

Please take your time to read the Rider Entry Agreement

The following are the terms and conditions that you accept by signing up to The Mongol Derby 2021.

The Mongol Derby is genuinely dangerous, so in today's legal climate we need an agreement that means you take responsibility for yourself and the risks that you will face when you participate in this adventure.

The agreement also covers things like media rights which we try to use to wangle a bit of extra cash to make the events even better. They are only intended to secure the commercial side of things so you still take on your own projects for entertainment or for publicising your own team in newspapers and things. In fact, we love seeing the Mongol Derby on the telly so if you have a commercial project in mind drop us a line and we will try to work with you to make it happen.

So sit back, make a cup of tea and **read the following carefully**. Be sure exactly what it is you're about to sign up to, and if you are happy, then tick to confirm you agree to the following terms and conditions, and understand the agreement you are entering into upon formally signing up, and then you can get cracking with the actual adventure!

If you have any questions concerning any element of this agreement, then please get in touch with Adventurists HQ by telephoning +44 (0) 117 422 3400 or e-mailing us at mongolderby@theadventurists.com.

This agreement is made between:

(1) **EQUINE ADVENTURE RACING LIMITED**, a company incorporated in England and Wales (company registration number **12195780**) whose registered office is at 14 Whitehouse Street, Bristol, BS3 4AY. United Kingdom (referred to as "**the Company**");

(2) **The individual whose name, address and contact details are specified in the individual's application for this adventure (referred to as ****the Rider**)**

RECITALS:

(A) Words and phrases defined in clause 1.1 below shall have the same meanings in these Recitals.

(B) The Company owns or controls all rights in and to the Event, and intends to stage and manage the Event.

(C) The Rider wishes to enter and participate in the Event.

(D) The Company has agreed to accept the Rider's entry for the Event conditional upon the Rider entering into this Agreement and participating in the Event upon and subject to the terms and conditions of this Agreement (the "Terms of Entry") and the Event Rules.

Operative Provisions:

1. Definitions

1.1 The following terms shall have the meaning set out opposite them below unless the context otherwise requires:

1.1.1 "**Commercial Partners**" means any third party with whom a contract is lawfully concluded for the exploitation of the Commercial Rights;

1.1.2 "**Commercial Rights**" means any and all rights of a commercial nature connected with the Event including, without limitation, broadcasting rights, sponsorship rights, merchandising and licensing rights, ticketing rights, promotional rights, catering and hospitality rights, New Media rights and interactive games rights;

1.1.3 "**Designated Starting Point**" means the venue which the Company decides upon, and notifies the Riders of, and is the place from which the Event shall commence on the first day of the Event Period;

1.1.4 "**Designated Finishing Point**" means the destination at which the Event is designated to finish, being such destination and on the last day of the Event Period;

1.1.5 "Effective Date" means the date of signature of this Agreement or the date thirty (30) days prior to the first day of the Event Period, whichever the earlier;

1.1.6 "Entry Fee" means the amount of £11,375.00 GBP taken in USD at a rate of 1.3 USD to 1 GBP;

1.1.7 "Event" means the Mongol Derby 2021, an endurance horse riding challenge running from the Designated Starting Point to the Designated Finishing Point taking place during the Event Period;

1.1.8 "Event Director/s" means the person/s appointed by the Company as being responsible for the overall administration and management of the Event;

1.1.9 "Event Period" means the inclusive period from 8th August 2021 or such longer or shorter period as the Company may notify to the Rider;

1.1.10 "Event Manual" means the manual set out in Schedule 1;

1.1.11 "Event Marks" means the event titles, words and logo(s) which are owned or controlled by the Company and which appear in Schedule 2;

1.1.12 "Event Rules" means the rules in respect of the Event as contained in the Event Manual and/or as notified by the Company to the Rider;

1.1.13 "Event Schedule" means the schedule of relevant dates, activities and events relating to and/or comprising part of the Event as set out in Schedule 3;

1.1.14 "Fundraising Rights" means those rights granted to the Rider (if any) pursuant to the Terms of Entry and/or the Event Rules;

1.1.15 "Intellectual Property Rights" shall mean all present and future right, title and interest in any trademarks, service marks, registered designs, utility models, design rights, copyright (including copyright in computer software, film, sound and photographs), database rights (including in relation to technical data and results), trade secrets and other confidential information, know-how, business or trade names (including internet domain names and e-mail address names) and all other intellectual and industrial property and rights of a similar or corresponding nature, whether registered or not or capable of registration or not and including the right to apply for and all applications for any of the foregoing rights and the right to sue for infringements of any of the foregoing rights.

1.1.16 "New Media" shall mean broadcasts via cellular mobile telecommunications systems on cellular telecommunications devices and/or the world wide web, as such technology is modified, developed or replaced from time to time;

1.1.17 "Officials" means the director(s) of the Company and other persons nominated by the Company;

1.1.18 "Payment Method" means payment by card via 'Stripe' the nominated card payment provider for the Company. Or via such other method as the Company may stipulate;

1.1.19 "Relevant Law" means all legislation, codes of practice, standards, guidelines and regulations (in each case having the force of law) together with all applicable regulations and rules (including the Event Rules) applicable to the Event and otherwise to the subject matter (whether obligations, goods or services) in question;

1.1.20 "Term" means the inclusive period from the Effective Date until 30th September 2021;

1.1.21 "Territory" means the World;

1.1.22 "Urtuu" means a horse station situated between the Designated Start Point and the Designated Finish Point and "Urtuus" shall be construed accordingly.

