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2021 Yamaha R3 *bLU cRU* European Cup APPLICATION FORM

All the information provided by the riders will be used for registration purposes only. By registering for this Cup and signing the registration form, the rider agrees with the Terms & Conditions and authorizes Yamaha Motor Europe and JiR to use the information provided.

Send to: R3cup.Europe@yamaha-racing.com

Personal Details

First Name:	Surname:
Address:	
City:	Zip Code:
Country :	
Date of Birth :	Place :
Mobile Telephone no:	FIM License No:
E-mail:	
Rider Number: #	
Clothing Size (Yamaha Paddock Blue T-shirt & Hoody will be provided to you): XXS <input type="checkbox"/> XS <input type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> L <input type="checkbox"/> XL <input type="checkbox"/>	
Helmet size: XS <input type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> L <input type="checkbox"/> XL <input type="checkbox"/>	Leather suit size: XXS <input type="checkbox"/> XS <input type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> L <input type="checkbox"/> XL <input type="checkbox"/>
Boots size: 37 <input type="checkbox"/> 38 <input type="checkbox"/> 39 <input type="checkbox"/> 40 <input type="checkbox"/> 41 <input type="checkbox"/> 42 <input type="checkbox"/> 43 <input type="checkbox"/> 44 <input type="checkbox"/>	Gloves size: XXS <input type="checkbox"/> XS <input type="checkbox"/> S <input type="checkbox"/> M <input type="checkbox"/> L <input type="checkbox"/> XL <input type="checkbox"/>
Rider Signature:	1) Parent/ Legal Tutor Signature:
	2) Parent Legal Tutor Signature:
Main Career results:	



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TERMS AND CONDITIONS

1. Parties involved in Yamaha R3 *bLU cRU* European Cup 2021

- a) Yamaha Motor Europe N.V., (hereinafter referred to as "YME");
- b) Fédération Internationale de Motocyclisme Europe (hereinafter referred to as "FIM E");
- c) Dorna Sports, S.L. (hereinafter referred to as "Dorna");
- d) JiR Organization (hereinafter referred to as "JiR").

2. Involvement of parties

- a) YME sets the structure and rules for the "Yamaha R3 *bLU cRU* European Cup " (hereinafter referred to as the "Cup") and is responsible for managing the marketing and promotional rights of the "Cup" and is in charge of the interaction between the stakeholders involved in the "Cup";
- b) FIME represents the national motorcycle federations and adopts licensing regulations that are applicable to the "Cup" events. It is the responsibility of the rider to obtain all required licenses through the national federation;
- c) Dorna is the organizer of World Superbike Championship manages the television rights for the "Cup" (including fuel, tires and insurance). Dorna is the stakeholder which establishes direct contact with FIM E regarding the World Superbike Championship;
- d) JiR Organization is in charge of the racing operations managing the activities in and out of the track in straight contact with YME.

3. Structure of the Cup

- a) World SBK Championship;

The "Cup" will be part in the 6 EU rounds (12 races) of the FIM World Superbike Championship. *Program: **Friday** → n.1 sessions of 30 min. each n.1 qualify practice of 30 min.- **Saturday** → and race 1 (60Km max – 10/11 laps) - **Saturday** → and race 2 (60Km max – 10/11 laps). *Provisional schedule, subject to Dorna organizer further update;

- b) A dedicated technical village will be created by the JiR Organization;
- c) The Organizer will provide own technicians to support the rider during the race weekend.
- d) The Rider must provided one caretaker or can bring a personal technician.
- e) The riders that are part of the "Cup" will have support from YME and will take part in Yamaha's dedicated youth support program called the "*bLU cRU*" program. Riders in the "Cup" will enjoy dedicated benefits as set out in clause 6 below.



