

## PARTICIPATION AGREEMENT

### 2020 PUT FOOT RALLY

#### BETWEEN:

**MOUNTAINSHAK VENTURES LLC**, a private company duly registered according to the Company Laws of Ohio, United States of America, and having its registered office at 131 E McMicken Avenue, Cincinnati, Ohio, USA (referred to herein as the "Corporation"); and

**THE CREW MEMBERS LISTED IN SCHEDULE 1** (referred to herein as "the Crew").

#### WHEREAS:

- A. The Corporation owns all rights in and to the 2020 Put Foot Rally Africa ("the Event").
- B. The Crew wishes to participate in the Event.
- C. The Corporation hereby grants the right to the Crew to participate in the Event, and by appending their signatures (digital or physical) hereto the Crew agree to participate in the Event, on the terms and conditions set out herein.

#### NOW THEREFORE IT IS AGREED AS FOLLOWS:

##### 1. DEFINITIONS

- |                                |   |
|--------------------------------|---|
| <b>"Code of Conduct"</b>       | means the Code of Conduct set out in Schedule 2 hereto;   |
| <b>"Commercial Rights"</b>     | means all rights of a commercial nature connected with the Event including but not limited to sponsorship rights, media rights, merchandising and licensing rights, ticketing rights, promotional rights and catering and hospitality rights; |
| <b>"Crew"</b>                  | means the members of the Crew participating as a team in the Event, the identities of whom are a set out in Schedule 1 hereto;  |
| <b>"Crew Member"</b>           | means any member of the Crew;   |
| <b>"Disputes Commissioner"</b> | means the independent commissioner appointed by the Corporation in accordance with clause 17.6;   |
| <b>"Entry Fee"</b>             | means the entry fee required to be paid by the Crew for an entry ticket into the Event;   |
| <b>"Event"</b>                 | means the 2020 Put Foot Rally (or such other name as designated by the Corporation as it deems fit), scheduled to be held from 14 June 2020 to 1 July;  |
| <b>"Event Handbook"</b>        | means the handbook provided to the Crew prior to the start of the Event and which set out the Event Rules and the logistics relating thereto;   |
| <b>"Event Marks"</b>           | means the trademarks and logos owned or controlled by the Corporation pertaining to the Event;  |

<b>“Event Partner”</b>	means any official partner of or to the Event as appointed by the Corporation;
<b>“Event Rules”</b>	means the rules for the Event as set out in the Event Handbook;
<b>“Official Checkpoint”</b>	means each one of the official checkpoints during the Event;
<b>“Participant Ticket”</b>	means an individual ticket for entry into the Event;
<b>“Rally Director”</b>	means the person appointed as Rally Director by the Corporation in its sole discretion;
<b>“Registration Day”</b>	means the day of registration for the Event as stipulated by the Corporation; and
<b>“Vehicle Ticket”</b>	means the entry of the vehicle into the Event as part of the entry.

## **2. AGREEMENT TO PARTICIPATE**

- 2.1 On signature hereof, each Crew Member agrees to participate in the Event subject to the terms stated herein and those set out in the Event Rules and the Code of Conduct.
- 2.2 Owing to the nature of the Event, it shall be necessary from time to time to address issues which were not foreseen and are not specifically addressed herein and the Corporation accordingly and in an effort to address such issues as quickly and effectively as possible in the best interests of the Event, reserves unto itself the right to amend the Event Rules to resolve all queries and issue directions during the Event. Such amendments may be to the route, checkpoint locations or dates of the Event, for example. The Crew will be notified of any such changes via email, via social media and via WhatsApp/sms.
- 2.3 The Corporation may delegate the rights conferred herein to any member, official or employee of the Corporation.
- 2.4 Any amendments to the Event Rules shall be final and shall become binding on the Crew upon publication and enforced as if incorporated herein.

## **3. ENTRY FEE**

The Crew will pay to the Corporation the Entry Fee when called upon to do so by written notification and after signature of this Agreement. The Corporation shall have no obligations toward the Crew until such time as the full Entry Fee is paid.