1.2 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

1.3 References in this Agreement to clauses and schedules are to clauses and schedules to this Agreement.

1.4 References to any statute shall include references to such statute as it may after the date of this Agreement from time to time be amended, supplemented or re-enacted.

1.5 The headings in this Agreement are inserted for convenience only and shall not affect its construction.

1.6 The word "including" is not to be treated as a word of limitation.

2. Entry and participation

2.1 The Rider hereby agrees to enter and participate in the Event upon and subject to the Terms of Entry and the Event Rules.

2.2 For the avoidance of doubt, the Rider shall observe and abide in every respect by the Terms of Entry and the Event Rules and any decision of the Company or the Event Director (including any decision to prevent the Rider's further participation in the Event.) Such decisions shall be binding on the Rider, who acknowledges that they shall not have the power to revoke or alter any such decisions.

3. Title

3.1 The Event shall be named "The Mongol Derby 2021" or such other name as the Company shall notify to the Rider.

3.2 The Rider shall use their best endeavours to refer to the Event with the title in clause 3.1 above at all times and in particular during any performance of the obligations set out in clause 6.1.

4. Entry fees

4.1 In consideration of the acceptance of the Rider's entry to participate in the Event by the Company, the Rider agrees to pay the Company the Entry Fee.

4.1.1 Such Entry Fee shall be paid in full or via monthly instalments according to the schedule stipulated by the Company.

4.1.2 If the Rider elects to pay in full, the payment will be made by card at the point of signing up.

4.1.3 If the Rider elects to pay in instalments, the place will be confirmed after the first instalment is paid and the remaining balance will be taken in equal monthly instalments around 28 days apart until the full amount has been paid.

4.1.4 The full entry fee must be paid no later than 31st May 2021.

4.2 The Rider should ensure that payment is received in full after any third party (eg. bank) charges have been subtracted. The Company will not be liable for any such third-party charges.

4.3 For the avoidance of doubt, failure to pay the Entry Fee in full by the date specified in clause 4.1.4 shall entitle the Company to disqualify the Team from participation in the Event.

5. Obligations of the Company

5.1 The Company represents, warrants and undertakes:

5.1.1 that it has and will continue to have throughout the Term full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;

5.1.2 to use all reasonable endeavours to organise, manage and stage the Event;

5.1.3 without prejudice to clause 5.1.2, to use all reasonable endeavours to organise the Event Schedule and provide a copy of the Event Schedule to the Rider on or before the commencement of the first day of the Event Period. During the Term, the Company will also notify the Rider as soon as practicable of any updates or amendments to the Event Schedule;

5.1.4 without prejudice to clause 5.1.2, to use all reasonable endeavours to fulfil its obligations as identified in the Event Manual;

5.1.5 that, subject to clause 7, it shall grant the Rider a non-exclusive royalty-free licence to use the Event Marks solely in connection with

the Fundraising Rights and/or promoting the Rider as an entrant of the Event to prospective sponsors and for the duration the Event Period or whilst the Rider is an entrant in the Event only (whichever the shorter); and

5.1.6 that it owns or controls the Event Marks and shall take all measures it considers reasonable during the Term to protect its rights in the Event Marks from infringement by any third party.

6. Obligations of the Rider

6.1 The Rider hereby represents, warrants and undertakes that (at their sole expense where relevant and unless otherwise specified):

6.1.1 they have, and will continue to have throughout the Term, full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it hereunder;

6.1.2 they are or will be 18 years of age or older as at the Effective Date;

6.1.3 all statements made in the Rider's application form or otherwise to the Company are true and accurate, including statements relating to the prior horse riding experience of the Rider. The Rider acknowledges and accepts that the Company has relied upon these statements in awarding the Rider a place in the Event;

6.1.4 they are in good health and know of no reason, physical or mental, why they could be unable to participate in the Event and engage in the activities comprised therein or would otherwise be advised by a competent medical professional not to engage in the Event;

6.1.5 they shall be present at the Designated Starting Point ready to commence participation in the Event at 08:00 on 8th August 2021 on the first day of the Event Period, and will otherwise attend each of the events set out in the Events Schedule

6.1.6 without prejudice to clause 12, be solely responsible for determining what route and upon what basis the Rider shall ride between each Urtuu (horse station) and between any other two or more destinations whether during the Event Period or otherwise;

6.1.7 they will remain solely liable for the payment of all and any taxes, surcharges, levies, imposts, fines, penalties or similar charges incurred by any Rider in connection with the participation of the Rider in the Event;

6.1.8 upon request of the Company the Rider shall wear any item of clothing and/or Event passes/identification at all relevant times when attending any promotional activity or any other occasion conducted in connection with the Event;

6.1.9 they shall not do anything or permit anything to be done which might adversely affect the Commercial Rights or the value of the Commercial Rights;

6.1.10 they shall observe and comply with, in addition to the Terms of Entry and the Event Rules, all Relevant Laws and any other directions, codes of practice or guidelines imposed by national law or any competent authority applicable to the Event;

6.1.11 they shall promptly observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of the Company including those relating to the organisation, staging, safety and image of the Event;

6.1.12 they understand the necessity to take out insurance at their sole expense to in order to participate in the Event, especially to cover the needs of rescue or support from any location connected with the Event and that they will be solely responsible for obtaining and maintaining the currency of all and any such insurance which may be necessary to cover all relevant risks of their participation in the Event;

6.1.13 they are solely responsible for ensuring both the fitness for purpose of the tack provided by the Rider and, following the test period prescribed in the Event Manual, their safe use of a saddle provided by the Company for the duration of the Event;

6.1.14 they shall ensure that they do not make any defamatory or derogatory statements or take part in any activities which are or might be derogatory or detrimental to the reputation, image or goodwill of the Company, the Event or any Commercial Partner; and

6.1.15 they acknowledge the importance of co-operating with the media to obtain maximum coverage and exposure for the benefit of the Event and agree to co-operate with all reasonable requests of such nature by the Company and/or any broadcaster or other Commercial Partner of the Company.

