

Terms & Conditions

“Vice City Tour” DRIV RALLY 2024, an event presented and hosted by The Guys Tampa, LLC TERMS AND CONDITION OF REGISTRATION AND PARTICIPATION

PLEASE COMPLETE THE ONLINE DRIV RALLY 2024 APPLICATION FORM WITH PERSONAL DETAILS AND VEHICLE DESCRIPTION

BY PARTICIPATING AS WELL AS UTILIZING OUR WEBSITE SERVICES YOU ACKNOWLEDGE AND AGREE TO ALL TERM WITHIN OUR PRIVACY POLICY.

BY COMPLETING THIS APPLICATION AND PARTICIPATING IN THE DRIV RALLY 2024, YOU (A) ACKNOWLEDGE AND AGREE TO ALL TERMS AND CONDITIONS CONTAINED HEREIN; and (B) AGREE TO TENDER PAYMENT OF THE ENTIRE REGISTRATION FEE (ALL ENTRY FEE PAYMENTS ARE FINAL AND NON-REFUNDABLE).

DRIV RALLY 2024 requires an entry fee per car. This registration is not complete until the payment has been received.

DRIV RALLY 2024 (the “Rally”) IS NOT A RACE. You must NOT compete in any manner with other participants. You must NOT place any bets of any kind in relation to the Rally. You must drive safely and with proper courtesy to all other participants and members of the public. You must NOT drive if your ability to do so safely and properly is in any way compromised by illness, lack of adequate rest, medically intoxicated, under the influence of illegal substances or any other condition that will put you and your surrounding Rally participants, general driving public, pedestrians, and any other persons or property at risk in any way whatsoever. There is no reckless driving allowed, cutting off of other cars, driving on shoulders of roads, or endangering other participants or the public.

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You MUST comply with all applicable laws and regulations of the City, County, State and Country in which you are present at any given time during the Rally, including but not limited to all speed regulations, laws of the road, laws relating to the safety of your vehicle and operation of your vehicle, laws relating to registration of your vehicle, laws relating to your personal license to operate a vehicle, insurance laws relating to your operation of your vehicle, and laws relating to the possession or use of alcohol, drugs or other prohibited substances. Entrance into a country is up to the participant to comply with their requirements. The DRIV RALLY Staff reserves the right to prohibit you from participating further in the Rally for any single violation of the foregoing or of any terms and conditions contained herein.

DRIV RALLY Staff will provide the details for the event and any badges that may be necessary. If badges are necessary, they must be worn at all times during the event.

The Rally is open to all makes, models and years of vehicles. However, the majority of vehicles will be “Luxury, Sports, Classic & Exotic” cars. We are looking for a diverse, unique collection of high-end vehicles. Places are limited to just thirty (30) vehicles and there is no guarantee with respect to available spots, but the more amazing, eccentric, or unique the car, the better the chance of acceptance into the Rally.

Flights, airfare, hotels and/or accommodations, or auto transport are not included in the Rally except were specifically noted or as an optional expense approved, in writing, by The Guys Tampa, LLC. No hotel valet, room service, or other incidental fees are included in the rally participation unless specifically noted in writing.

Any participant or passenger in a Rally vehicle (a "Participant") must be 21 or over. The Guys Tampa, LLC and its members, employees, consultants, agents, staff, assigns, and attorneys (collectively, "The Guys Tampa & DRIV Rally Staff") accept no responsibility for and shall not be liable to any Participant for the consequences of a Participant's actions or omissions in participating in the Rally, including but not limited to being cited, charged, prosecuted, or prohibited from participation arising from the improper conduct of a Participant

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at any location, stop, facility, establishment, public road, or any other place a Participant in present during the DRIV Rally 2024.

Each Participant shall obtain and maintain appropriate insurance covering your participation in the Rally and shall provide proof of such insurance in a form satisfactory to The Guys Tampa & DRIV Rally Staff should they request such documentation. Appropriate insurance includes, without limitation, third party liability, liability coverage for each Participant, medical insurance, damage to property and life insurance, and insurance covering Participant vehicle's participation in the Rally.