## **4. MINIMUM REQUIREMENTS FOR ENTRY AND PARTICIPATION**

- 4.1 Each Crew Member shall be 18 years of age or older, unless accompanied by a parent or guardian, as at 1 June 2020.
- 4.2 All Crew Members who drive the vehicle shall hold a valid driving license and any other licenses or permits required to undertake such permitted activities and shall provide the Corporation with certified copies of same on demand.

- 4.3 The Crew shall take out the necessary vehicle, travel, death, accident and health insurance for every Crew Member covering South Africa, Namibia, Botswana, Zambia, Malawi, Mozambique and Tanzania, and a certified copy of such insurance policies shall be provided to the Corporation upon request.
- 4.4 The Crew Members shall wear corporate clothing provided (by the Corporation) at all relevant times when attending any promotional activity or other occasion conducted in connection with the Event.
- 4.5 All Crew Members shall at all times observe and comply with all relevant laws of the country through which they are travelling at the time.
- 4.6 Crew shall provide branding spaces on the vehicles to be utilized by the Corporation, which shall include but not be limited to:
  - a) Front door driver's side in its entirety;
  - b) Front door passenger side in its entirety;
  - c) Centre of the vehicle bonnet, a space measuring no less than 800mm x 800mm; and
  - d) Vehicle wing mirrors in their entirety.
- 4.7 An inspection of the Crew's vehicle will take place on the Registration Day. The Rally Director shall retain the sole right to make known any complaints and/or reservations as to the above. If there are any complaints and/or reservations the Rally Director shall allow the Crew to rectify any said reservations to be completed a maximum of one hour before the start of the Event.
- 4.8 A Crew will only be permitted to participate using a vehicle within the criteria of the vehicle category entered. Crews arriving at the start line with the incorrect vehicle shall be disqualified from the Event.
- 4.9 A Crew will only be permitted to participate after completing registration on Registration Day. Crews failing to complete registration on Registration Day shall be disqualified from the Event.
- 4.10 All Crews will be required to check-in at each Official Checkpoint during the Event. Crews failing to check-in at an Official Checkpoint shall be disqualified from the Event.
- 4.11 Crews are required to purchase all entries by the cut-off date and time indicated on the Corporation's website and social media platforms. Failure to do so will forfeit any existing entries and the Crew will be disqualified from the Event.
- 4.12 Crew Members and/or their representatives shall expressly undertake to raise a minimum of \$50.00 each for the Corporation's chosen official charity "The Put Foot Foundation". Any amount raised thereafter may be donated to a charity of the participant's choice. Crew Members failing to raise the minimum amount of \$50.00 for the Corporation's chosen charity by 31 March 2020 may be disqualified from the Event.
- 4.13 Registration of the Crew and vehicle shall be done on a date to be determined by the Corporation, not less than one (1) calendar day before the commencement of the Event.
- 4.14 The vehicle shall be presented for final registration at the designated point on Registration Day.
- 4.15 The Crew shall produce at the registration of the vehicle, valid ownership or rental documents, proof of roadworthiness of the vehicle, vehicle tax documents as might be required and valid insurance documents.

- 4.16 The Crew shall present Participant Ticket entries for each Crew Member, and a Vehicle Ticket entry at Registration Day.
- 4.17 All Crew vehicles shall be the property of and/or registered in the name of at least one member of the Crew, and the Crew and Crew Members may only make use of a vehicle that meets the criteria of the vehicle class entered.
- 4.18 All Crew leased vehicles shall be legally contracted with all necessary documentation completed in the name of at least one member of the Crew, and the Crew and Crew Members may only make use of a vehicle that meets the criteria of the vehicle class entered.
- 4.19 Crew Members acknowledge responsibility for ensuring all required vehicle documentation, including insurance, licenses and any other required documentation have been obtained where required.