7. Intellectual Property

7.1 In consideration of the acceptance of the Rider's entry to participate in the Event by the Company, the Rider hereby acknowledges and agrees that all Intellectual Property Rights arising from and in relation to the Event including its name, logotype, format and films and photographs of the Event shall be exclusively vested in the Company.

7.2 The Rider further acknowledges and agrees that they shall not obtain any right in the Intellectual Property Rights arising from or in relation to the Event by virtue of its entry or otherwise, and they will do nothing to damage the Company's rights set out in clause 7.1.

8. Commercial rights

8.1 Without prejudice to clause 7, the Rider acknowledges that the Company will be seeking to maximise the income from the exploitation of the Commercial Rights for the Event by entering into a number of agreements and arrangements with Commercial Partners. The Rider undertakes to co-operate with the Company and the Commercial Partners in order to protect the Commercial Rights and in particular the Rider agrees that, unless agreed in writing by the Company and save as permitted by the Fundraising Rights granted to the Rider:

8.1.1 the Rider will not assert any claim to use, sell or exploit any of the Commercial Rights in connection with the Event and the Rider will not develop or acquire any rights in relations to the Event which are similar to or compete with the Commercial Rights;

8.1.2 the Rider will not during the Event Period, directly or indirectly allow his or her name, image or likeness to be used in an advertising or endorsement or for any commercial purpose which involves a direct or indirect association with the Event and/or seeks to exploit (whether implicitly or explicitly) any connection therewith;

8.1.3 no use shall be made by the Rider of the description of a product or service as being the "Official" product or service of the Rider's participation in the Event;

8.1.4 the Rider may film all or any part of the Event provided that:

(a) not more than one video camera shall be used in making the film, and the cameraman observes all directions as to filming made by the Company;

(b) not more than one additional copy is made of that film;

(c) the film is made and used only for private use and that no part of the film is exhibited or distributed or otherwise exploited in any format whatsoever to any public or private audience or for any other broadcast of whatever nature. Any Rider who makes such a film pursuant to this clause hereby assigns with full title guarantee to the Company all rights of any nature whatsoever in perpetuity including copyright in any such film.

8.1.5 the Rider shall be permitted to establish a Rider website in connection with its participation in the Event provided that such website is operated pursuant to this Agreement (including clause 8.1.1) and in accordance with the relevant section(s) of the Event Rules.

9. Media Rights

9.1 The Rider undertakes on behalf of themselves and any other persons associated with the Rider that they hereby consent in perpetuity and on a royalty-free basis throughout the Territory to:

9.1.1 the use of their names, initials, nicknames, signatures, photographs, likenesses, voices, quotations, biographical details, fame and reputation, the name and photograph of the Rider, the names and logotypes of the sponsors and suppliers who appear on the Rider's clothing and equipment:

9.1.2 in all contexts;

9.1.3 in all media (including New Media) now known or hereafter devised, including, without limitation, theatrical exhibition in cinemas, all forms of television and radio broadcasts, all print media (including, without limitation, all consumer and trade magazines and catalogues, newspapers and other periodicals), posters, banners, street vision monitors, airliners and ships, in-store ads and all other point of purchase advertising and promotional materials, train and bus wraps, mobile phones, direct mail, billboards, and internet sites,

9.1.4 for all advertising, promotion, endorsement, broadcast, merchandising and/or gaming purposes of the Company, the Commercial Partners and any other approved third parties at the discretion of the Company.

9.2 For the avoidance of doubt, the Rider shall have no right to approve the use of the rights licensed under this clause 9.

10. Termination

10.1 The Company shall have the right at any time to terminate this Agreement immediately by giving written notice to the Rider in the event that the Rider:

10.1.1 has committed a material breach of any obligation under this Agreement which breach is incapable of remedy or cannot be remedied in time for the Event;

10.1.2 has committed a material breach of any of its obligations under this Agreement and has not remedied such breach (if the same is capable of remedy) within seven (7) days of being required by written notice so to do;

10.1.3 enters into any arrangement with their creditors and/or suffers any event of bankruptcy, save in circumstances which are approved by the Company.

10.2 The Company shall have the right to terminate this Agreement by providing fourteen (14) days' notice in writing to the Rider in the event that it no longer wishes, or is no longer able, to stage the Event.

10.3 Without prejudice to any rights which the Company may have whether pursuant to this Agreement or otherwise, if the Rider defaults on or is in breach of any of its obligations hereunder and fails to remedy such default or such breach forthwith upon notice from the Company stipulating the same, the Company may intervene (at the sole cost of the Rider, who shall indemnify the Company from any liability in respect of such costs) in the carrying out of any obligation of the Rider to ensure its proper and timely performance.

