

FIA Cross-Country Rally Sporting Regulations

**Article 1.1.7** All competitors taking part in a Championship rally must ensure that their **drivers and co-drivers** sign the driver declarations and undertakings form as attached in Appendix X.

Please print, fill in and sign the Driver Declaration on the following pages.

The completed and signed Driver Declaration must be handed to the organiser at the Administrative checks.

## DRIVER DECLARATIONS AND UNDERTAKINGS

Please fill in the Driver information **in yellow** on the 1<sup>st</sup>, 5<sup>th</sup> (signatures), 10<sup>th</sup> page (tick the **box**) and cross out the superfluous championship's name(s).

### Driver information

First Name & Last Name:

Full address:

Date of birth:

International Competition Licence Number:

Licence issued by:

I am contracted to drive / co-drive in the FIA **World and European / Middle East** Baja Cup(s) ("Championship") to be held during 2024.

### Driver declaration and undertakings

1. I declare and represent that I have read, understood and agree to the terms of this Driver Declarations and Undertakings form (hereafter the "Driver Declaration").
  2. Prior to taking part or driving in a *Competition* or *Event* I undertake to obtain, and throughout my participation in the Championship will maintain, all *Licences*, permits and/or consents as may be required by, or in connection with:
    - 2.1 any relevant National Sporting Authority requirements, regulations or safety standards ("ASN Regulations");
    - 2.2 any *FIA* requirements, regulations or safety standards ("*FIA* Regulations"); and
    - 2.3 any relevant transnational, national and/or local laws, regulations, directives and decrees passed by the government, a quasi-governmental entity or by any entity which has the same authority as the government in any applicable country or other territory, including all applicable local, state and federal laws relating to health and safety and insurance, and any industry practices, codes of practice and/or codes of conduct incorporated into any of the foregoing and all binding court orders, decrees, and any decisions and/or rulings of any competent authority that apply to a *Competition* ("*Applicable Laws*").
  3. I confirm that I have read and understood and undertake to observe and be bound by:
    - 3.1 All rules, regulations, conditions, requirements and obligations relating to any *Licence*, permit or consent referred to in clause 2; and
    - 3.2 Any applicable *FIA* Regulations as supplemented and amended from time to time including:
      - 3.2.1 The *FIA* Statutes;
      - 3.2.2 The *FIA* International Sporting Code and its *Appendices*;
      - 3.2.3 The *FIA* Code of Ethics;
      - 3.2.4 The *FIA* Judicial and Disciplinary Rules;
      - 3.2.5 Any applicable Sporting Regulations and Technical Regulations; and
    - 3.3 Any applicable *ASN* Regulations as supplemented and amended from time to time.
  4. I understand that as a condition of my participation in the Championship and in any *Event(s)* forming part of or associated with the Championship, the *FIA*, *Event Organiser*, *Event* promoter, Championship promoter, National Sporting Authority or any other relevant organisation may require that I comply with requirements, including any requirements contained in the following documents and/or training:
    - 4.1 Passholder documentation relating to Entry to an Event or provision of a pass;
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- 4.2 Briefings, handouts, leaflets, guidance, directions (including from the race director and/or stewards) and training relating to security, medical or rescue procedures (including Covid-related matters), health and safety and e-Safety;
- 4.3 Bulletins and Supplementary Regulations;
- 4.4 Terms provided by any supplier to the Championship; and

I agree to observe and be bound by all such requirements.

- 5. I undertake to make no use of the substances or methods prohibited by the *FIA Anti-Doping Regulations* and/or defined in the Prohibited List published by the World Anti-Doping Agency.

#### **Acknowledgement of Risk**

- 6. I am fully aware of, appreciate, recognise and accept the risks inherent in my attendance and/or participation in any Championship event (including races/*Competitions/Events*, official racing tests, any track or pit lane activity, and any associated activities), including the possibility of contracting or spreading communicable diseases (including Covid-19 / SARS-CoV-2) and the possibility of incidents resulting in physical and/or mental injury or death which may arise from racing or any associated activities, including motor vehicles (or parts of them) colliding with other motor vehicles or persons or property, the acts (deliberate or otherwise) or omissions of other drivers or any other personnel present at *Events*, exposure to noise, interaction with or use of high voltage or other equipment at the event and/or in any other way arising from attendance at an event. I appreciate and agree that my attendance at any Championship event shall be at my own sole risk, hazard and responsibility.