## **5 VOLUNTARY ASSUMPTION OF RISK**

- 5.1 All Crew Members acknowledge and understand that participating in the Event is a potentially dangerous activity due to the nature of the Event, including, inter alia, the physical terrain, the climate, the driving conditions, the duration of the Event and the use of vehicles over prolonged stretches. The Crew acknowledges that they are fully aware of the nature of the Event and may, during the participation of the Event, expose themselves to high degree of risk of serious bodily injury or death. By participating in the Event, the Crew Members voluntarily assume that risk.
- 5.2 The Corporation, it's officials, members, agents, employees, partners or sponsors, shall not be liable to any Crew Member for death or personal injury, damage to property or other loss or damage of any nature whatsoever suffered by any Crew Member to the fullest extent permitted under South African law.
- 5.3 The said parties shall furthermore not be liable for any consequential loss whatsoever, whether such loss be attributed to loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or reputation.
- 5.4 Each Crew Member herewith irrevocably indemnifies and holds the Corporation harmless on a joint and several basis from and against all costs and expenses including all legal costs, actions, proceedings, claims, demands and damage arising from a breach of this agreement.

## **6 BREACH, NOTICES AND DISPUTE RESOLUTION**

- 6.1 If either party breaches the terms and conditions of this Agreement, the parties shall give notice of such breach in writing either personally or by e-mail to the other party.
- 6.2 The breaching party shall have the opportunity to remedy the breach as soon as possible. In the event that the breach has not been remedied within 48 hours of notice of the breach, or the breach is incapable of being remedied in time for the Event, the non-breaching party shall be entitled to terminate this Agreement and the Crew's participation in the Event in writing, provided that, in the case of a breach on the part of the Crew or Crew Member, the Corporation shall be entitled, notwithstanding its rights of termination, to suspend the Crew or Crew Member, or impose sanctions or fines on such Crew or Crew Member as are reasonable and appropriate in the circumstances.
- 6.3 The Corporation reserves to terminate this Agreement if it no longer wishes or is no longer able to stage the Event by providing the Crews and Crew Members with 14 days notice in writing. Should the Corporation terminate the Agreement in accordance with this clause 6.3, then all funds paid

to the Corporation will be refunded to the Crew and/or Crew Members, subject to a deduction of a \$50.00 administration fee.

- 6.4 For the avoidance of doubt, a failure to comply with the minimum requirements for entry and participation set out in clause 4 and a failure to comply with the provisions of clause 15 shall be a breach of this Agreement. Any disqualification of a Crew or Crew Member as a result of such non-compliance will be subject to appeal to the Disputes Commissioner after the Event in accordance with Clause 17.
- 6.5 In the event that a Crew is disqualified from the Event, the Crew shall ensure (and each Crew Member shall procure) that:
- a) all Event Marks are removed from the participating vehicle(s);
  - b) the Crew Members shall not wear clothing featuring the Event Marks for the remainder of the Event;
  - c) the Crew and Crew Members shall not follow the Event route or arrive at any locations where participants are staying, including any Official Checkpoints; and
  - d) no Crew Member shall publish any derogatory statements about the Event in any public domain.

## **7. REFUND AND TRANSFER POLICY**

- 7.1 Subject to clause 6.3 above, payment of the Entry Fee shall be strictly non-refundable and non-deferrable.
- 7.2 Any entry may be transferred to another individual for a fee charged by the Corporation, provided that no ticket may be transferred later than 31 March 2020.
- 7.3 Any person who attempts to advertise on any platform (whether public or private) the sale of any Participant or Vehicle Ticket shall be in breach of this Agreement.
- 7.4 No person shall be entitled to create or re-sell travel packages that include participation in the Event.

## **8. CORPORATION'S REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

The Corporation represents warrants and undertakes that it is has and will continue to have, throughout the Event, full right and title and authority to enter into this Agreement and to accept and perform their obligations imposed on it in this Agreement, to organize, manage and stage the Event, that it owns or controls the Event Marks and shall take all measures it considers reasonable during the Event to protect its rights in the Event Marks from infringement by any third party.

