

Event

Datum

ADAC TOTAL Qualification Race 24h-Race Nürburgring 2019

18 – 19 May 2019

DETAILS APPLICANT

Personal details

First name	<input type="text"/>
Last name	<input type="text"/>
Company	<input type="text"/>
E-mail	<input type="text"/>
Phone	<input type="text"/>

Address

Street	<input type="text"/>
Post code	<input type="text"/>
City	<input type="text"/>
Country	<input type="text"/>

I herewith order the following services:

A || SERVICES

The acquisition and utilization of all services and products detailed below are subject to the license terms set out in section B, as well as the terms and conditions.

Service:

License to produce onboard footage

Team requiring accreditation:

Number of onboard cameras	<input type="text"/>
Teamname	<input type="text"/>
Starting Number(s)	<input type="text"/>
Contact person on site	<input type="text"/>
Mobile no.	<input type="text"/>

B || LICENCED USE

The use outlined below is the complete and only sanctioned use of the footage produced as well as all derived content and formats. All use apart from that explicitly listed and granted in this agreement, is explicitly forbidden. In case of doubt, a written permission from EMPA GmbH is to be obtained before any further use.

The licensee is obliged to take the necessary measures to ensure that the license conditions governing this agreement and all related content are observed, both during production and at all stages afterwards. In particular the licensee needs to ensure that all key stipulations of this agreement as well as the terms and conditions are made available to all personnel and companies employed in its realization, as well as (potential) recipients of the contents. Please take particular note of the terms and conditions as well as the potential sanctions in case of unlicensed use.

Exclusivity:	non-exclusive	Language:	any
Number of broadcasts:	unlimited	Term of license:	1 year from date of event

Lone licensed usage of the produced content (please choose):

<input type="checkbox"/> INTERNAL USE ONLY	<input type="checkbox"/> ONLINE USE
License territory: internal	License territory: worldwide (online)
	URLs:
	-
	-
	-

I have read the attached "General Terms and Conditions of EMPA GmbH for the acquisition of broadcast rights" and accept the mentioned conditions.

Date

Signature / Company Stamp

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LICENSOR / CONTRACT PARTNER

Granting the license for an ENG production including accreditation to the event, or delivery of the requested content constitutes agreement by EMPA. A countersigned copy of this agreement can be provided upon request. EMPA herewith confirms that it has been authorized by the original rights owner SPORTTOTAL LIVE GmbH (or its representatives) to grant the aforementioned rights and clearances as well as to perform the indicated services under this agreement.

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Managing Director Nikolaus Spaleck
Registry Court Köln HRB 90507

Bank details
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Managing Director Peter Lauterbach, Oliver Grodowski,
 Matthias Wurm
Registered Office Köln
Registry Court Koblenz HRB 88460

General Terms and Conditions of EMPA GmbH (“EMPA”) for the acquisition of broadcast rights (as of March 2019)

► Utilisation

- The produced/received film footage/graphical material shall only be used for TV-transmission. The disposal for the purpose of business is not permitted. If the licensee intends to utilise the footage for any other purpose diverging from this agreement, there has to be a renegotiation of the following rights beforehand.
- The acquisition of broadcast rights/film footage exclusively entitles the contractual partner (his agents) for the utilisation mentioned in the prior licensing agreement. Any further use and passing on to third parties of said ideas and concepts as well as their partial or total realization is prohibited shall require the express approval of EMPA. This also applies to all information concerning the TV-transmission given by the contract party.
- Except when otherwise agreed, the production of videotapes, DVDs or anything similar is excluded.

► Term of contract

Unless there is no other explicit agreement in prior licence, this contract applies only for the event of the contract description and for parts of the event as following:

- Acceptance test, free practice, preliminary round of qualifying, qualifying, warm-up, race preparations, starting grid, race, award ceremony.

► GEMA (fees imposed by the German Collecting Society)

In the event of usage of any material produced by the contractual partner, the contractual partner shall exclusively borne any cost arising from the usage of GEMA protected music.

► Liability and exclusion of liability of contract party

- In the event of nonfeasance of culpably responsibilities on the part of the contractual partner in respect of the present contract, EMPA shall be entitled to claim damages or to withdraw from the contract.
- The licensee is obliged to take the necessary measures to ensure that the license conditions governing this agreement and all related content are observed, both during production and at all stages afterwards. In particular, the licensee needs to ensure that all key stipulations of this agreement as well as the terms and conditions are made available to all personnel and companies employed in its realization, as well as (potential) recipients of the contents.

► Contractual Penalty Clause / Liability in case of claims of third parties

- The contractual partner undertakes to use the produced footage solely according to the limited purposes as set out in this agreement.
- Shall third parties claim recourse because of such a breach of the agreement, the contractual partner undertakes to satisfy these claims. The same applies to any claims for damages, which are asserted to EMPA in relation with a breach of this agreement by the contractual party.

► Liability and exclusions of liability of EMPA

- EMPA has no bearing on any dates concerning the event. Viz., EMPA has no bearing on the predefinition of the days the event takes place, the realisation of the event as well as the time schedule of the day. EMPA does not guarantee the events taking place.

► Miscellaneous

- Any amendments or supplements to the underlying contract structure shall be made in writing, which is essential especially in respect of a waiver of the obligatory formal requirement.
- All agreements of EMPA are, without exception, subject to the General Terms and Conditions of EMPA; other conditions shall not form part of the contract even if not expressly contradicted by EMPA.
- The contract based on the General Terms and Conditions shall not constitute a partnership association between the contract parties and within the meaning of §§ 705 contd. of the German Civil Code.
- Upon completion of this contract both contract parties maintain silence of all details of this contract.
- In the event of individual clauses of the General Terms and Conditions on hand being or becoming invalid, this shall not affect the validity of the contract as a whole. Any invalid clauses shall be replaced by an appropriate practical, valid clause that matches the meaning of the contract structure.
- These terms and conditions shall be governed by German law; the place of jurisdiction is Cologne.