



## **YZ SuperFinale TERMS AND CONDITIONS**

### **1. Parties involved in YZ SuperFinale**

- a) Yamaha Motor Corporation, U.S.A. (hereinafter referred to as YMUS);
- b) Yamaha Motor Europe N.V., (hereinafter referred to as YME), including its branches;
- c) YMUS and YME are collectively "Yamaha";
- d) Infront Moto Racing (hereinafter referred to as IMR);
- e) Fédération Internationale de Motocyclisme – Europe (hereinafter referred to as FIM/FIM Europe).
- f) YMUS, YME, IMR & FIM shall be referred to collectively as the "Parties".

### **2. Involvement of parties**

- a) YME sets the structure and rules for the YZ SuperFinale (hereinafter referred to as "SuperFinale"), is the entity responsible for managing the marketing and promotional rights of the Cup and is the entity in charge of the interaction between the stakeholders involved in this project;
- b) IMR manages the television rights for the SuperFinale and is in charge of organizing the SuperFinale inside the annual MXGP / Motocross of Nations "**MXoN**". IMR is the stakeholder which establishes direct contact with FIM/ FIM Europe regarding the SuperFinale;
- c) YME is in charge of the organization of the SuperFinale as part of the MXGP/MXoN round;
- d) YMUS is responsible for the qualification and selection of riders from the U.S.A. who will participate in the YZ SuperFinale. One (1) rider will be selected in each of the qualifying classes to participate in the YZ SuperFinale event. YMUS shall have sole and exclusive control over selection criteria.
- e) The licensing for the SuperFinale event is under FIM sportive and technical regulations and is a responsibility of the rider to request it through the national federation. These can be sourced at the FIM extranet.
- f) Where, in these Terms and Conditions, reference is made to "rider" or "riders", where necessary, it is explicitly meant: the rider and its legal representative and or guardians.

### **3. Rider Qualification to race in the YZ SuperFinale**

#### **a) Qualification Requirements (Step #1)**

In order for a rider to qualify for a chance to race in the YZ SuperFinale, they must race and finish in a qualifying position in at least one of the bLU cRU Invitational Races (listed below). A qualifying position is first, second or third place in the select qualifying classes. YMUS will also have the ability to select two wild card qualifiers at YMUS' sole discretion.

- I. bLU cRU Invitational Race – May 17-19, 2024 – Glen Helen (San Bernardino, CA)
- II. bLU cRU Invitational Race – June 21-23, 2024 – Washougal (Washougal, WA)
- III. bLU cRU Invitational Race – July 12-14, 2024 – Budds Creek (Mechanicsville, MD)

b) Qualification Requirements (Step #2)

In addition to finishing in a qualifying position or being chosen as a wild card from each of the bLU cRU Invitational Races, riders interested in being considered for a spot in the YZ SuperFinale must complete the following:

- I. Complete the YZ SuperFinale Application
- II. Submit a resume that includes the following information:
  - a. A description of your racing/riding career.
  - b. Why you race and what racing has done to enrich your life.
  - c. What Yamaha means to you.
  - d. A letter of recommendation from someone outside of your family (track owner, Yamaha dealership representative, church group leader, etc.)
  - e. A copy of your most recent report card.
  - f. Any other information that you would like us to know.

#### **4. Participation Requirements**

- a) The riders must have a current, active AMA/FIM License. Once the rider selection has been made, Yamaha will work with the winners to ensure proper licenses have been acquired.
- b) In order to participate in the SuperFinale, the rider must meet the following age requirements:
  - YZ65cc: The minimum age of **8** must be reached at the moment of the rider's participation in their qualifying bLU cRU Invitational Race. The rider must not be older than age **11** at the time of the SuperFinale.
  - YZ85cc: The minimum age of **11** must be reached at the moment of the rider's participation in their qualifying bLU cRU Invitational Race. The rider must not be older than age **13** at the time of the SuperFinale.
  - YZ125cc: The minimum age of **13** must be reached at the moment of the rider's participation in their qualifying bLU cRU Invitational Race. The rider must not be older than age **16** at the time of the SuperFinale.

#### **5. Insurance**

- a) The insurance for YZ125 *bLU cRU* FIM Europe Cup is the responsibility of each national federation and, regarding specifically the SuperFinale, of FIM;
- b) The indemnity and liability clauses are set by the insurance included in the FIM and national federation licenses;
- c) The rider acknowledges and accepts any and all risks and hazards resulting from participation in the SuperFinale. YMUS, YME and/or its branches are excluded from any liability in case of any accident that causes any injury to person or property, including permanent disability or death.
- d) The rider shall obtain and maintain appropriate independent travel and medical insurance.

#### **6. Deadlines**

- a) The deadline to submit an application for consideration in the YZ SuperFinale is July 31, 2024.
- b) Winner selection will be made by August 13, 2024.
- c) Winner will be notified via phone and e-mail by August 16, 2024.
- d) By submitting an application, you are acknowledging that you will be available to travel to the SuperFinale which will be held October 4-6, 2024 in England.
- e) In preparation for the possibility of attending the bLU cRU SuperFinale, finalists should ensure that each person who would be traveling has a current passport with at least six months remaining as this will be mandatory to attend the event.