#### **Limitation of liability**

- 7. I understand and accept that the FIA, on its own behalf and on behalf of any directors, members, officers, employees, advisors, agents, consultants, representatives, successors or assigns (collectively the "Representatives") of the *FIA* and on behalf of the *Organisers*, the promoter, any National Sporting Authority(ies), *Automobile* clubs and any other organisations directly connected with an *Event* within the Championship (collectively the "Associated Bodies") together with the Representatives of the Associated Bodies:
  - 7.1 Disclaim, exclude and limit any and all liability, costs, expenses, damages, losses (including any direct, indirect or consequential losses, property damage, loss of profit, loss of reputation or goodwill, loss of agreements or contracts, loss of sales or business and all interest, penalties and legal costs) any personal or mental injury (including nervous shock, disease, disablement and death), sustained by me, howsoever caused including in relation to any:
    - 7.1.1 statements acts or omissions made by me, or the FIA or its Representatives or Associated Bodies or their Representatives;
    - 7.1.2 regulations, policies or procedures set by the FIA or its Representatives or Associated Bodies or their Representatives;
    - 7.1.3 breach of warranty or obligation under any agreement between me and the FIA or its Representatives or Associated Bodies or their Representatives; or
    - 7.1.4 any other negligence or lack of reasonable care by the FIA or its Representatives or Associated Bodies or their Representatives or me, in each case arising in connection with my participation in the Championship or attendance at Championship events, including my attendance at circuits, *Courses* or any other facilities, involvement in a race, *Competition*, test or

any other associated activities and use of or interaction with equipment including high voltage equipment; and

7.2 I agree, in consideration of the *FIA* accepting my entry to the Championship, that I waive any rights and/or claims, agree to release, hold harmless and not to sue the *FIA* and its Representatives and any Associated Bodies and their Representatives in relation to any liabilities, costs, expenses, damages and losses referred to in clause 7.1.

8. To the fullest extent permitted by *Applicable Laws*, clause 7 above shall be binding on me and my heirs and successors in title and is not limited to nor affected by any other release and/or indemnity granted by me to whomsoever.

#### **Disclaimer**

9. I understand that it is my full responsibility to comply with any obligations or duties in relation to health and safety which are placed on me under any *Applicable Laws*, *FIA Regulations* and/or *ASN Regulations*, in relation to my participation in the Championship. Neither the *FIA* nor its Representatives assume any responsibility in relation to such compliance.

10. For the avoidance of any doubt, *FIA Regulations* do not contain any advice or guidance in relation to *Applicable Laws*, and neither the *FIA* nor its Representatives make any representation or warranty that the information contained in *FIA Regulations* or *ASN Regulations* complies with *Applicable Laws*.

11. With reference to clause 6 above, I fully understand and accept that neither the *FIA* nor its Representatives make any representation or warranty, express or implied, in relation to the safety of participating in or attending Championship *Events* or *Competitions* or associated activities, to the maximum extent permissible under *Applicable Laws*.

12. I fully understand and accept that neither the *FIA* nor its Representatives make any representation or warranty, express or implied, as to the quality, suitability or fitness for purpose of:

12.1 any equipment, safety structures or facilities at any venue hosting Championship *Events* or at which I am required to attend in connection with my participation in the Championship; nor

12.2 any products that are supplied to me by any third party (aside from the *FIA*) in connection with my participation in the Championship or attendance at any Championship *Events*.

13. I am also fully aware and accept that the technology utilised in motor sport vehicles, Circuits, roads and safety technology, is at the leading edge of state of the art scientific, technical and engineering knowledge. The technology is therefore subject to ongoing change and development.

#### **Medical consent**

14. If I am injured during a Championship *Event*, I hereby expressly authorise all medical treatment, rescue operations, arrangement for my transport to hospital or other emergency measures which the personnel appointed by the *FIA* and /or the *Event Organiser* may in their absolute discretion consider necessary for my well-being and I undertake to pay all costs associated therewith.

#### **Insurance**

15. I fully understand and accept that:

15.1 The *FIA* and Associated Bodies assume no responsibility in relation to providing suitable insurance cover in relation to all of the risks arising from my participation in the Championship, unless otherwise required by local laws applying in the location of a particular *Competition*; and

15.2 The risks arising and cover required will differ depending on my particular circumstances and requirements and accordingly it is my full responsibility to take out adequate insurance cover and any other protections as may be necessary in connection with my participation in the Championship, and as may be required by *Applicable Laws*, *FIA Regulations* and *ASN Regulations* including suitable insurance cover for:

- 15.2.1 damage to or loss of my property;
- 15.2.2 any personal injury or death that I may sustain to include financial losses (for example loss of earnings and medical expenses) resulting from any injury or death; and
- 15.2.3 third party liability cover for damage, loss or injury which may be sustained by a third party (including a fellow *Driver*) arising from my participation in the Championship.