Each Participant must have a legal and valid vehicle registration with name of Participant matching such Participant's vehicle.

Each Participant must hold a current, valid and unrestricted driver's license issued from one of the United States and must present same to the The Guys Tampa and/or DRIV Rally Staff upon request.

Each Participant must be completely sober while operating any motor vehicle. Each Participant must NOT consume alcohol while driving nor drive under the influence of alcohol or any other intoxicating substance at any time.

You will indemnify the "The Guys Tampa, LLC" and "DRIV Rally" Staff against any and all claims, lawsuits or causes of action of any kind arising from the Rally and brought by any third party as a result of Participant's actions, omissions or participation in the Rally, including but not limited to Participants violation of any Federal, State, County or City laws, ordinances or regulations, or Participant's breach of any terms and conditions contained herein.

The Guys Tampa & DRIV Rally Staff is not responsible if it cannot fulfill its obligations due to fire, earthquake, epidemic/pandemic diseases, cyclone, flood, aridity, strike, lightning,

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revolution, terrorist activities and similar troubles, and in other cases generally accepted as Force Majeure under the statutes and case law of the State of FLORIDA.

In the event of one of these disasters you may try and sell your spot to another party should you not be able to attend. It is up to the Participant and not The Guys Tampa & DRIV Rally to sell your spot.

Participant agrees to have the “The Guys Tampa & DRIV Rally” logo and any other logos designated by The Guys Tampa & DRIV Rally Staff, including but not limited to official Rally sponsors, attached to Participant’s vehicle during the entire Rally. Participant may not obscure or alter such logos and must keep them clean and readily visible at all times during the Rally. Such logos will be easily removable without damaging vehicle finishes. The Guys Tampa & DRIV Rally Staff will therefore not be responsible for claims of damage to vehicle finishes as a result of the application or removal of such logos.

Official The Guys Tampa & DRIV Rally sponsors are hereby permitted to advertise to rally participants. Personal sponsorship for Participant’s vehicle or Participant’s clothing is only permitted with the prior written consent of The Guys Tampa & DRIV Rally Staff, which may be withheld in the sole discretion of The Guys Tampa & DRIV Rally Staff. The Guys Tampa & DRIV Rally Staff reserves the right to refuse unauthorized sponsored vehicles from participating in the Rally.

After the commencement of the Rally, The Guys Tampa & DRIV Rally Staff will NOT make any refund of the entry fee or pay compensation to you if you are unable to continue in the Rally for any reason whatsoever. Although all vehicles have sufficient time to arrive at each destination, the route of the Rally is demanding. If Participant does not manage to complete any part of the route and are unable to stay at the provided venues, Participant will NOT be entitled to any refund of the entry fee whatsoever.

The Guys Tampa & DRIV Rally Staff reserves the right to refuse participation in or to cancel the Rally at any time for any reason whatsoever. In case of the cancellation of the Rally or the

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refusal to allow Participant to participate, the participant will be granted a credit for the full amount to be used towards a future event. The Guys Tampa & DRIV Rally has the right to cancel a Participant’s registration at any time. The Participant would be granted a credit for the full amount to be used towards a future event, except in cases generally accepted as Force Majeure under the statutes and case law of the State of FLORIDA, as referred to above. Any costs other than entry fee will borne by the Participant.

CANCELLATION POLICY

In the event that a Participant needs to cancel attending any event in which he/she has registered, the following option is available:

- The Participant may sell the paid registration on his/her own for any amount he/she

wishes. The Purchasing (new) registrant will be required to fill out the Online Registration Form to be eligible to take your place on the rally. The new Registrant must make payment to you directly

FORCE MAJEURE

- If acts of God or government authorities, natural disasters, pandemic or epidemics, or any other event beyond a party’s reasonable control make it illegal or impossible for a party to perform its obligations under this Agreement, this party may terminate this Agreement upon written notice to the other party without further liability. For the avoidance of doubt, any deposit paid by Participant

before the originally scheduled event shall be allocated to another The Guys Tampa & DRIV Rally event on pre- agreed terms and is not refundable.