## **7. What Yamaha will provide to the SuperFinale finalists**

- a) Travel to the SuperFinale will be covered for the winning rider in each class, a parent or legal guardian, plus one additional guest (flight arrangements to be made by Yamaha).
- b) Lodging accommodations for the race (1 room).
- c) Ground transportation from the airport to the hotel and hotel to/from the racetrack.
- d) YME will provide a GTY-R kitted race bike in the appropriate cc designation for the rider.
  - The rider will be allowed to bring certain components with them to the race if they choose (e.g. suspension), however, the shipping/baggage fees for those components will be the responsibility of the rider.
- e) A standard graphics kit will be provided and must be used for the SuperFinale race.
- f) Rider will receive two (2) sets of Alpinestars gear (jersey, pants, gloves) that must be worn during the SuperFinale Race.
- g) YME will provide a *BLU cRU* welcome pack: 2/Paddock Blue T- shirt, 1/Paddock Blue Hoody, 1/Umbrella, 1/Cap, and 1/Back pack.

## **8. Cancellation of events**

For any reason, and without prior notice, YMUS and/or YME reserves the right to at its own discretion and at any time change or cancel, in whole or in part, the Terms and Conditions and/or the SuperFinale Race. YMUS and/or YME is not liable for any costs incurred by the rider due to any cancellation.

## **9. Image rights**

By registering for the SuperFinale Race and signing the registration form, the rider grants or procures the grant, free of charge until 31st December 2024 and without limitation in time for historical purposes for materials made prior to 31st December 2024 and without limitation in time or territory, to YMUS, YME and affiliated parties, the exclusive right to use rider's name, rider's personal racing number design(s), signature, initials, likeness, including photographed portraits, film, video, CD-/DVD-ROM and any other footage or comments by electronic means of rider, and comments and opinions, in connection with advertisements, promotional activities and the sale of motorcycles and other products manufactured and/or sold by YMUS, YME and affiliated parties.

## **10. Term and Termination**

- a. This agreement shall come into effect upon the submission of registration and shall automatically expire on 31<sup>st</sup> December 2024 without the notification of either YMUS, YME or rider being required.
- b. YMUS reserves the right to terminate any registration or participant at any time, for cause, upon the occurrence of any of the following; false submission or misrepresentation, inappropriate behavior, misconduct or anything that which could cause harm or damage to Yamaha's reputation in YMUS' sole discretion.

## **11. Applicable law**

- a) These terms and Conditions form an integral part of the registration. By registering for the SuperFinale and submitting the registration form, the rider agrees with the Terms and Conditions herein
- b) The rider agrees that any disputes in connection to (participation in) the SuperFinale, including the use of the information provided by the rider to YMUS and/or YME, is governed by the internal laws of the State of California. Any and all legal actions or

claims arising in connection with this SuperFinale must be brought in a court of competent jurisdiction within the State of California, United States of America.

- c) Released Parties (as defined below in subsection e) are not responsible for late, lost, stolen, damaged, garbled, incomplete, inaccurate, undelivered, delayed, or misdirected entries or communications, for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, or jumbled or scrambled transmissions, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, failed computer, satellite, telephone or cable transmissions, lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated or utilized in the registration. Further, Released Parties are not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages. Released Parties are not responsible for errors, malfunctions or problems of any kind relating to or in connection with this registration, whether computer, network, technical, mechanical, printing, typographical, human or otherwise, including, without limitation, errors, problems or malfunctions which may occur in connection with the administration of the SuperFinale, the processing of registration entries, the selection or announcement of participants or in any SuperFinale-related materials. Released Parties disclaim any liability for injury or damage to participants' or any other person's computer system resulting from participation in, or accessing or downloading information from any websites in connection with, this SuperFinale, and YMUS reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this SuperFinale should any virus, bug, technical failures, unauthorized human intervention or other causes corrupt or affect the administration, security, fairness, integrity or proper conduct of the SuperFinale. In the event of any such cancellation, termination or suspension, a notice will be posted. YMUS reserves the right, at its sole discretion, to disqualify any registrant from this SuperFinale or any other promotion conducted now or in the future by YMUS or any of its affiliates if he/she tampers with the entry process or if his or her fraud or misconduct affects the integrity of the SuperFinale. ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SUPERFINALE MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, YMUS RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.
- d) YMUS reserves the right to correct clerical or typographical errors in promotional materials, and may alter, amend, modify or cancel these terms and conditions at any time without prior notice.
- e) By participating in the SuperFinale, each registrant (i) accepts and agrees to be bound by the conditions stated in these Terms and Conditions and the decisions of YMUS and judges which are final and binding and warrants that he/she is eligible to participate; and (ii) agrees to release and hold harmless YMUS, YME YMUS, and their respective parents, affiliates, subsidiaries, retailers, suppliers, distributors and advertising and promotion agencies, and all of their respective directors, employees, officers and agents (collectively, the "Released Parties"), from any and all liability, loss or damages arising from or in connection with their registration and participation in the SuperFinale.