16. I confirm that I have considered and taken out adequate insurance cover and any other protections as may be necessary as referred to in clause 15 or otherwise. I undertake to maintain this cover throughout my participation in the Championship and as may be necessary thereafter to cover losses and claims arising from my participation.

### Public declarations

17. I undertake that I shall:

- 17.1 Participate in the Championship *Events* in an individual and neutral capacity and I will not make/display any political, religious and personal statements or comments, notably in violation of the general principle of neutrality promoted by the *FIA* under the terms of its Statutes, unless previously approved in writing by the *FIA*;
- 17.2 Refrain from any public declaration or comment in any form which may harm, weaken or put into disrepute the goodwill, fame, name and/or image of the Championship and the *FIA* and/or any of the Associated Bodies;
- 17.3 At all times use my best endeavours to promote and encourage support for the Championship and motor sports generally; and
- 17.4 Subject to my commitments to my team and so far as is reasonably practicable, I will make myself available to all branches of the media at all times during all *FIA* Championship Events.

### Applicable law and jurisdiction

18. I agree in relation to legal claims that:

- 18.1 This Driver Declaration and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of France; and
- 18.2 The courts of France shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Driver Declaration or its subject matter or formation.

19. I agree that any matters relating to investigation and enforcement of *FIA* Regulations are subject to the jurisdiction of the internal judicial and disciplinary bodies of the *FIA*.

### Interpretation

- 20. If any provision or part-provision of this Driver Declaration is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Driver Declaration.
- 21. In this Driver Declaration any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 22. All terms written in italic in this Driver Declaration correspond to the definitions set out in the *FIA* International Sporting Code.

## Authority

23. I confirm that I have had the opportunity to or have been advised by legal advisors in connection with my rights and responsibilities in connection with, and the implications and practical effect of agreeing to, this Driver Declaration, and fully understand and accept all the terms set out in this Driver Declaration.
24. I have the capacity, and have obtained all necessary and desirable authorisations to enable me, to execute, deliver and perform the obligations under this Driver Declaration. Subject to any general principles of law limiting obligations, my obligations under this Driver Declaration are legal, valid, binding and enforceable.

This document has been executed and takes effect as from [date]. It is understood and agreed that the terms of this Driver Declaration shall be deemed incorporated into and form part of all the contractual documents concluded between myself and the FIA in connection with my participation in the [title] Championship [year].

**Signed as a unilateral undertaking by:**

**Driver name:**

**Driver Signature:**

## Annex I – Data Protection Notice

The security of your personal data is extremely important to the Fédération Internationale de l'Automobile of 8, place de la Concorde, 75008, Paris, France (“**FIA**”, “**us**”, “**we**”, “**our**”). You may be aware of the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”), which now requires us to set out the following details regarding how we collect and use your personal data.

### Your personal data

As part of the FIA Super Licence application process and your participation in the Formula One World Championship (“**Championship**”), you may provide to us, and we may collect from you, certain personal data (as defined in applicable data privacy laws, including the GDPR (“**Privacy Laws**”)), as detailed in the table below. The table below also explains why we use your personal data, who this data is shared with and our legal grounds for using such data.

Please note that in relation to any personal data collected during the submission of this FIA Super Licence application and any personal data processed by the FIA in relation to FIA Super Licence holders in connection with the Championship, the FIA is the data controller and will handle your data in accordance with its obligations under the Privacy Laws.