11. Force majeure

11.1 A party (the "Affected Party") shall not be held liable or deemed to be in default under this Agreement for any failure to perform its obligations if such failure results directly or indirectly from circumstances beyond the Affected Party's reasonable control ("Force Majeure"). Force Majeure includes but is not limited to strikes, lock-outs, civil warfare, flood or fire damage, environmental calamity, inclement weather, acts of God, legal enactment, governmental order, regulatory enactments and/or orders, imposition of sanctions by a country against the territory where any part of the Event is to be held that adversely affects the staging of the Event, any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance), epidemic and disease, civil strife, terrorism (threatened or actual), and war. Subject to clause 11.2, the Affected Party must continue to perform its other obligations to the extent that they are not affected by the Force Majeure and must use all reasonable endeavours to overcome or remove the Force Majeure as quickly as possible.

11.2 If any event of Force Majeure delays or prevents the performance of the obligations of either party for a continuous period of fourteen (14) days, the party not so affected shall then be entitled to give notice to the Affected Party to terminate this Agreement with immediate effect without penalty. Such a termination notice shall be irrevocable except with the consent of both parties.

12. Acknowledgement of risk

12.1 The Rider recognises and acknowledges that participating in the Event is a potentially dangerous activity and may involve entering into certain parts of the Territory (via a specific route between Urtuus chosen by the Rider and not, for the avoidance of doubt, by the Company) which are considered highly dangerous and unsuitable for foreign travel due to reasons including the applicable physical terrain or political and/or social climate. Additionally, the Rider is fully aware and acknowledges that all horse sports and accordingly participation in the Event involve serious risk of harm, including, but not limited to, risks of accident, serious bodily injury, including death, broken bones, head injuries, trauma, pain, fatigue, dehydration and suffering and property damage. The Rider additionally acknowledges and accepts full responsibility for checking and maintaining all equipment in their possession for the duration of the Event to ensure its safe use (including by way of example, the saddle, bridle, girth, buckles and riding hat).

12.2 In recognition of these facts, and for the consideration set forth in this Agreement, the Rider elects voluntarily to enter into this

Agreement and assume all risks of loss, damages, injury or death that may be sustained, and the Rider will participate in the Event in accordance with this Agreement entirely at their own risk.

12.3 Save in the event of any negligent or willful act or omission on the part of the person or entity concerned, none of the Company, any Official or the Event Director or any of their respective officers, agents or employees, shall be liable to any Rider for death or personal injury, damage to property or other loss or damage of any nature whatsoever suffered by the Rider whether arising from participation in the Event or otherwise.

12.4 Under no circumstances shall the Company be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the Rider including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

12.5 Except where expressly provided in this Agreement, the Rider undertakes to the Company to be liable for any death or personal injury to third parties, damage to property or any other claims, losses, costs (including, without limitation, all reasonable legal costs) or demands arising out of any negligent or willful act or omission of the Rider during the Event Period, whether arising from participation in the Event or otherwise.

12.6 The Rider undertakes and agrees that they will irrevocably indemnify and hold the Company harmless from and against all costs and expenses (including reasonable legal costs), actions, proceedings, claims, demands and damage arising from a breach of the Rider's representations, warranties or undertakings contained herein or arising from the acts or omissions of the Rider, respective officers, employers, agents or sub-contractors.

12.7 Notwithstanding clause 6.1.12, the Rider shall take out death, accident and health insurance for themselves. A copy of such insurance policies shall be provided to the Event Director at any time upon request.

13. Power to make rules and other provisions

13.1 The parties recognise that given the nature of the Event, issues may arise in relation to the Event that were not foreseen and therefore are not specifically addressed in the Terms of Entry or the Event Rules or that would have an unintended result if made subject to the Terms of Entry and the Event Rules without modification. The parties further recognise that it is in the best interests of the Event, and of all the participants in the Event, that such issues be addressed as quickly and effectively as possible.

13.2 In consequence of the recognition set out in clause 13.1, the Rider agrees that the Company shall have the right, exercisable unilaterally from time to time before and/or during the Event Period:

13.2.1 to supplement or amend the Terms of Entry and/or the Event Rules (and, if applicable, the Event Schedule);

13.2.2 to resolve any queries that arise in relation to the proper interpretation and application of the Terms of Entry and/or the Event Rules; and

13.2.3 to issue directions as to the conduct of the Event, including the conduct of Riders, the contents of the Event Manual and the preservation of the value of the Commercial Rights.

13.3 During the Event itself, the Company may delegate the right conferred by clause 13.1 above to one or more designees including the Event Director, any Official or any other person appointed by the Company.

13.4 The Rider agrees that any amended and supplemental Terms of Entry or Event Rules and any directions made pursuant to this clause 13 shall become binding upon the Rider immediately upon communication to them and shall be deemed to be included in the Terms of Entry or the Event Rules (as applicable) for the purposes of this Agreement.

13.5 Decisions made pursuant to this clause to amend or supplement the Terms of Entry or Event Rules or to issue directions shall be final. Any such decisions or directions shall be posted on the Event website and communicated to the Rider via email. In the event that the Company make a decision/provide a direction under this clause whilst the Event is in progress, it shall use all reasonable endeavours to communicate this to the Rider as soon as practicable following the issue of the decision/direction. No challenge shall be made by the Rider any such decision.

14. Dispute resolution

14.1 All disputes, issues or complaints regarding the Rider's participation in the Event shall be referred to the Event Director for determination as soon as practicable thereafter. For the avoidance of doubt, all determination, decisions and directives of the Event Director shall be final.

14.2 Without prejudice to the generality of the Event Director's powers under clause 14.1, the Event Directors shall be entitled to impose any or all of the following:

14.2.1 suspension or expulsion from the remainder of the Event (including, for the avoidance of doubt, in the event that the Rider's riding ability does not, in the reasonable opinion of the Event Director, reflect that stated in their application), or imposition other Event-based sanctions or fines upon a Rider;

14.2.2 impose other Event-based sanctions or fines on a Rider and to make such cost order in relation to the relevant matter as it considers appropriate;

14.2.3 adjudication on whether there has been a breach of the Terms of Entry or the Event Rules or upon whether an event constitutes an event of Force Majeure for the purposes of clause 11.1.

