



PUNTAPUNTA 2023 REGULATIONS

This document is a translation of the PuntApunta 2023 regulations originally drafted in Spanish, which has been produced for the convenience of participants in the event. In the event of discrepancies between this translation of the PuntApunta 2023 Regulations and the Spanish version thereof, the Spanish version shall prevail. Participants are also advised that the language used by the organisation of the PuntApunta 2023 event to communicate with them shall be Spanish.

PuntApunta is a tourist event for motorcycle enthusiasts who want to share the experience through a tourist trip. Under no circumstances is this a race or a sporting competition, and there is no classification, prize or score.

1. PUNTAPUNTA ORGANISATION

1.1. Organiser

PuntApunta is organised by BMW Motorrad España, with registered offices at Avda. de Burgos, 118 28050 Madrid, Tax ID code A28713642 and may henceforth be referred to as "PuntApunta", "organiser", "promoter" or "STAFF".

1.2. Location, route and event

PuntApunta will take place from Sagres (Portugal) to the town of Cartagena (Murcia) (Spain), running along on different roads open to traffic, without any restrictions imposed by this PuntApunta 2023 event and under the applicable regulations regarding driving on public roads and road traffic in each country through which the event runs, in this case the Spanish and Portuguese regulations.

Under no circumstances shall any person registered be obliged to follow the tourist route offered, and may reach the parcs fermés indicated along other routes due to mechanical or physical requirements or to the registered person's own decision, or may even abandon the event. In these cases, they would NOT obtain the Finisher's stamp due to not passing the checkpoints. No sum will be reimbursed in the event of abandonment.

PuntApunta is a tourist activity, where the daily route will start in groups of 3-4 motorcycles, indicating points of interest in the road book along with refuelling locations. It will run along roads open to traffic and through towns, where you must ensure increased safety measures.

There will be a departure and arrival time for the checkpoints and the parcs fermés.

2. PUNTAPUNTA

2.1. Calendar

PuntApunta will take place from 15:00 on Tuesday 09 May 2023 to 23:59 on 13 May 2023.

2.2. Procedures

2.2.1. Participants can take part with any make of motorcycle. Motorcycles under 125 cc will not be admitted.

2.3. Inspections

In order to be duly registered, a motorcycle registration and technical inspection must be passed, which shall take place on Tuesday 09 May 2023 in Sagres Castle car park (Portugal). Failure to pass these inspections will mean you will not be admitted as a registered rider in the PuntApunta event. The following documentation must be provided at the inspections:

- MOT duly passed and up to date.
- Valid motorcycle insurance.
- Driving licence.
- Proof of payment of registration fees made in the name of the participant.
- Failure to produce any of the aforementioned documentation during the inspection process will result in the participant's registration being CANCELLED.

3. ADMISSION

3.1. Conditions for participants

PuntApunta participants must be over the age of 18 and hold a valid motorcycle licence of the class corresponding to the registered motorcycle.

The participant shall submit the relevant personal and motorcycle documentation as well as the insurance policy in force when requested by the Staff during the event inspections (as set out in 2.3).

In addition, anyone showing signs of being under the influence of alcohol or drugs and who could represent a danger to the event or to those attending it throughout its duration is excluded from taking part in the event.

Likewise, during the event, any participant may be expelled for the reasons set out in the above paragraph.

The use of approved helmets and safety materials in accordance with the regulations in force is mandatory for riders and passengers. Participants must bring their approved helmets and safety equipment.

3.2. Conditions regarding motorcycles

Participants are advised to use new tyres.

The participant must ensure the bike is in good road legal condition and in line with current law. The Organiser reserves the right to exclude any participant from PuntApunta who does not comply with such regulations.

Those involved in legal proceedings against BMW Ibérica or companies of the BMW group or against the sponsors of the event may also not participate.

On the days of the PuntApunta event, participants must show the documentation of both the motorcycle and the rider, along with its compulsory insurance, if so required by the organisation.

Each participant is solely and exclusively responsible for any type of damage that they may suffer or cause to third parties during PuntApunta, personally assuming such responsibility regardless of that corresponding to the insurance company of their vehicle. Both therefore release the event Organisation from any type of civil or criminal liability and, on expressly refusing to sign this document, to file any type of claim for these items against the Organisation.

4. REGISTRATION

4.1. Procedures

Registration is open to a maximum of 1,000 motorcycles, which will be admitted in strict order of registration and payment.

