits the Pit Lane to complete one warm-up lap and the first time his/her car crosses the Start/Finish Line shall be the start of his/her one timed lap after which the Driver will complete one slowing down lap and return to the Pit Lane. Any Driver failing to complete the whole of this qualifying procedure may have their time disallowed. The tenth fastest driver of the Qualification Session will start the Super Pole competition. The Super Pole competition ends with the timed lap of the fastest driver of the Qualifying sessions.

At the start of the Super Pole competition, the tenth fastest driver from Group 1 shall exit the Pit Lane to begin his/her Super Pole run. As soon as his/her car has exited the Pit Lane the ninth fastest driver should proceed to the Pit Lane Exit where he/she will be held by the organizing staff and will be released upon their instructions to start his/her Super Pole run.

Any Driver who has completed their Super Pole lap must ensure that they do not impede any Driver who may be on their Super Pole lap by returning to the Pit Lane as quickly as possible. The starting formation for the first 10 drivers is



according to their rankings of the Super Pole. The starting formation for the other drivers will be started at rank 11 according to their rankings achieved in the Qualifying Sessions.

#### 4.10 Race driving

According to the race circuit's length, the number of laps and respectively the maximum time duration of the race will be disclosed by the Organiser. The order of cars in the starting lineup of the race is the beginning of the race will be according to the results of the qualifying session including Super Pole. The start of the race is a rolling start behind the Safety Car.

#### 5. Safety Car

- The Safety Car will be brought into operation to neutralise a race upon the sole decision of the Race Director.
- The Safety Car will join and exit the track from the Pit Lane and the Safety Car boards will be shown initially from the Startline.
- On the order from the Race Director, the Safety Car will join the track with its revolving lights on, regardless of where the race leader is.
- Each time the Safety Car passes a flag point the yellow flag will be waved continuously while the Safety Car and all competing Cars following it remain in the section between this point and the next flag point.
- All competing Cars, when notified of the Safety Car intervention (by the flag signals, SC boards, or by any other means) will reduce speed and line up behind the Safety Car, no more than 5 car lengths apart, and maintaining the same speed as the Safety Car. Overtaking or overlapping of any other competing Car during a Safety Car intervention is forbidden. Overtaking of a Safety Car is forbidden unless the particular Competitor concerned is signalled to overtake the Safety Car by the observer in the Safety Car.
- When ordered to do so by the Race Director, the observer in the Safety Car will wave past any Cars between the Safety Car and the race leader. These Cars will continue at a reduced speed and without overtaking until they reach the line of Cars behind the Safety Car.
- While the Safety Car is in operation competing Cars may stop at their Pit, but may not rejoin the track while the Safety Car and the line of Cars following it are passing the Pit Exit. A Car rejoining the track will proceed at reduced speed and without overtaking until it reaches the end of the line of Cars behind the Safety Car.
- The Safety Car will remain in operation until at least all competing Cars on the track are lined up behind it.
- When the Race Director calls in the Safety Car it will extinguish the yellow flashing lights prior to exiting the track. A minimum of 25% of a lap should be completed by the Safety Car with the lights extinguished.
- Following the withdrawal of the Safety Car and prior to passing the green flag, the race leader will maintain the pace previously held by the Safety Car.
- When the Safety Car pulls off the circuit a green flag will be waved at the Startline and/or the green light shown. Overtaking remains strictly forbidden by each Car until it has passed the green flag at the Startline. All flag posts will withdraw their yellow flag and SC board in race direction rotation and replace them with a stationary green flag for one lap.
- The Race Director may impose a penalty upon any Competitor and/or Team who he considers has gained an unfair advantage whether inadvertently or not from a breach of this regulation
- In the event that one Competitor breaches this regulation for the benefit of another Competitor then both may be penalised. Penalties under this Sporting Regulation may include a Drive Through Penalty.

#### 6. Start

The start of all Qualifying Heats and the race itself will be a Rolling Start. The grid formation will be one car after another.

The start procedure will be as follows:

When the signal is given, the cars will be released on to the track behind the Safety Car and be led to the grid. Once the train of cars following the Safety Car has left the Pit Lane, the Pit Lane Exit will be closed. Any car unable to join the train of cars following the Safety Car shall be held in the Pit Lane and may only start the race after the last car to take the start has passed the Pit Lane Exit on the first racing lap, and shall do so under the instruction of the Pit Lane marshals.