15. Announcements and confidentiality

The Rider will not make or permit to be made any public announcement(s) in relation to this Agreement without the prior consent of the Company nor (save as required by law) disclose to any third party and information concerning the terms or subject matter of this Agreement from the date hereof.

16. Points of contact

16.1 The principal point of contact for each party (unless the other party is notified otherwise in writing) shall be as follows:

The Company: The Event Director, The Mongol Derby 2021, Equine Adventure Racing Ltd, 14, Whitehouse Street, Bristol, BS3 4AY, Email: mongolderby@theadventurists.com

The Rider: see details of individual as set out in the Rider section of the execution page

16.2 The Rider acknowledges and agrees that they are not entitled to rely on any representation, authorisation or decision of the Company unless made by the principal point of contact (or their designated replacement) set out in clause 16.1 above.

17. Notices

17.1 The parties agree that all notices under this Agreement shall unless otherwise notified, be served on the following addresses:

For the Company: marked to the attention of The Event Director, The Mongol Derby 2021, Equine Adventure Racing Ltd, 14, Whitehouse Street, Bristol, BS3 4AY, Email: mongolderby@theadventurists.com

For the Rider: see details of individual as set out in the Rider section of the execution page

17.2 All notices shall be in writing and may be delivered personally, by email or by first class pre-paid post and shall be deemed to be properly given or served:

17.2.1 two working days after being sent to the intended recipient by pre-paid post addressed as aforesaid or, if sent by international airmail, five working days after being sent to the intended recipient; or

17.2.2 if sent by email, on receipt of confirmation of successful transmission or if not a working day the first working day thereafter.

18. Cancellation

18.1 The Company advises all riders to insure their entry fee against cancellation for medical or other unforeseen and insurable reasons such

as bereavement of a close relative. Refunds of the entry fee paid will only be available from the Company according to the following refund policy:

18.1.1 If written notice of the Rider's withdrawal from the Event is received by the Company more than 12 calendar months before the launch date of the Mongol Derby 2021 or within 28 days of first sign up a full refund of the full Entry Fee will be issued.

18.1.2 If written notice of the Rider's withdrawal from the Event is received by the Company less than 12 months before the launch date of the Mongol Derby 2021 or after 28 days of first sign up and on or before Friday 4th January 2021, 25% of the full Entry Fee shall be retained by the Company.

18.1.3 If written notice of the Rider's withdrawal from the Event is received by the Company after 4th January 2021 and before 31st March 2021, 50% of the full Entry Fee shall be retained by the Company.

18.1.4 If written notice of the Rider's withdrawal from the Event is received by the Company after 31st March 2021 and before 1st June 2021, 95% of the full Entry Fee shall be retained by the Company.

18.1.5 If written notice of the Rider's withdrawal from the Event is received by the Company on or after 1st June 2021, no amount of the Entry Fee received by the Company to that point in time shall be returned to the Rider.

18.1.6 Exemptions to the refund policy will only be made at the sole discretion of the Company and will incur an admin fee of £300.

18.2 For the avoidance of doubt any cancellation or refund of the Entry Fee under this clause 18 would not mitigate any other obligations of the Rider under this Agreement.

19. General

19.1 The granting by the Company of any time or indulgence in respect of any breach of any term of this Agreement by the Rider shall not be deemed a waiver of such breach and the waiver by the Company of any breach of any term of this Agreement by the Rider shall not prevent the subsequent enforcement of that term nor be deemed a waiver of any breach by the Company.

19.2 This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and shall supersede any prior agreements, representations or understanding between the parties, whether written or oral.

19.3 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original, but all of which when taken together shall constitute one and the same Agreement.

19.4 All rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law or otherwise.

19.5 Should any term of this Agreement be considered void or voidable under any such applicable law, then such terms shall be served or amended in such a manner as to render the remainder of this Agreement valid or enforceable.

19.6 This Agreement may only be modified or any provision waived if such modification or waiver is in writing and signed by a duly authorised representative of each party.

19.7 In respect of any date or period mentioned in any clause of this Agreement time shall be of the essence.

19.8 A person who is not a party to this Agreement shall not have any rights or remedies pursuant to it, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

19.9 Nothing in this Agreement shall be deemed to constitute a joint venture, partnership or relationship of agency or employment between the parties.

19.10 The Rider shall not be permitted to assign any of its rights or obligations under this Agreement without the prior written consent of the Company.

20. Data Protection and Confidentiality

This agreement together with Schedule 4: Data Privacy Notice sets out the basis on which any personal data the Company collects from you, or that you provide to us, will be processed by us. Please read Schedule 4 of this agreement carefully to understand our views and practices regarding your personal data and how we will treat it. The rules on processing of personal data are set out in the General Data Protection Regulation (the "GDPR").

21. Governing law

This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England with regard to any claims relating to or in connection with this Agreement.