## **9. CREW REPRESENTATIONS, WARRANTIES AND UNDERATKINGS**

- 9.1 Each Crew Member represents, warranties and undertakes on his or her own behalf, and on behalf of the Crew, that they shall not:
- a) do or say anything which brings the Event, any Event Partner, the Corporation, the Crew or any other Crew Member into disrepute;
  - b) do or say anything which undermines any of the Commercial Rights. The Crew and Crew Members acknowledge that the Company shall enter into a number of agreements with various third-party partners to maximize the Commercial Rights and accordingly the Crew and Crew Members undertake to co-operate with the Corporation and the Event Partner to

so protect the Commercial rights of the Corporation save as permitted by the rights granted to the Crew. No Crew or Crew Member shall, during the Event, directly or indirectly allow its or his or her name, image or likeness to be used in an advertising endorsement of any commercial purpose which involves a direct or indirect association with the Event or seek to exploit any connections therewith; or

c) knowingly breach the Event Rules.

## **10. INTELLECTUAL PROPERTY**

10.1 The Crew and Crew Members further acknowledge and agree that they shall not obtain any right in the intellectual property rights arising from or in relation to the Event by virtue of their entry or participation in the Event.

10.2 The Crew and Crew Members in consideration of the acceptance of the Crew's entry to participate in the Event by the Corporation, hereby acknowledge and agree that all intellectual property rights arising from and in relation to the Event, including its name, logo type, format and films and photographs of the Event, shall be exclusively invested in the Corporation.

## **11. FUNDRAISING**

11.1 The Put Foot Rally is not a charity event. While no part of the Entry Fee goes towards charity, as part of our objective to "Support Charity", the Corporation may choose a charity to support each year and shall encourage participants to raise funds to assist charitable organization(s) in accordance with the fundraising requirements set out in clause 4.12 above.

11.2 The Crew or its representatives participate in any form of fundraising in aid of, or in association with their participation in the Event for the purpose of raising funds towards a particular charity, the Crew or its representatives must be completely transparent in the process and disclose fully the amount or percentage of the money raised that they intend to donate towards charity. A minimum of 70% of funds raised must be donated to charity, unless otherwise stipulated by the donor in writing. Funds expressly raised for charity as a result of the Event must be paid to the nominated charity and must not be paid into a personal account.

11.3 The Corporation does not intend to govern any or all of the relationships between the Crew or their representatives, and any possible donors, however the Corporation reserves the right to request a detailed account of money raised and the purpose for which it was raised. The Corporation is in no way responsible for any misrepresentations made during or before the commencement of the Event by any member of any Crew or such Crew's representatives as to the purpose for which any particular amount of money was raised.

## **12 SPONSORSHIP**

12.1 Sponsorship agreements as between the Crew and/or its representatives and the sponsors themselves need to be cleared and approved by the Corporation not less than 7 calendar days before the commencement of the Event.

12.2 The Crew may only offer branding to sponsors on the Crew's vehicle and clothing strictly in accordance with paragraph 1.6 above.

## **13. MERCHANDISE**

13.1 Only the Corporation may sell or distribute official Event merchandise.

13.2 If the Crew and or its representatives should wish to sell or distribute any merchandise at or in relation to the Event, they may only do so with the express permission of the Corporation in writing.

#### **14. MEDIA**

14.1 The Crew shall permit a Crew Member to film any part of the Event, provided that they comply with reasonable directions as to filming made by the Corporation and that the film is made and used only for private (and not commercial) use. Any such film for personal use shall vest in the Crew Member creating the footage concerned, provided that the Corporation shall be entitled to use such footage on its own platforms to promote the Event at no charge if it so wishes.

14.2 The Crew and all Crew Members acknowledge that an Event of this nature relies heavily on media rights and accordingly each Crew and Crew Member consents on a royalty free basis to the use of their names, initials, nicknames, signatures, photographs, likenesses, voices, quotations, biographical details, fame and reputation, the name and photograph of the Crew's vehicle, the names and logo types of the sponsors and suppliers who appear on the vehicle and the Crew's clothing in all media and in all context for all advertising, promotion, endorsement and/or other purposes of the Corporation, the Event Partners, the Event and any other approved third parties at the discretion of the Corporation.

