



## ADVENTURE RAIDS REGULATIONS

1. **Registration** – To take part to the raid it is necessary to send the application form, completely filled in and signed, and the payment on account, as for each raid details, to TOM42 s.r.l.
2. **Payments** – Participants have to made payments on account and on balance within the fixed date, specified in each application form. Otherwise the Organization reserves all rights to delete the participant from the raid.
3. **Documents** – To take part to the raid participants must send all documents required by the Organization, filled in and signed. Otherwise the Organization reserves all rights to delete the participant from the raid.
4. **Assurance Coverage** – Tom42 s.r.l. has also stipulated an assistance contract which include, in case of accident or illness of the participant during the travel, to the condition and with the limitation previewed in the policy, one series of services including; a) *repatriation in case of accident or illness*; b) *companion in case of sanitary transportation*; c) *expenses reimbursement for assistance of the patient*; d) *reimbursement for medical, pharmaceutical and hospital expenses on the place*. It is specified that at the departure time each participant will receive an extract containing the generalcondition and particulars of the foretold insurance policy Europ Assistance. We recommend to read carefully the clause regarding the territorial extension To the senses of the art.21 of the D. Lgs n. 111/95. it has been instituted a Guarantee Fund at thePrime Minister's Office. All the travellers can have use of the Fund in case of insolvency or failure of Tom42 s.r.l. for the reimbursement of the participation quote and expenses necessary to the repatriation in case of travel to a foreign country. The modalities of operation of the Guarantee Fund are established by a "Decreto del Presidente del Consiglio dei Ministri" at the senses of the art. 21 n.5 of D.Lgs 111/95.
5. **Optional Assurances** – The participants, making expressed demand at the moment of registration, will be able to use the following additional guarantees: cancellation raid, supplement for medical expenses, travel accidents, liability towards thirds party, juridical protection. For the accidents policy, are insurable only residents in Italy who are less than 75 years old. Exemptions are previewed.
6. **Means and responsibilities** – It is required to participants that use their own means to grant for efficiency and to make themselves acquainted with the documents required in the country of the raid and to make all documents available. Organization reserves all rights to delete the participant from the raid due to missing/wrong documents and/or means not in good conditions, in the Organization's judgement. For the motorbike raid, participants have to wear suitable clothes. Each participant is responsible for damages to the used means caused by himself or by others. Participant declares starting now, that the Organization is not responsible for damages to third part and to other people. Beside that participant declares that will not ask the organization for any compensation for damages suffered during the raid.
7. **Cancellation** – If the raid will not be led due to Organization's decision or to causes beyond control or problems not related to the Organization's will, the amount already paid will be fully sent back to participants with no other organization's fuful. Beside Tom42 can cancel the raid if the minimum number of participants needed, in Organization's judgement, will not be achieved. In that case Organization assures that participants will be informed at least within ten days before departure date and will receive back the total amount paid.
8. **Variation** – In case of partial or rilevant variations in the program, organization has to refund for damage except for problems not related to the Organization's will. Atmospheric conditions, natural calamities, covering with sand, mechanical problems, unforeseeable problems on the route, civil and military actions, strikes, delays or cancellation in trasport are to be considered beyond Organization control. Organization's people can make changes on the route and the program but additional expences will not be refund to participants as well as the amount of services that will not be availed of. Participant declares to accept all changes in the program and not to ask for any kind of refund. Participants that decide to leave the group of the raid keep on themselves all risk related and will not have nothing to pretend from the Organization.
9. **Contract release or transfer**– Participants that will not able to take part to the raid will be refunded with the following penalties: 10% less on the total amount within 45 days before raid departure date; 25% less on the total amount within 30 days before raid departur date; 80% less on the total amount within 15 days before raid departur date. No refund will be agreed within less than 15 days before departure date or in case participant will not attend the raid due to problems related to personal documents and means. Each participant is allowed to transfer the contract to other, with the required qualifications, after the Organization's consent. This should be communicated to the Organization via fax within at least 15 days before deparure date.
10. **Behaviour and responsibility** – Each participants grants to follow the Staff instructions, to collaborate, to respect usages and traditions of the Country that gives hospitality, to have good behaviours and to drive carefully, to give up personal's right on films and photographs for promotions and publicity purposes with nothing to claim and pretend. Organization is not responsible for accidents due to careless or bad behaviour of participants.

11. **Responsability** – The raid regulation is under the law n° 1084 dated December, 27<sup>th</sup> 1977 coming from the confirmation and execution of the International Convention (CCV) signed in Brussels on April, 23<sup>rd</sup> 1970 and under the law by decree n° 111 dated March, 17<sup>th</sup> 1995 coming from the CEE Directive n° 90/314 dated June, 13<sup>th</sup> 1990. All Organization's responsibilities are as for the above mentioned legal limits and can never exceed these.
12. **Claims** – All problems that may arise during the raid should be immediately communicated to the Staff that lead the raid in order to take care of it. Anyway claims must be sent through registered letter with delivery receipt to TOM42 s.r.l. within 10 working days from the raid end date. Claims' evaluation will be done referring to texts in the Italian language.
13. **Court of Justice** - All disputes and differences, which may arise from the present Contract or in connection with the same, are to be referred to the Court of Justice of La Spezia. The official language of this agreement is Italian.