Schedule 1

Event Manual

For the avoidance of doubt:

- any defined words contained in this Event Manual shall have the same meaning and interpretation as set out in the Rider Entry Agreement; and
- the Event Manual (including the Event Rules) will be amended and updated from time to time and it is the right of the Company to do this. All amendments and updates will be displayed in the Mongol Derby Handbook available to all Riders on the official Event website at www.mongolderby.com and it shall be the responsibility of Riders to regularly check such website in order to inform themselves of any relevant amendments and updates.
- There may be detrimental consequences for the Rider's experience of the event in Mongolia, health or even life that are not foreseeable.
- The Rider must be fully aware of the short-term and potentially long-term risks to his/her health/life of partaking in the Mongol Derby.
- The Rider must be aware that the wilderness itself presents dangers on top of those inherent to partaking in extreme sports such as horse racing, that may cause serious injury or death.
- The Rider must be aware that there are no medical facilities on the steppe, that the nearest hospital or medical facility may be hours from them should they suffer any injury and that there is a severe lack of availability of helicopters in Mongolia, meaning helicopter assistance in the case of an accident may not be available. He/she should also be aware that, should specialist care be required in the event of an accident during the Event, the medical facilities in Mongolia may not be sufficient, and a medevac to a medical centre elsewhere may be required.
- The Rider must attain the correct level of death, accident and health insurance, satisfactory evidence of which they must present to the Event Directors at least two weeks prior to the start of the pre-race training session.
- The rider must complete the Pre-Race Medical Questionnaire for the attention of our medical partner by 1st July 2021, without prejudice to clause 6.1.4.
- The Rider acknowledges the risk they undertake when entering the Mongol Derby 2021 and has read and understood clause 12 (12.1-12.7) of the Rider Agreement which deals with the acknowledgement of risk.
- The Rider accepts that safety is the paramount consideration for the Mongol Derby 2021, which is firstly an adventure and secondarily a race. The safety of the Rider, the Rider's horse and the other competitors must take priority over any competitive element to the Mongol Derby.
- In recognition of the safety elements of this event and as part of the compulsory safety precautions which Riders must adhere to, each Rider will be provided with by the Company and should carry with them at all times the satellite tracking device which has an in-built emergency activation beacon. This should only be used if the Rider or horse's health or life is at severe risk and therefore for medical or veterinary emergencies.

Refundable Deposit for transport from the racecourse Each rider will need to lodge a refundable deposit against the cost of optional transport services from the racecourse to Ulaanbaatar arranged by the Company on behalf of the Rider. The refundable amount of \$400 is payable by debit or credit card using our online payment provider by 1st July 2021.

This refundable deposit will be used if you request transport to be organised on your behalf should you require it due to a non-emergency medical situation, injury or other need to travel from the racecourse to Ulaanbaatar before the scheduled bus service for riders at the end of the race period.

The Company will endeavour to facilitate the most appropriate and cost effective transport option available but the rider acknowledges that the Company will not be responsible or liable for the transport services delivered or accept any claim for loss, damage, injury or death related to the transport services provided by the third party and accepted by the Rider.

The Company agrees to make arrangements for this transport service to facilitate a cost effective solution in a remote environment where other options may be slow or vastly more expensive. There is no obligation to accept the transport options offered in this situation.

The direct cost of the transport service will be deducted from the deposit if used by the Rider. Foreign exchange rates on the day the transport is arranged will be used to convert the cost in the locally required currency to calculate any deduction from the refundable deposit paid in British sterling (GBP). If no transport services are required the full amount will be refunded to the card used to lodge the deposit and the refund processed in the week following the end of the race.

Instalment Schedule Instalment schedules are available for the payment of the entry fee and the schedule and amounts are dependant on the date of registration and payment of the first instalment.

Paying by instalments? This is important: The percentages showing what you can reclaim refer to the full Entry Fee amount, and not the amount you have paid up to that point in instalments.

For example, if you are due 75% of the full Entry Fee back, that means we will keep the other 25% of the full price entry fee, so may retain all the instalments you have paid. If you have paid less than 25% of the full Entry Fee in instalments at the point you withdraw, then you won't be due a refund.

COVID-19: Cancellation and Postponement Policy

- Cancellation In the case that we have to cancel the event you have signed up to because of an outbreak of COVID-19 in the event destination country we will offer you:

Credit to the sum of your entry fee (minus the admin fee amount of \$300 USD)

OR

A full refund for the entry-fee amount you have paid (minus the admin fee amount of \$300 USD).

- Postponement In the case that we postpone the event due to an outbreak of COVID-19 in the event destination country to such a time that we consider safe to reschedule it to, we will offer you a free transfer to the new dates of the rescheduled event (no admin fee would be applied). If the new event dates are unsuitable for you, we will offer you:

Credit to the sum of your entry fee (minus the admin fee amount of \$300 USD)

OR

A full refund for the entry-fee amount you have paid (minus the admin fee amount of \$300 USD).

Retrospective refund request at point of event cancellation or postponement If you have pulled out of the event and are issued a refund based on our normal refund policy, and the event is later cancelled or postponed due to an outbreak of COVID-19, you will not be entitled to come back at the point of event cancellation or postponement for a full refund as you will already have ended your contract with us.

- Disinclination to travel We won't refund your entry fee if you have a disinclination to travel due to a perceived threat of COVID-19 and the event is going ahead.
- If you are infected with COVID-19 If you need to withdraw from the event because you have contracted COVID-19, a refund will

be given at the sole discretion of the company and on presentation of a medical certificate proving infection.

Immunity Certificates or other types of COVID-19 control documents You may be required to obtain an immunity certificate or some other kind of documentation to prove that you are not actively infected with COVID-19. If you are unable to travel because you do not have the correct documents relating to COVID-19, we will be unable to refund you.