14.3 For the avoidance of doubt, the Crews shall have no right to approve the use of the rights licensed under clause 14.2.

#### **15 CONDUCT**

15.1 Each Crew Member agrees to abide by the Code of Conduct set out in Schedule 2 hereto. A breach of the Code of Conduct may result in disqualification from the Event.

15.2 In particular, each Crew Member accepts and acknowledges that the following conduct is regarded as a material rule of the Event to ensure the successful and safe running of the Event:

- a) A Crew vehicle shall not carry any more people as legally allowed to transport in such vehicle and provided that such Crew have entered into the terms and conditions of entry with the Corporation;
- b) A Crew may not drive before sunrise or after sunset for safety reasons. Any crew that drives before sunrise or after sunset may be disqualified from the Event at the Corporation's discretion. The Crew, and each Crew Member, agrees to indemnify the Corporation in full for any losses or claims against the Organisation arising from any accident which takes place whilst driving before sunrise or after sunset;
- c) Driving whilst consuming alcohol, or being seen to drive while consuming alcohol (whether in person or via broadcast in the public domain), is strictly not permitted and will result in the Crew being disqualified from the Event. The Crew, and each Crew Member acknowledge that such conduct is severely damaging both to the Event and the Corporation and accordingly agrees to indemnify the Corporation in full for any losses suffered by the Organisation, or damages arising from claims against the Organisation, as a result of a breach of this rule;
- d) If a Crew, or any Crew Member thereof, brings the Event or any Event Partner into disrepute (including as a result of fighting, racism, threatening or abusive conduct, cheating, breaking the law of the country visited, or causing duress to a local inhabitant), the Crew (or the Crew Member concerned) may be disqualified from the Event;

- e) A Crew Member shall not commit software or data breaches before, during or after the Event, including but not limited to hacking into the Event's digital media platforms, unlawfully collecting participant's or Event data for his or her own commercial purposes or manipulating any information accumulated, owned or stored by the Corporation;
- f) If a Crew Member posts content on any digital media platforms arising from or pertaining to the Event and such content damages the good name and reputation of the Event, he or she shall indemnify the Corporation for any losses arising as a result of the publication of such content.

## **16 ROADSIDE ASSISTANCE**

- 16.1 The Crew and Crew Members accept that the Corporation will not provide any assistance or advice to Crews during the Crew's journey from the designated starting point to the finishing point. The Crew shall be solely responsible for making all necessary preparations, including route, accommodation bookings, tour and attractions bookings and taking all safety precautions they feel necessary, obtaining all necessary insurance, clearances, visa's and authorizations to complete the Event.
- 16.2 The Crew shall be responsible for all costs incurred in the recovery of its vehicle in the event of the said vehicle breaking down or the Crew retiring from (or being disqualified from) the Event and each Member of their Crew shall jointly, severally and irrevocably indemnify the Corporation from any liability in respect of any such costs.

## **17 GENERAL**

- 17.1 This Agreement shall constitute the entire Agreement between the parties with respect to subject matter hereof and shall supersede any prior agreements, representations or understanding between the parties, whether written or oral.
- 17.2 The granting by the Corporation of any indulgence in respect of any breach of any term of this Agreement by the Crew, shall not be deemed a waiver of such breach. The waiver by the Corporation of any breach of any term of this Agreement by the Crew, shall not prevent the subsequent enforcement of that term, nor be deemed a waiver of any breach by the Corporation.
- 17.3 The Crew shall not be permitted to cede or assign any of its rights or obligations under this Agreement without the prior written consent of the Company, which consent shall not be unreasonably withheld.
- 17.4 Rights, remedies and powers conferred upon the parties herein are accumulative and shall not be deemed to be exclusive of any rights, remedies or powers now or subsequently conferred upon them by law or otherwise.
- 17.5 Dates or periods mentioned in and in terms of which the parties obliged to comply with, shall be determined and interpreted in relation to the time or period being regulated, but generally will be interpreted as being of the essence.
- 17.6 This Agreement is governed by the law of South Africa and the law governing any dispute shall be the law of South Africa, provided that, any dispute arising from a disqualification from the Event in accordance with clause 4 or 15 shall be appealed, in the first instance, to the Disputes Commissioner within 30 calendar days of the Event. The appeal shall be lodged in writing by providing written submissions to the Disputes Commissioner and the Corporation. The Corporation shall be entitled to make its own written submissions to the Disputes Commissioner within 15