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4. Participation requirements

- a) The participation in the “Cup” is restricted to a total of thirty-six (36) riders born between 2009 (12 years by march) to 2001 (20 years) plus two (2) wild cards per event;
- b) The registration riders in the “Cup” will be confirmed by the YME Racing Committee;
- c) The rider must be fully licensed by FIM E and race with a Yamaha YZF-R3 managed by JiR in the “Cup”. Licenses for riders are issued only with the permission of their own federation with respect to the minimum age and if in force, to the maximum age as mentioned in the specialized sporting rules. The limit for the minimum age (12) starts on the date of the rider's birthday and the limit for, the maximum age (20) finish at the end of the year in which the maximum age has been reached;
- d) The rider participating in the “Cup” must use the “Cup” bike livery and layout for riding gear, both provided by YME - JiR, from the start of the “Cup” and throughout the season, attachment 1 and 2;
- e) The selected riders are obliged to attend the “Cup”, unless prevented as a result of force majeure (such as injury, severe health problems).

5. Registration instructions

- a) To register for participation in the “Cup”, the rider must fill in the complete registration form and send it to R3cup.Europe@yamaha-racing.com
- b) In order to be considered valid, the registration form needs to be signed by both the rider and both rider's parents or legal guardians in the event of a minor rider;
- c) The rider will receive a confirmation e-mail from YME-JiR confirming the rider's registration. Before receipt of such e-mail, the rider's registration will not be considered confirmed;
- d) All the information provided by the rider must be complete and correct and will be verified by YME. YME reserves the right to exclude a rider from participation in the “Cup” at any time if it is found that the information provided by the rider is incomplete and/or incorrect.

6. “Cup” rider benefits

- a) Each rider in the “Cup” will be provided in use a racing kit by JiR, The racing kit will include:
 - YZF-R3 racing Cup specification
 - (Ohlins - cartridge and rear shock - Slipper clutch, Akrapovich exhaust system, ECU with dedicated map, Data acquisition 2D, Pirelli (slick tyres – 3 set tires), Fuel)
 - N° 1 Helmet
 - N° 1 Leather Suit
 - N° 1 Gloves
 - N° 1 Boots pair
 - N° 1 Jacket



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- N° 2 Hoody
 - N° 4 T-shirt
 - N° 1 Backpack
 - N° 1 bLU cRU water bottle
 - N° 1 Sunglass
 - N° 1 Ice key Device
- b) Pre-season test (one day);
- c) Race related information
The rider will receive information regarding track analysis, bike set-up and riding school support;
- d) Race service on track
The Yamaha “Cup” will be a fully supported series, with riders provided with a race-ready Yamaha YZF-R3, a full riding package including Pirelli tires, fuel, coaching and technical assistance;
- e) Branding visual support
YME will provide the riders with all required information regarding visual identity (attachment 1, attachment 2, attachment 3, attachment 4), Leather suit, logo package (the use of which by the riders shall be mandatory);
- f) Yamaha Hospitality
A hospitality tent will be available at every round with food and beverages for the rider;
- g) **“Cup” Success Fee**

1) Per Race – Overall

Sponsor / Pole position
Sponsor / Overall race 1 and race 2 - Podium top 3
Sponsor / Under 16 - Podium top 3
Sponsor / Over - Podium top 3
Sponsor / Woman podium top 3
Sponsor / Team - Podium top 1
Yamalube Nations / DBs Ranking - Podium top 3
Sponsor / Best Technician - Podium top 1

2) Final Ranking

1st pos. WSSP 300 place 2022 *

2nd pos. One WSSP300 wild card event plus 50% discount for R3 bLU cRU European Cup registration 2022

3rd pos. Discount of 50% fee for R3 bLU cRU European Cup 2022

*The winner (15 age minimum) will have a place on the WSSP300 *bLU cRU* team to get a part of the 2022 world championship with YME support.

In case the winner of the “Cup” won’t be able to enter the WorldSSP 300 Championship for the 2022 season, YME will have the liberty to select or not another “Cup” rider.



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7. "Cup" 2021 participation conditions

The rider participating in the "Cup" will have to follow the instructions and rules of YME and FIM Europe through JiR Organization on track.

8. Costs

All the participation costs of the "Cup" inherent to the participation of a rider in the "Cup" series, will be borne by the rider, including but not limited to costs: registration fee € 27.900# (twenty-seven thousand – 9 hundred /euro) attachment 5; insurance, FIME licensing fee, traveling, accommodations and the cost to repair the bike in case of fall down, rider apparel must be replaced as well in case will be no usable.