- **Quarantine, health and security regulations** You may be expected to quarantine for a period of time on arrival in the event destination country. You may also be expected to do the same in your country of residence when returning from your trip. You may need to take this into consideration when planning your schedule to take part in the event. We will not issue a full refund to you if you sign up with the understanding that this, amongst other travel regulations, is a possibility, and then later decide you do not wish to comply with these regulations and so want to withdraw. These regulations are likely to become a part of post-COVID-19 travel for a little while, so please take them into consideration.
- **Regional lockdowns** If your country of residency's government prevents all travel or your residency/nationality is banned from entry into the event destination country, you can take a credit to the sum of your entry fee. You will not be entitled to a refund of your entry fee as we may not have cancelled or postponed the event in this case. (Not all nationalities and residencies will be under the same travel restrictions at the same time).
- **Regional entry restrictions** If the country in which the event is taking place introduces regional lockdown zones, we will move the location of the event if we can. If we can't do this because the lockdown zones are so restrictive we are unable to deliver a satisfactory event for you, we may cancel or postpone the event and the above rules will apply.
- **Entry Fee Credit** Credit lasts 24 months from the date it is issued. You have to use the credit within that time period - that means you have 2 years to book onto your next adventure using your credit.
- **Adventure Transfer** You can only use the transfer once unless an outbreak of COVID-19 also affects the next adventure you have transferred to.
- **Terms and conditions** If you agree to an adventure transfer or to postponed dates, you are no longer entitled to a refund of your entry fee.
- **Things might change** The pandemic is still in its early stages. We don't have a crystal ball we can peer in to to tell you what might happen next. However, what we do know is that things are changing fast, and we will update our policies as they change where relevant.

Official Charity Fundraising

The Rider acknowledges that the Company expects each rider to endeavour to raise a minimum of £1000 for charity with at least £500 being donated to the official Mongol Derby Charity, which will be announced for 2021 in due course.

Emergencies The Rider should only use the emergency beacon in the case of a medical or veterinary emergency. Instructions on how to use the emergency beacon will be available to the Rider in the Event Handbook and during the pre-race training session.

There will be a medical emergency support provided by Intrepid Medics Ltd during the Mongol Derby 2021, consisting of qualified expedition medics. The medical team will respond as fast as possible given the terrain and nature of the Mongol Derby 2021. However, the Rider must be aware, that in certain circumstances, where, for example, access across terrain is difficult, or weather is inclement, it can take many hours for the Emergency Medics to reach the injured Rider.

Consular Requests

THE RIDER MUST READ THE LIST BELOW. WHILST THIS LIST APPLIES TO UK CITIZENS, YOU SHOULD CHECK WITH YOUR OWN CONSUL AND BE AWARE OF ITS SERVICES BEFORE YOU TRAVEL

The following list has been produced by the British Foreign Office who have specifically asked us to draw your attention to this. Please note that the Company provides no warranty whatsoever as to the accuracy of the information displayed below and accepts no liability whatsoever for any loss or damage caused as a consequence of the Rider's reliance on the information below. The Rider must be aware that the British Embassy can in no way help the Rider should he/she break a law. They should not be contacted when the Rider is in

difficulty unless it is believed that the Rider is being treated illegally. To assist the Rider in determining what matters the British Foreign Office can and cannot become involved in, please take careful note of the following list.

British consular staff cannot:

- â€¢ Get you out of prison, prevent the local authorities from deporting you after your prison sentence, or interfere in criminal or civil court proceedings;
- â€¢ Help you enter a country, for example, if you do not have a visa or your passport is not valid, as we cannot interfere in another country's immigration policy or procedures;
- â€¢ Give you legal advice, investigate crimes or carry out searches for missing people, although we can give you details of people who may be able to help you in these cases, such as English-speaking lawyers;
- â€¢ Get you better treatment in hospital or prison than is given to local people;
- â€¢ Pay any bills or give you money (in very exceptional circumstances we may lend you some money, from public funds, which you will have to pay back);
- â€¢ Make travel arrangements for you, or find you work or accommodation; or
- â€¢ Make business arrangements on your behalf.

British consular staff can:

- â€¢ Issue replacement passports;
- â€¢ Provide information about transferring funds;
- â€¢ Provide appropriate help if you have suffered rape or serious assault, are a victim of other crime, or are in hospital;
- â€¢ Help people with mental illness;
- â€¢ Provide details of local lawyers, interpreters, doctors and funeral directors (see Note 1);
- â€¢ Do all we properly can to contact you within 24 hours of being told that you have been detained;
- â€¢ Offer support and help in a range of other cases, such as child abductions, death of relatives overseas, missing people and kidnapping;
- â€¢ Contact family or friends for you if you want; and
- â€¢ Make special arrangements in cases of terrorism, civil disturbances or natural disasters.

NOTE 1

Neither the Government nor the relevant British Embassy, High Commission or Consulate can make any guarantee in relation to the professional ability or character of any person or company on the above list, nor can they be held responsible in any way for you relying on any advice you are given. See the Foreign Office website for full details. <http://www.fco.gov.uk>

Schedule 2

Event Marks



Schedule 3

Event Schedule

Sunday 8th August 2021: Pre-Race Training Session and weigh-out, Ulaanbaatar, Mongolia

Monday 9th August- Tuesday 10th August 2021: Pre-Race Training Sessions with horse manager, Pre-Race Trainer and Event Director, start camp, Mongolia

Wednesday 11th August 2021: Kit Weigh-out and Mongol Derby 2021 launches.