During this lap the cars will keep in formation with no overtaking and the pace will be set by the Safety Car. Excessive weaving to warm up tyres (using more than 50% of the track width) is prohibited. No practice starts may be executed



during the course of this lap. At the end of this lap, the Safety Car will drive into the Pit Lane. The Drivers will get the Signal that the race has begun and overtaking is allowed via radio communication after finishing the second lap.

#### 7. Conducts of participation

- The speed limit in the Pit Lane at any time during the Event is 60 km/h. Signs and/or lines are used to indicate the beginning and end of the area to which the speed limit applies.
- Penalties may be imposed for infringements during any time of the event.
- Only the guests of the driver on track are permitted in the Pit Lane.
- Any of the following offences, in addition to any other offence specifically referred to previously or hereafter, shall be deemed to be a breach of these regulations:
  - a) Any fraudulent act or proceeding in connection with the AMG Ultimate Experience Asia.
  - b) Driving in a manner not compatible with general safety in the course of the AMG Ultimate Experience Asia .
  - c) Reckless or dangerous driving in the course of the AMG Ultimate Experience Asia.
  - d) Careless driving in the course of the AMG Ultimate Experience Asia.
  - e) Abusive language or behaviour, or assault, within the area under the control of the Organisers.
- Drivers may not consume nor be under the influence of (to any degree) alcohol or illegal, banned or controlled substances during the course of the Events.
- At any time during the Events, the Race Director can require a Driver to have a medical examination by the Race Doctor.
- Participation in the Winners' Podium Presentations is mandatory for all Drivers.
- If a Driver is involved in a collision or incident, he/she must not leave the circuit (except where medically evacuated) without the consent of the Race Director, failing which, any judicial action against or relating to that competitor may be heard in their absence.
- Competitors must remain available at an event until any Protest period relating to their race has elapsed, failing which, any judicial action against or relating to that Competitor may be heard in their absence.
- Seatbelts must be worn at all times when driving.
- The instructor's directions MUST be followed. All shown flags have to be respected. The meaning of all flags will be taught to the drivers in the introductory workshop or respectively in the personal interview.
- The consumption of alcohol before or during the training session is prohibited.
- The use of mobile communications devices while driving is strictly prohibited except of car radio for on-venue communication between drivers and instructors.
- All Vehicles must be clean, of smart appearance, with the livery placed in accordance with these Regulations, and in good order.
- The Organizer reserves the right to exclude individual participants from the event if they do not follow the instructors' directions or endanger themselves or third parties in any other way. The participation fee will not be refunded in such cases.
- The Organizer is solely responsible and permitted to assembly and dismantle all vehicles.
- At any time during an Event the Organizer may order that a vehicle be examined, even if this involves stopping a vehicle whilst qualifying or racing.

#### 8. Penalties

A breach of regulations may render the driver liable for the following penalties:

- Reprimand
- Drive Through Penalty
- Exclusion
- Suspension
- Disqualification

One or more of the above may be imposed by the Organizer.



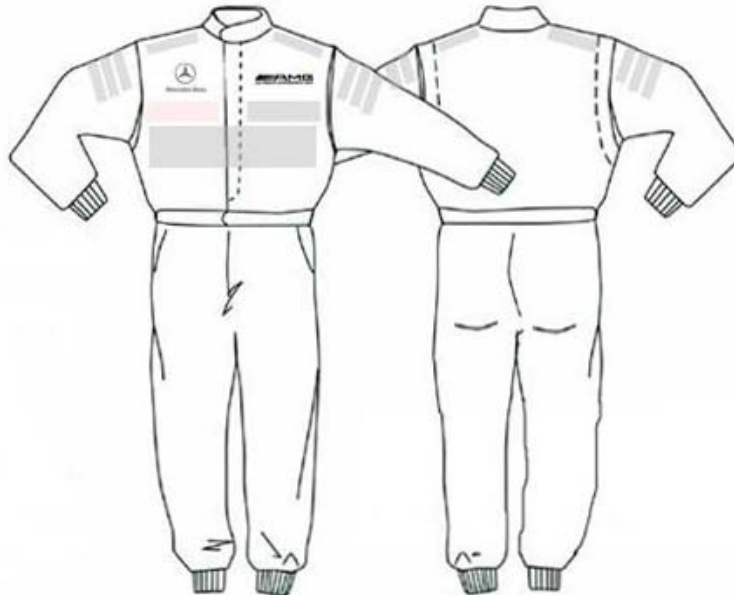
## 9. Advertising

### 9.1 Advertising on Driver's Clothing

The following types of sponsorship are excluded from being presented on any sponsorship area within the AMG Ultimate Experience Asia.