Registration shall be deemed accepted once:

- The entire registration system indicated on the event website has been followed.
- The registration form available on the website has been duly completed, along with express acceptance of the contents of this document, and the corresponding registration fee has been paid.
- The participant has received an e-mail confirming registration for PuntApunta, sent by the STAFF.
- Registration may be refused or cancelled if the event inspections are not satisfactorily passed.

The Organisation reserves the right to accept or reject a registration, particularly if the participant does not fulfil the conditions for participation referred to in paragraph 3 above.

All registrations accepted by the Organisation are definitive in nature and no right to cancellation is accepted except in cases of force majeure. Therefore, failure to turn up at the start of the event means the full loss of the registration fees paid, with no right to reimbursement.

4.2. Cancellation policy

Any definitive registration may be cancelled for reasons of force majeure or severity by sending confirmed notification of such to the Organisation by way of an official certificate demonstrating the impossibility of attending or taking part in the event. The cancellation policy is structured around the following terms and effects:

- Cancellations made prior to 15 March 2023 will be entitled to a 100% refund on registration fees, except for €25 for dossier and banking expenses.
- Cancellations made between 15 March 2023 and 01 April 2023 will receive a 50% refund on registration fees.
- Cancellations made between 01 April and 09 April 2023 will receive a 20% refund on registration fees.
- Cancellations made after 09 April 2023 will NOT be entitled to any refund.

4.3. Registration fees and prices

The prices to be applied in the 2023 edition are:

- MOTORCYCLE + RIDER: **€265** (including VAT)
- PASSENGER: **€120** (including VAT)
- ROAD BOOK IN ROLL FORMAT: **€25** (including VAT)

4.3.1. Registration fees include

- Participation in the puntApunta 2023 event.
- STAFF support throughout the event.
- 1 entry to the end of event cocktail party on May 13.
- 4 lunch tickets on route.
- Event passport and numbers, one per motorcycle.
- Digital road book. If you want to receive it in paper roll format, you must accept the €25.00 surcharge and select this format at the time of registration (see Digital RB specifications on the event website).
- Emergency mechanical assistance on arrival (minor repairs on site, if possible).
- Welcome pack with event merchandising:
 1. Event T-shirt
 2. Event neck gaiter
 3. Event bottle
 4. Event cocktail party bracelet
 5. Event gym sack
 6. Sponsor promotions
- 20% discount voucher on the purchase of motorcycle or rider equipment at participating BMW Motorrad dealers (one purchase). Purchases must be made before 31 May 2023.
- €30 discount voucher on the purchase of Dunlop tyres from participating BMW Motorrad dealers. Purchases must be made before 31 May 2023.
- Right to the finisher stamps, if all the checkpoint stamps are obtained correctly.
- Public liability insurance of the organisation.
- Entry to the parcs fermés.

4.3.2. Registration fees do NOT include

- Fuel for the bike.
- Physical Road Book
- Accommodation during the event, unless you book accommodation on our website at the time of registration.
- Road book holder, tablet or transparent document pocket.
- Lunches, breakfasts, dinners. (except those indicated in point 4.3.1)
- Motorcycle tyres (The registered participant is solely responsible for their good condition).
- Motorcycle breakdowns.
- Transfer or collection of broken-down motorcycles.
- Road traffic offences during the event.
- The cost of spare parts replaced in the emergency technical assistance tent.
- Repairs that cannot be carried out in the emergency technical assistance tent and that are referred to BMW Motorrad dealers
- Anything that is not expressly included in point 4.3.1.

5. PAYMENT

According to the payment system indicated on the official website of the event.

6. FORCE MAJEURE

The Organiser reserves the right to postpone, suspend or cancel the PuntApunta event for reasons of force majeure.

Reasons of force majeure are those circumstances beyond the control of the Organisation due to adverse weather situations that could lead to a lack of

event safety, such as storms, snow, fog, etc. In such cases, participants will not be entitled to any compensation.

Force majeure shall likewise be understood as those determined by the competent road traffic authorities of the countries through which it runs, in addition to the restrictions established by the health authorities as a result of COVID or any other similar circumstance.

7. MOTORCYCLES

The motorcycles used at the event are those with which the participants themselves register.

They must be in correct working order, over 125 cc, and be in possession of all the documentation set out in section 2.3 of this document.

8. RESPONSIBILITY

Participants registers together with their motorcycle in the tourist event PuntApunta 2023 at their own expense and risk. Participants are responsible for ensuring sufficient physical fitness to be able to cope with the routes of PuntApunta 2023.

They acknowledge that both the trips to be made on roads open to traffic and the different weather situations that may arise during the event could lead to a series of risks, which they assume and accept by signing this document.