Friday 21st August 2021: Official End of Mongol Derby 2021, last day of racing, prizegiving celebrations and finishing party

Saturday 22nd August 2021: Return to Ulaanbaatar

Sunday 10th September 2021: Final date for presenting all charitable donations to chosen charity/ies (Unless otherwise stipulated by the Company)

Schedule 4

Data Privacy Notice

Equine Adventure Racing Ltd ("the Company") are committed to protecting and respecting your privacy.

This policy (together with our [terms of use](#) and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. The rules on processing of personal data are set out in the General Data Protection Regulation (the "GDPR").

Definitions

Data controller - A controller determines the purposes and means of processing personal data.

Data processor - A processor is responsible for processing personal data on behalf of a controller.

Data subject "Natural person

Categories of data: Personal data and special categories of personal data

Personal data - The GDPR applies to "personal data" meaning any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier (as explained in Article 6 of GDPR). For example name, passport number, home address or private email address. Online identifiers include IP addresses and cookies.

Special categories personal data - The GDPR refers to sensitive personal data as "special categories of personal data" (as explained in Article 9 of GDPR). The special categories specifically include genetic data, and biometric data where processed to uniquely identify an individual. Other examples include racial and ethnic origin, sexual orientation, health data, trade union membership, political opinions, religious or philosophical beliefs.

Processing - means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Third party - means a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

Who are we? Equine Adventure Racing Ltd is the data controller. This means we decide how your personal data is processed and for what purposes. Our contact details are: 14 Whitehouse Street, Bristol, BS3 4AY UK, our email address is hq@theadventurists.com and our telephone number is +44(0)117 4223400. For all data matters contact our data representative on +44(0)117 4223400 or using the contact details for the Company above and your query will be directed to the relevant person.

The purpose(s) of processing your personal data

We use your personal data for the following purposes: In the performance of the Team Entry Agreement contract for your team participating in the event called the Mongol Derby 2021. We will use your identity, contact and previous purchase history data along with other data collected such as vehicle registration details and tshirt sizes to deliver the Mongol Derby 2021 event.

The categories of personal data concerned

With reference to the categories of personal data described in the definitions section, we process the following categories of your data:

Personal data: including identity, contact, previous purchase history, vehicle registration and ownership details, passport details, photos, profile information as entered on your team website plus next of kin and insurance policy information.

Special categories of personal data including health data, medical history and other relevant details provided by you.

What is our legal basis for processing your personal data?

Personal data (article 6 of GDPR)

Our lawful basis for processing your general personal data:

Consent of the data subject

Processing necessary for the performance of a contract with the data subject or to take steps to enter into a contract.

The data is necessary for delivering the services required for participation in the Mongol Derby 2021 in accordance with the Team Entry Agreement.

More information on lawful processing can be found on the ICO website.

Sharing your personal data We may have to share your personal data with the parties set out below for the purposes of participation in the Mongol Derby 2021.

Internal Third Parties

External Third Parties Service: Providers based inside and outside the EEA who provide payment and information technology services such as Stripe payment system. Professional advisers acting as processors including lawyers, bankers, auditors and insurers based in the EEA who provide consultancy, banking, legal, insurance and accounting services. HM Revenue & Customs, regulators and other authorities acting as processors based in the United Kingdom who require reporting of processing activities in certain circumstances. Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this

privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

How long do we keep your personal data? We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for seven years after they cease being customers for tax purposes. In some circumstances you can ask us to delete your data: see Your legal rights below for further information. In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

Providing us with your personal data We require your personal data as it is a contractual requirement of participating in the Mongol Derby 2021.

Your rights and your personal data Unless subject to an exemption under the GDPR, you have the following rights with respect to your personal data: The right to request a copy of the personal data which we hold about you; The right to request that we correct any personal data if it is found to be inaccurate or out of date; The right to request your personal data is erased where it is no longer necessary to retain such data; The right to withdraw your consent to the processing at any time, where consent was your lawful basis for processing the data; The right to request that we provide you with your personal data and where possible, to transmit that data directly to another data controller, (known as the right to data portability), (where applicable i.e. where the processing is based on consent or is necessary for the performance of a contract with the data subject and where the data controller processes the data by automated means); The right, where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing; The right to object to the processing of personal data, (where applicable i.e. where processing is based on legitimate interests (or the performance of a task in the public interest/exercise of official authority); direct marketing and processing for the purposes of scientific/historical research and statistics).

Transfer of Data Abroad We share your personal data within the League of Adventurists International Ltd. This will involve transferring your data outside the European Economic Area (EEA). Many of our external third parties are based outside the European Economic Area (EEA) so their processing of your personal data will involve a transfer of data outside the EEA. Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by implementing safeguards:

All providers and external third parties acting as data processors will be required to upload all the regulations pertaining to data and privacy as prescribed in this policy and our other documents outlining our compliance with relevant regulations.

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA. Our contact details are 14 Whitehouse Street, Bristol, BS3 4AY UK, our email address is hq@theadventurists.com and our telephone number is +44(0)117 4223400 which can be used to contact our data representative.

Automated Decision Making We do not use any form of automated decision making in our business.

Further processing If we wish to use your personal data for a new purpose, not covered by this Data Privacy Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions.

Changes to our privacy policy Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

How to make a complaint To exercise all relevant rights, queries or complaints please in the first instance contact us. Our contact details are 14 Whitehouse Street, Bristol, BS3 4AY UK, our email address is hq@theadventurists.com and our telephone number is +44(0)117 4223400 which can be used to contact our data representative.

If this does not resolve your complaint to your satisfaction, you have the right to lodge a complaint with the Information Commissioners Office on 03031231113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, England.