Type of data	Purposes for using this data	Who is this shared with and why	What are our legal grounds for using this data
<b>Basic Information</b> , including your name, address, date of birth	<p>We use this data to administer your FIA Super Licence application and in connection with the management of the Championship more generally.</p> <p>Certain of your Basic Information may be used in conjunction with other information referred to below, in connection with the purposes described below.</p>	<p>We may share this information with FIA service providers (including Formula One Management (“<b>FOM</b>”)), for the same purposes as described in the left-hand column. We may also share this data with certain other third parties which are listed below.</p>	<p>We are entitled to use this data on the basis of our legitimate interests, namely to enable us to administer your FIA Super Licence application and to operate the Championship.</p>
<b>Biographical information including your images</b>	<p>We use this data to administer your FIA Super Licence application and in connection with the management of the Championship more generally. We may also use this information for the purpose of exploiting the rights granted to us pursuant to any separate agreement entered into with your team or otherwise.</p> <p>Certain of your Biographical Information may be used in conjunction with other information referred to below, in connection with the purposes described below.</p>	<p>We may share this information with FIA service providers (including FOM), for the same purposes as described in the left-hand column. We may also share this data with certain other third parties which are listed below.</p>	<p>We are entitled to use this data on the basis of our legitimate interests, namely to enable us to operate the Championship and promote and exploit your participation in the same.</p>
<b>Medical Information collected in accordance with Chapter 2, Appendix L to the International Sporting Code</b>	<p>The FIA uses this data for the purposes described in Chapter 2, Appendix L to the International Sporting Code, including for the purposes of determining whether the medical requirements for the issuing of the FIA Super Licence are satisfied and for medical diagnosis and</p>	<p>This data may be shared with the third parties referred to in Chapter 2, Appendix L to the International Sporting Code.</p>	<p>We are entitled to use and/or disclose this data on the basis that such use or disclosure is:</p> <p>(i) Necessary for our legitimate interests, namely to ensure that FIA Super Licence applications are administered in accordance with the International Sporting Code; and/or</p>

Type of data	Purposes for using this data	Who is this shared with and why	What are our legal grounds for using this data
	treatment in the event of an accident or intercurrent disease.		(ii) Necessary for medical diagnosis and health care or treatment on the basis of law or pursuant to a contract with a health professional who is subject to an obligation of professional secrecy.
<b>Medical Information collected following an accident during the Championship</b>	<p>This data will be used for the following purposes:</p> <ul style="list-style-type: none"> <li>(i) Your medical diagnosis and treatment.</li> <li>(ii) In connection with health and safety investigations.</li> <li>(iii) If you consent to it in Annex II, the FIA may process this data for safety research purposes within the framework of the World Accident Database (WADB). In this regard, following an accident, the FIA may submit certain accident-related data to the WADB, including Medical Information, certain Basic Information referred to above, technical data relating to your protective equipment and your vehicle and videos and/or photographs of the accident or accident site.</li> </ul>	<p>This data will be shared with:</p> <ul style="list-style-type: none"> <li>(i) External medical professionals and the providers of medical services, including the local ASN doctor present at the relevant Championship event;</li> <li>(ii) Public authorities who are conducting a health and safety investigation; and</li> <li>(iii) The third-party IT service provider who hosts and operates the WADB on behalf of the FIA and third party individual consultants and/or administrators who are involved in FIA safety research projects or who otherwise assist the FIA with administering the WADB,</li> </ul> <p>in each case, to the extent relevant for the stated purpose in the left hand column.</p>	<p>We are entitled to use and/or disclose this data on the basis that such use or disclosure is:</p> <ul style="list-style-type: none"> <li>(i) Necessary for our legitimate interests, namely treating drivers who are injured or taken ill during the Championship, co-operating with health and safety investigations following a crash; and for safety research purposes; and/or</li> <li>(ii) Necessary to protect your vital interests; and/or</li> <li>(iii) Necessary for medical diagnosis and health care or treatment on the basis of law or pursuant to a contract with a health professional who is subject to an obligation of professional secrecy; and/or</li> <li>(iv) Necessary for reasons of substantial public interest, provided for by law which is proportionate to the objective pursued, respects the essence of the right to data protection and provides for suitable and specific measures to safeguard the fundamental rights and interests of affected individuals; and/or</li> <li>(v) Necessary for the establishment, exercise or defence of legal claims; and/or</li> <li>(vi) Necessary for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) of GDPR based on law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data</li> </ul>