All The Guys Tampa & DRIV Rally events are non-refundable and should the Participant fail to pay the full balance, The Guys Tampa & DRIV Rally reserves the right to seek full compensation through litigation.

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By participating in the Rally, Participant consents to be photographed and to be included in the filming of footage documenting the Rally. Participant hereby waives any and all rights of publicity or privacy and grant the The Guys Tampa & DRIV Rally Staff full and complete permission to utilize and exploit Participant's appearance in the Rally in any and all manner and media throughout the world in perpetuity. Participant further agrees that the The Guys Tampa & DRIV Rally Staff has the sole discretion to use or refuse to use any photographs or footage in which Participant appears, and that if the The Guys Tampa & DRIV Rally Staff does use such photographs or footage, it may be edited at The Guys Tampa & DRIV Rally Staff's sole discretion. Participant consents to the use of your name, image, likeness, voice and biographical material in connection with any and all footage, publicity and related promotional material and for any and all publicity and promotional purposes.

Participant expressly releases the The Guys Tampa & DRIV Rally Staff from and against any and all claims which Participant has or may have for invasion of privacy, defamation or any other cause of action arising out of the production, distribution, broadcast or exhibition of photographs, footage or any promotional materials.

Participant shall not be entitled to use the "DRIV Rally" logo and any other logos designated by The Guys Tampa & DRIV Rally Staff for placement on Participant's vehicle during the Rally for any purpose whatsoever (other than placing the logo on Participant's vehicle during the Rally) without obtaining the prior written consent of the The Guys Tampa & DRIV Rally Staff. In particular, Participant shall not be entitled to use the "The Guys Tampa & DRIV Rally" logo and any other logos designated by DRIV Rally Staff for placement on Participant's vehicle during the Rally on any website or in printed materials without obtaining the The Guys Tampa & DRIV Rally.

Staff's prior written consent.

Participant is only entitled to take photographs and film footage of Participant's participation in the Rally for non-commercial purposes (that is for personal and private use only).

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Specifically, Participant is not entitled to reproduce or use photographs or footage of the Rally on any website, in any printed media or matter or in any television program without first obtaining the prior written consent of the The Guys Tampa & DRIV Rally Staff. Participant hereby agrees to assign (by way of present assignment of future copyright) all of Participant's right, title and interest in the

worldwide copyright and all intellectual property rights in such photographs or footage in perpetuity together with exclusive worldwide rights of exploitation thereof to the The Guys Tampa & DRIV Rally Staff and deliver to The Guys Tampa & DRIV Rally Staff within 30 days of the end of the Rally, at no cost to the The Guys Tampa & DRIV Rally Staff, a tape in any format of all the footage originated by Participant at the Rally and copies of all photographs taken at the Rally.

The Guys Tampa & DRIV Rally Staff reserves the right to change these terms and conditions from time to time subject to notifying Participants of the changes. Participant shall be deemed to have accepted the amended terms and conditions by participating in the Rally.

Participant shall not be entitled to arrange or conduct any media appearances relating to Participant's participation in the Rally without obtaining the prior written consent of the The Guys Tampa & DRIV Rally Staff.

Participant understands that while the The Guys Tampa & DRIV Rally Staff will endeavor to keep Participant's personal information secure, The Guys Tampa & DRIV Rally Staff does not accept any responsibility should loss or theft of this information occur. Participant consents to its personal details being passed on to other third parties that The Guys Tampa & DRIV Rally Staff deems appropriate.

These terms and conditions, this agreement and Participant's participation in the Rally shall be governed in accordance with the laws of the State of FLORIDA, and Participant our participation, and Participant submits to the jurisdiction of the Courts of the State of FLORIDA, exclusively. By completing the entry form, participating in the Rally, and accepting these terms and conditions, Participant is entering into a legally binding agreement with The Guys Tampa, LLC to participate in the Rally on these terms and conditions.