- Pornography
- Contraceptives
- Politics
- Religion

The Organizer reserves the right to supply an official AMG Ultimate Experience Asia racesuit to each Driver. This racesuit must be worn for all on-track activities.



The appearance of the sponsor areas shown in the Sketch above must not be modified in any way. Areas that are not shown as official sponsor areas are available to the Driver free of charge (Free area = red; Sponsor area = grey). Private sponsors must not be placed on the official sponsor areas, nor must official sponsors be removed from the official sponsor areas for the Events, photographs or video material. The respective private sponsors must first be approved by the Organizer. The Organizer may refuse to approve any sponsor that they consider, in their absolute discretion, is a direct competitor of one of the brands of the DaimlerChrysler Group and/or its associated companies or partners of the series. The correct attachment of the logos has to be checked prior to the Event. In the case of any non-compliance with this Regulation, the Organizer has the right to suspend or exclude the Driver from the Series.

This applies as well to sponsoring on the cars as described in 9.2.

### 9.2 Advertising and Starting Numbers on the Vehicle

Only AMG Ultimate Experience Asia starting numbers provided by the Organizer may be used. The sponsor area has a maximum size of 20 x 8 inches on both doors and must not be modified in any way.



## 10. Insurance and liability

a) Participation is at the participant's own risk. Every participant bears sole responsibility under civil, criminal and administrative law for all damage or loss caused by him/her or the vehicle he/she is driving. The vehicles provided are insured comprehensive from the beginning to the end of the respective event on the respective venue. In the event of grossly negligent driving, failure to follow the instructions of the course leaders or instructors, failure to comply with statutory requirements, particularly the speed limits, the Organiser is allowed to invoice the person responsible for the deductible from the insurance policy, up to a maximum of Euro 5,000.- and/or to exclude the participant from further participation with immediate effect. This shall not affect the right of the insurer to seek recourse. Any damage to the vehicles must be reported to the Organiser immediately. Persons accompanying the participant will be acting at their own risk should they be present at or on the track during the training.

b) The contractual liability of the Organiser for loss other than personal injury is limited to three times the participation fee,

1. so far as the participant's loss has not been caused intentionally or through the gross negligence of the Organiser, or  
2. so far as the Organiser is solely responsible for loss sustained by the participant due to fault on the part of a service provider.

For all damages claims under tort against the Organiser, so far as they are not the result of intent or gross negligence, the Organiser's liability for damage to property shall be limited to a maximum of three times the participation fee.

A claim for damages against the Organiser shall be limited or excluded so far as, on the basis of international agreements or statutory provisions based on such international agreements, which are applicable to the services to be provided by a service provider, a claim for damages against the service provider can only be made under certain conditions or restrictions or is excluded under certain conditions.

c) No personal liability shall attach to the statutory representatives, vicarious agents and employees of the Organiser for loss caused through their simple negligence. The same applies to liability of the owners of or other parties with rights over the land on which the event is taking place.

d) The participation fee does not contain any insurance for travel costs or additional expenses. If the participant withdraws from the event before commencing travel, cancellation charges will be incurred. If travel is abandoned, additional costs may be incurred. It is therefore recommended that participants take out personal travel insurance arrangements to cover this eventuality.

## 11. Participation fee/Payment

### 11.1 Participation Fee

The participation fee per event is Euro 11,188.-. Special rebates apply according to the announcements released by bulletin. The Part-payments of the participation fee prior to the event may not be accepted. The participant will receive an invoice for the participation fee and an insurance certificate either together with the confirmation of registration or by separate post to the address given on the application. The payment must be paid into the stated bank account, quoting the invoice number, in sufficiently good time that it is received by the Organizer 10 days before the start of the event at the latest. Should the payments not be made on time and in full, and if payment is still outstanding after a reminder has been issued, the contract may be terminated by the Organizer and the cancellation charges referred to in point 13 may be imposed.