They understand and agree that, during all refuelling, rest, sightseeing or stamping stops and parking, the safety of the vehicle and its accessories is the sole responsibility of the vehicle owner.

Consequently, both the participants themselves or their heirs or potential beneficiaries expressly waive any claim to BMW Ibérica and to the management of the puntApunta 2023 event for damages and losses of any nature that may be caused or suffered as a result of taking part in the puntApunta 2023 event.

In the event of any type of accident, they shall be assisted by the public or private health services of Spain or Portugal, at their free choice or at the discretion of the person assisting them at the site of the accident, charged to the participant's insurance company or personal health card.

The Organiser's responsibility is limited solely to the organisation of the puntApunta 2023 event.

9. RULES OF CONDUCT

During PuntApunta 2023, the regulations of each component authority governing the use of motor vehicles on roads open to traffic must be respected at all times, and those registered must ensure they behave correctly, each one being solely and personally responsible for their driving.

Participants are responsible for complying with the specific health regulations that apply in the different regions through which the route runs, especially in terms of access, movement, permanence, etc.

Any participant may be expelled and permanently removed from the event who:

- Repeatedly ignores the applicable traffic regulations.
- Endangers other participants, themselves or third parties.
- Seriously alters the normal course of the event.

In these cases, expelled participants will not be entitled to any refund.

10. ASSIGNMENT OF IMAGE

Participants are informed that the event will be attended by photographers and camera operators to cover it, who will remain visible and easily identifiable at all times. If you pose for photographs or remain within the shot of the cameras, you consent to such photographs/videos being taken, assigning your image rights to BMW Ibérica S.A. and authorising the distribution of the images to promote the event, in printed magazines, electronic media, websites, apps, and the social networks of BMW Ibérica S.A.

Where the assignment and processing described in the above paragraph are not authorised, participants must stay away from the recording and photography areas. For additional security, please inform the event Organisation and you will be given a red sticker to indicate that you do not want to appear in the photos/videos.

Failure to authorise the use of the images under the terms set out above shall not constitute an obstacle to entering or participating in the event.

11. PREFERENTIAL REGISTRATION

Participation in PuntApunta 2023 will give the interested party a right to preferential registration for the next edition of PuntApunta 2024. Participants will be contacted by the Organisation to exercise their right to preferential registration before said event is held.

12. BASIC DATA PROTECTION INFORMATION

The controller is BMW Ibérica, S.A. ("BMW Ibérica"), with registered offices at Avda. de Burgos 118, 28050 Madrid.

Your data will be processed for the following purposes:

- To manage participation in the PuntApunta 2023 event.
- To conduct a fully voluntary opinion survey on the care received and its quality.
- Where you have given authorisation for your photograph to be taken, to publicise the event in which you are participating.
- Where participants consent by ticking the corresponding box provided for this purpose on the registration form, their contact details may be used to send them promotional communications.

BMW Ibérica processes personal data on the basis of (I) the existence of a legal relationship with the participant based on acceptance of these regulations; (II) the lawful interest in improving the organisation of this event through the opinion of participants, and (III) their consent. Participants may withdraw their consent at any time by contacting BMW at the postal and e-mail address set out in this clause.

The data may be accessed by the BMW Ibérica team participating in the organisation of the event and by the entities assisting in its management, processors, and those involved in participant assistance work, the receipt of registrations, technical support, etc.

Participants may exercise their rights of access, rectification, erasure, restricted processing and objection to processing, as well as other rights recognised by the applicable data protection regulations, by contacting BMW Ibérica, S.A. by post at the above address or by e-mail at: clientes@bmw.es

BMW Ibérica, S.A. has appointed a Data Protection Officer who is available to address any doubts or queries at dppo.iberica@bmw.es

For further information on the data processing conducted by BMW Ibérica, please read to its Privacy Policy at:

bmw-motorrad.es/es/public-pool/content-pool/privacy.html

Where Participants include data from a third party in any of the forms to be completed, or provide the Organisation with it by other means, they must be informed of the provisions of this clause and asked for prior authorisation to make such communication to BMW.

13. APPLICABLE LAW / JURISDICTION

Registration for this event and the conditions for participation therein are subject to Spanish law. The courts of the City of Madrid have jurisdiction to settle disputes relating to the interpreting or application of these Terms, and the participant expressly waives any other local law that may apply.

14. FINAL ORDER

Where any provision of these Terms is deemed invalid or unenforceable, it shall be considered null and void and shall not invalidate the remaining provisions.

Madrid, 22 February 2023