Type of data	Purposes for using this data	Who is this shared with and why	What are our legal grounds for using this data
<p><b>Biometric Data (comprising pulse and pulse oximetry information), collected using FIA approved Biometric Gloves</b></p>	<p>In the event of an accident during the Championship, this data will be processed for the following purposes:</p> <p>(i) Your medical diagnosis and treatment.</p> <p>(ii) In connection with health and safety investigations.</p> <p>(iii) The FIA may process this data for safety research purposes within the framework of the World Accident Database (WADB). In this regard, following an accident, the FIA may submit certain accident-related data to the WADB, including Biometric Data, Medical Information, certain Basic Information referred to above, technical data relating to your protective equipment and your vehicle and videos and/or photographs of the accident or accident site.</p>	<p>This data will be shared with:</p> <p>(i) External medical professionals and the providers of medical services, including the local ASN doctor present at the relevant Championship event.</p> <p>(ii) Public authorities who are conducting a health and safety investigation; and</p> <p>(iii) The third party IT service provider who hosts and operates the WADB on behalf of the FIA and third party individual consultants and/or administrators who are involved in FIA safety research projects or who otherwise assist the FIA with administering the WADB,</p> <p>in each case, to the extent relevant for the stated purpose in the left hand column.</p>	<p>subject.</p> <p>We are entitled to use and/or disclose this data on the basis that such use or disclosure is:</p> <p>(i) Necessary for our legitimate interests, namely treating drivers who are injured or taken ill during the Championship; and/or</p> <p>(ii) Necessary to protect your vital interests; and/or</p> <p>(iii) Necessary for medical diagnosis and health care or treatment on the basis of law or pursuant to a contract with a health professional who is subject to an obligation of professional secrecy; and/or</p> <p>(iv) Necessary for reasons of substantial public interest, provided for by law which is proportionate to the objective pursued, respects the essence of the right to data protection and provides for suitable and specific measures to safeguard the fundamental rights and interests of affected individuals; and/or</p> <p>(v) Necessary for the establishment, exercise or defence of legal claims; and/or</p> <p>(vi) Necessary for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) of GDPR based on law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.</p>

**Additional purposes**

In the future, if we need or wish to use your personal data for any other purposes, we will provide you with the

required information regarding such intended uses and if necessary, will obtain your prior consent before using your data for the relevant purpose(s).

#### **Other disclosures**

In addition to the third parties listed above, we may also be required to disclose your personal data if we are required to do so by law or pursuant to a binding regulatory request (in such circumstances, such disclosure will at all times be solely to the extent required by law or the applicable regulatory request). We may also be required to share your personal data with our professional advisors, subject in each case to strict confidentiality undertakings.

We may also share your personal data with FIA Switzerland in connection with the above stated purposes (Switzerland being recognized by the European Commission as providing adequate levels of protection for data protection).

#### **International transfers**

In addition to sharing your personal data with FIA Switzerland (as outlined above), it may also be necessary for us to share your data with other organisations or individuals who are located in countries outside of the European Economic Area (“EEA”), in each case, in connection with the processing purposes described in the above table. These countries may not have as comprehensive data protection standards as in France. In each case, the FIA will not transfer your data outside of the EEA unless it has a legal justification for doing so and where required to do so, the FIA has ensured that all adequate protections are in place in respect of the processing of such data outside of the EEA.

#### **How long do we store your personal data?**

We will retain your personal data on our systems only for as long as is strictly necessary for the purposes for which such data was originally collected (as referred to above), and thereafter for such longer period as may be required by law.

#### **Your rights**

In certain situations, you are entitled to: (i) request access to your personal data; (ii) request that we correct your personal data; (iii) request that we erase your personal data; (iv) object to processing of your personal data where we are relying on a legitimate interest; (v) request the restriction of processing of your personal data; (vi) request the transfer of your personal data to a third party; or (vii) where you have provided your consent to certain of our processing activities, you may withdraw your consent at any time (but please note that we may continue to process such personal data if we have legitimate legal grounds for doing so).

To exercise these rights please contact: [dpo@fia.com](mailto:dpo@fia.com)

Please note that you also have a right to complain to the French or Swiss Data Protection Supervisory Authority (respectively, CNIL or FDPIC) if you are concerned about the way we are handling your personal data.

## Annex II – WADB Declaration of Consent

I, the undersigned Applicant, expressly consent to the collection, use and processing of data related to myself, including personal and sensitive data (such as medical information) in relation to my involvement in a motor sport accident or incident and related ONLY to the circumstances of the accident or incident and its immediate outcome, including any injuries suffered, by an appropriately authorised person representing the FIA or the National Sporting Authority.

I, the undersigned Applicant, agree that said data may be stored electronically, even after the expiration of my licence, and may be used at any time, for the sole purpose of research in support of improving safety in motor sport competitions, during and after the validity period of my licence, on the World Motor Sport Accident Database ("WADB").

I, the undersigned Applicant, acknowledge that I have read and fully understood the WADB Guide published by the FIA, which provides for further information about such data collection and processing, including the conditions under which I may request access to my personal data, their rectification or suppression, and object, on legitimate grounds, to their processing.

By making a mark in this box  I, the undersigned Applicant confirm that I UNDERSTAND AND I ACCEPT the present WADB Declaration of Consent.