The participation fee covers the following:

- a) Use of one of thirty SLK 55 AMG Racing Cars
- b) Participation in all competitions of the respective event
- f) Charges of hiring and preparing the circuit
- g) Instructor costs
- h) Support in hotel, transfer and accommodation issues
- i) Track and organization material
- j) Medical Services at the Race Circuit
- k) Catering at the track

### 11.2 Payment

With their registration the drivers authorize and request the Organizer to enter them in the respective booked Events. The submission of the driver's participation with the Organizer is irrevocable:



Beneficiary is: Front Row Investment (S) Pte Ltd  
2 Changi North Street 1  
Singapore 498828

Bank: HSBC Hongkong and Shanghai Banking Corporation  
S\$ Account: 154-196612-001  
Euro Account: 254-001647-178

## 12. Cancellation/Changes

If the participant pulls out, the following cancellation charges will be levied:

- For cancellation between the 50th day and the 30th day prior to the event: 20 %
- For cancellation between the 29th day and the 22nd day prior to the event: 30 %
- For cancellation between the 21st day and the 15th day prior to the event: 40 %
- For cancellation between the 14th day and the 7th day prior to the event: 50 %
- For cancellation within the last six days prior to the event: 75 %
- For failing to attend: 100 %

The above does not prejudice the right of the cancelling participant to prove that the Organizer has not incurred any loss or has incurred a substantially smaller loss as a result of the cancellation. Bookings must be cancelled in writing. The timeliness of the cancellation shall be governed by the date on which the written cancellation arrives at the fax number specified on the application form supplied. Substitute participants may only be named so far as they as the Organizer approves the substituting application.

The organizer reserves the right to make all changes to the event required for safety reasons or demanded by official bodies. Participants will be informed of such changes. If the event is materially impeded, endangered or impaired as a result of force majeure not foreseeable at the time the contract was concluded (e.g. weather conditions), both the Organizer and the participant shall be entitled to cancel the contract. If the contract is cancelled, the Organizer may demand reasonable compensation for the services already provided or required to be provided to end the event. The Organizer is obliged to take all measures necessary.

## 13. Warranty

### 13.1 Remedy and duties to cooperate

If the event is not carried out in accordance with the terms of the contract, the participant may demand a remedy. Without prejudice to the primary obligation of the Organizer to perform, this shall require the cooperation of the participant. The participant is therefore obliged to do everything that can reasonably be expected of him in order to help to eliminate the disruption and to minimize or avoid altogether any potential loss. He is obliged in particular to report any complaints without delay. Complaints must be reported in the first instance to the Organizer's delegation on venue.

### 13.2 Reduction of the participation fee

The participant may demand a commensurate reduction of the participation fee for any period during which the event is not being performed in accordance with the terms of the contract. No reduction shall be given if the participant has culpably failed to report the problem.

### 13.3 Termination of the contract

If the event is materially impaired as a result of a problem, and if the Organizer fails to provide a remedy within a reasonable period, despite this having been requested by the participant, the participant may terminate his participation as provided for by statute. The participant is not required to grant an additional period if the remedy is impossible or is refused by the Organizer or if a particular interest of the participant justifies immediate cancellation. If the event is cancelled, the participant shall be liable to compensate the Organizer for the portion of the participation fee relating to the utilized part of the service, unless this service was of no value to the participant.

### 13.4 Compensation



Notwithstanding the right to reduce the participation fee or to terminate the contract, compensation for non-performance may be demanded within the scope of the provisions in these Conditions of Participation unless the problem is based on a circumstance beyond the control of the Organizer.

#### 13.5. Exclusion of claims and period of limitation

Contractual claims arising from the failure to perform the event in accordance with the terms of the contract may be asserted against the Organizer within one month of the end of the event as specified in the contract. After the end of this period, contractual claims may only be asserted if the participant was prevented from complying with the period through no fault of his own. This period shall also apply to claims arising from tortious acts, insofar as these are congruent with contractual claims. In the interests of the participant, the claims must be made in writing. Claims arising under the provisions relating to travel contracts shall be statutebarred after one year. The period of limitation starts on the day following the day on which the event should have ended under the terms of the contract. Claims under tort shall become statute-barred in three years.

#### 14. Travel documents and recommendations

All arrangements regarding passports, visas, customs, foreign currency and health requirements are solely under the responsibility of the participants.

#### 15. Governing law

The contractual relationship between the participant and the organizer shall be governed exclusively by Singaporean law.

#### 16. Invalidity clause

Should individual provisions of these Conditions of Participation be or become invalid, this shall not affect the validity of the other provisions.

#### 17. Organizer

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