calendar days of receipt of the appellant's submissions. Upon receipt of the Corporation's submissions, the Disputes Commissioner shall convene a teleconference to arrange a hearing (either in person or via videoconference) to hear the dispute in question. The Disputes Commissioner shall run the hearing in such manner as he or she deems fit (including decisions as regards admissibility of evidence), provided that he or she shall uphold the rules of natural justice in so doing. The Disputes Commissioner shall provide his or her decision in writing (with or without reasons) within 15 calendar days of the hearing of the dispute. The decision of the Disputes Commissioner shall be final and binding as regards the issues in disputes as they pertain to clauses 4 and 15.

- 17.7 Each Crew Member consents to the collection and storage by the Corporation of his or her personal information for the purposes of successfully managing and running the Event. This information shall not be shared with any third party without your consent.

**SCHEDULE 1**

**CREW MEMBERS**

I agree to be bound by the terms contained herein and the Event Rules:

Name {As per digital registration form}

Signed: {Signed Digitally}

## SCHEDULE 2

### CODE OF CONDUCT

Each participant in the Event acknowledges and accepts our "Code of Conduct" and accept full responsibility for their adventure and commit to promoting goodwill, promoting cultural awareness and tolerance. Crews agree to respect the laws, customs, traditions and people of the Southern Africa, but above all you pledge to look after our treasures: the animals, the flora and fauna and the most beautiful landscape in the world.

The Put Foot Rally is all about having fun, giving back to those less fortunate and generally having the time of your life. It is not the Event's or its participants' place to pass judgment or comment on politics, religion or the laws of the countries visited during the Event.

This Code of Conduct governs each Crew Member's participation in the Event. Each person has a duty to remember at all times that the Event and its participants are guests in each country visited, and that despite the fact that we may come from across the world, with our own approach to life, personal beliefs and values, this Event is not only about respecting each other, but more importantly respecting the people of Africa and abiding by their beliefs, their rules and ultimately their way of life.

Each participant agrees to take part in the spirit in which The Put Foot Rally is presented, envisaged and intended; to promote Africa to the world, acting as Ambassadors for "The greatest road trip adventure on the face of the Earth" while displaying a never-ending passion and energy to 'leave the world, in better shape than we found it'.

Each Crew takes responsibility for their actions and the actions of each of the Crew Members at all times which includes embracing and abiding by the following:

#### **OUR GOAL:**

- To prove that you can use any vehicle to travel across Southern Africa!
- To prove that travel across Southern Africa is Easy, Safe, Fun and Affordable!
- Giving back through awesome direct, hands-on charity work: gifting young underprivileged children with brand new school shoes and raising funds for wildlife conservation.

#### **HOW TO KEEP THE GOOD TIMES ROLLING:**

- Participate in the spirit of the Event at all times.
- Respect your fellow participants.
- Respect the right to peace and quiet of non-Put Foot Rally'ers.
- Respect the local population, their religious beliefs, customs and traditions.
- Respect government officials, civil servants and officials on duty.
- Respect and abide by the requests of the Put Foot Rally Staff.
- Remember time is not a factor. It is NOT a race.
- Keep your cool; never ever lose your temper.

#### **GAME CHANGERS – ZERO TOLERANCE POLICY:**

- Drink-driving or open alcohol in a vehicle.
- Any behavior or action that may bring the event into disrepute.
- Any damage to property.
- Breaking laws of the host country.
- Abusive behavior, including intimidation.
- Harassment of fellow participants or local population.
- Racial / Ethnical / Religious intolerance.