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Risks Associated with Participation

Participant acknowledges and realizes that participation in the Rally is potentially dangerous and that there are numerous risks associated with participation. Such risks and dangers include, but are not limited to, traffic accidents, collisions with pedestrians, vehicles, other drivers, and/or fixed or moving objects, and the negligence of other drivers. Further, Participant fully understands and realizes that participation in the Rally may result in serious bodily injury and/or death to Participant, or others. Participant further realizes and understands that the route of the Rally will require driving on public roadways upon which the hazards of traveling are to be expected. Further, Participant realizes that participation in the Rally will require strenuous physical exertion as Participants will be required to drive for very long periods of time, including the risk of driving through inclement weather.

Assumption of the Risks

With full knowledge and understanding of the risks associated with participation in the Rally, Participant enters the Rally voluntarily and fully accepts and assumes every such risk for loss, damage, or injury (including death).

Compliance with Terms and Conditions of Entry

Participant agrees to comply with all the Rally's terms and conditions of entry. Participant acknowledges and understands that The Guys Tampa & DRIV Rally Staff will use reasonable efforts to ensure that all other Participants abide by the terms and conditions of entry, but cannot guarantee that the Participants will abide by these terms and conditions.

Release of Liability

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In consideration for being permitted to participate in the Rally, Participant hereby waives, releases, and forever discharges, for Participant, its heirs, executors, administrators and legal representatives, any and all rights and/or claims which Participant has, may have, or may hereafter accrue to Participant against The Guys Tampa & DRIV Rally Staff (and its officers, directors, employees, consultants, agents) and Rally sponsors for any and all damages, injuries (including death), and/or claims which may be sustained by Participant or its vehicle directly or indirectly arising out of Participant's participation in the Rally (including the application of emergency or medical services at the Rally) even if the damages, injuries (including death), and/or claims are caused by the negligence of those persons listed above or otherwise nothing in these Terms and Conditions shall be construed as excluding or limiting The Guys Tampa & DRIV Rally Staff's liability for personal injury or death arising from its negligence or the negligence of persons under its control. Further, Participant covenants not to sue The Guys Tampa & DRIV Rally Staff (and its officers, directors, employees, consultants, agents) and Rally sponsors for any and all damages, injuries (including death), and/or claims which may be sustained by Participant directly or indirectly arising out of Participant's participation in the Rally. This release and discharge includes, but is not limited to, claims for personal injury, death, property damage, economic loss, breach of contract, lost wages, contribution indemnity, indemnity, punitive damages, negligence, or any other legally recognizable claim arising out of Participant's participation in the Rally (including all legal costs associated with such claims).

Indemnity

Participant hereby agrees to release, defend, indemnify, and hold harmless The Guys Tampa & DRIV Rally Staff (and its officers, directors, employees, consultants, agents) and Rally sponsors and licensees and assigns from and against any and all claims, demands, damages, suits, liabilities or actions arising directly or indirectly out of Participant's actions or otherwise from Participant's participation in the Rally whether made or claimed during or after the Rally,

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including all associated costs and expenses and any amounts which The Guys Tampa & DRIV Rally Staff may pay as a settlement or compromise of any such claims or liabilities.

Non-Compete

Should the Participant decide to create a rally of their own, or solicit other participants to another companies rally, the organizer, The Guys Tampa & DRIV Rally, reserves the right to remove the Participant from the existing rally, and all social media platforms, without penalty or refund owed. Should the Participant also be a sponsor of The Guys Tampa & DRIV Rally, the organizer of The Guys Tampa & DRIV Rally, has the right to terminate the sponsorship without penalty or refund being owed to the sponsor due to the conflict of interest.

By purchasing and participating in the DRIV Experience Rally Event I certify that I have read and understand ALL of the above and acknowledge and agree to all terms and conditions.

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