9. Insurance

- a) Being insured for "Cup" is a responsibility of each national federation and FIME;
- b) The indemnity and liability clauses are set by the insurance policy included in the FIME and national federation licenses and apply;
- c) The rider acknowledges and accepts the risks and hazards resulting from participation in the "Cup". JiR and YME/YMC and/or its branches are excluded from any liability in case of any accidents and/or events that causes any injury, permanent disability, death or damages.

10. Cancellation of events

For any reason, and without prior notice, YME and JiR reserves the right to at its own discretion and at any time change or cancel, in whole or in part, (the Terms and Conditions) the "Cup".

11. Right of first refusal

Rider shall grant to YME the right of first refusal for the 2022 race season in the WorldSSP300 class, which right shall lapse after 15th October 2021 or before as described in the following: If the rider receives a proposal from another manufacturer or team before 15th October 2021 he may forward it to YME and YME has the right for 14 days after receiving such proposal to at least match this proposal. In case YME does not match or better the other proposal the rider has the right to accept the other proposal.

12. Image rights

By registering for the Cup and signing the registration form, the rider grants or procures the grant, free of charge from 01st October 2020 and without limitation in time for historical purposes for materials made prior to 31st December 2021 and without limitation in time or territory, to YME the exclusive right to use rider's name, rider's personal racing number design(s), signature, initials, likeness, including photographed portraits, film, video, CD-/DVD-ROM and any other footage or comments by electronic means of rider, and comments and opinions, in connection with advertisements, promotional activities and the sale of motorcycles and other products manufactured and/or sold by YME.



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13. Term

This Agreement shall come into effect on 1st of October 2020 and shall automatically expire on 31st December 2021 without the notification of either YME and JiR or rider being required.

14. Applicable law

- a) By registering for the “Cup” and signing the registration form, the rider agrees with the Terms & Conditions;
- b) Any others topics not included in the Terms and Conditions are regulated by the Yamaha R3 bLU cRU Europe Cup sportive regulations;
- c) The rider agrees that any disputes in connection to (participation in) the “Cup”, including the use of the information provided by the rider to YME, shall be resolved by the competent court of Amsterdam, the Netherlands.

Date:

Location:

Rider name and signature:

1) Parent/Legal guardian signature:

2) Parent/Legal guardian signature:

Copy of Identity documents of the riders, 1) Parents/Legal guardian 2) Parents/Legal guardian must be attached/send to the registration form.



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ATTACHMENT 1 – BIKE LIVERY



Note: Bike livery could be updated by organization



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ATTACHMENT 2 – LEATHER SUITE DESIGN



Note: Leather Suit design and model could be updated by organization



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ATTACHMENT 3 – HELMET AND BOOTS



Note: Helmet and Boots design and model could be updated by organization



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ATTACHMENT 4 – PADDOCK BLU APPAREL



Note: Paddock blu apparel design and model could be updated by organization



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ATTACHMENT 5 – REGISTRATION FEE

2021 Yamaha R3 *bLU cRU* European Cup

Euro 27.900# (twenty-seven thousand – 9 hundred /euro)

1 st Settlement Euro #2.790#	(registration fee confirmation),
2 nd Settlement Euro #2.790#	(monthly fee after registration),
3 rd Settlement Euro #2.790#	(within 20 th January 2021),
4 th Settlement Euro #2.790#	(within 20 th February 2021),
5 th Settlement Euro #2.790#	(within 20 th March 2021),
6 th Settlement Euro #2.790#	(within 20 th April 2021),
7 th Settlement Euro #2.790#	(within 20 th May 2021),
8 th Settlement Euro #2.790#	(within 20 th June 2021),
9 th Settlement Euro #2.790#	(within 20 th July 2021),
10 th Settlement Euro #2.790#	(within 20 th August 2021).

Bank info:

Société de Banque Monaco
Bank code : 12098
Agency code : 04124
BIC : SD BM MC M2
Swift code : NORD FR PP
RIB : 74
Account number : 17 300 600 200
Domiciliation : Monte Carlo
Name : Montiron Gianluca – JiR
Iban : MC58 1209 8041 2417 3006 0020 074
Currency : Euro



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Yamaha R3 *BLU cRU* European Cup (hereinafter referred to as the “Cup”)

Privacy Statement

Yamaha Motor Europe N.V., its branch offices, and related affiliates (further also referred to as Yamaha, we, us/our) and JiR organization finds your privacy important. When you register for the “Cup” (further also referred to as the event) and/or participate in any of the “Cup” activities, it is important to us to process your personal data carefully and securely in a transparent manner.

1. Who processes your personal data for the “Cup”?

In the context of the “Cup”, we and our European distributors, specifically also our distributor located in your country, will process your personal data as joint data controllers under the applicable data protection rules. This means that we jointly determine the purposes and the means of their data processing activities in relation to the “Cup”. The national distributor of YME in your country is in charge of local communications and maintaining direct contact with Riders and/or their Legal Guardians.

In this Yamaha “Cup” Privacy Statement, we inform you on the processing of your personal data processed by us in the context of the “Cup” by Yamaha. Please [let us know](#) [link to contact details at bottom of page] if you have any questions in this regard. For the processing of your personal data in the context of visiting our website, e.g. for filling out the Registration Form for the “Cup”, please also be referred to this Privacy Policy for our racing events [link to the to be updated version of this document] and Cookie Policy [link].

2. To whom does this “Cup” Cup Privacy Statement apply?

In the context of our “Cup”, we process personal data of the following categories of persons:

- I. Riders: children of the age 12 - 20 participating in the “Cup”.
- II. Legal Guardians: parents and/or legal representatives of the Rider.
- III. Other parties: other persons involved in the “Cup” activities, such as the contact persons of other parties involved with the organization of the event and the persons that attend the event.

3. How do we obtain your personal data?

In the context of our “Cup” activities, we may obtain your personal data from the various sources, displayed below.

1. (Other) Riders or (other) Legal Guardians.
2. Business partners/contacts of Yamaha involved with the “Cup”.
3. Third parties engaged by Yamaha in the context of the “Cup”.
4. Other parties involved with the “Cup”.
5. The internet (incl. social media) for as far as allowed under the applicable privacy law.
6. Governmental authorities e.g. in case of an investigation.
7. Other third parties in incidental cases.

4. Why do we process your personal data?



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We process your information for the following purposes:

1. For registration purposes, to process and confirm the Rider's participation to the "Cup".
2. For administrative purposes, to enable you to participate with/attend to/be involved with the organization of any "Cup" activities.
3. To maintain contact with you regarding the "Cup" activities you registered for or are otherwise involved in.
4. To contact you in case of emergencies (e.g. motor accident).
5. To comply with our legal obligations.
6. To improve the quality of our services in the context of and your experiences of the "Cup" activities.
7. To inform you on upcoming similar events.
8. Prevention and handling of disputes and other legal matters.
9. Monitoring/ensuring compliance with the event requirements and regulations and statutory obligations.
10. To publicly promote the Yamaha R3 bLU cRU European Cup.

In the context of the "Cup", no form of automated decision making - including profiling - is used by us.

5. What personal data do we process about you?

If you are involved with the "Cup", we may process the following information about you, for the purposes detailed below.

Category of personal data	Related purpose for processing <i>(refers to numbers in section 3)</i>		
	Riders	Legal Guardians	Other parties
Full name	1-2, 5-6, 8-10	1-9	2-9
Postal address (work and/or private)	1-2, 5-6, 8-9	X	2-3, 5-9
Email address	X	1-3, 5-9	2-3, 5-9
Mobile phone number	X	1-6, 8-9	2-6, 8-9
Job title and other work details	X	X	2-9
Age	1-2, 5-6, 8-9	X	X
Type of identification document	X	1-2, 8-9	X
Nationality and spoken language	1-2, 5-6, 8-9	X	X
Race number	1-2, 5-6, 8-9	X	X



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Clothing/riding gear sizes	1-2, 5-6, 8-9	X	X
Whether the Rider is fully licensed by his national federation and is racing in a championship in a European country	1-2, 5-6, 8-9	X	X
The performance of the Rider during the event	1-2, 5-6, 8-10	X	X
Information on the Rider's Legal Guardian	1-2, 5-6, 8-9	X	X
Information on the Legal Guardian's Rider	X	1-9	X
Other information provided by the subject in communications with Yamaha	1-2, 5-6, 8-9	1-9	2-9

6. Legal ground for using your personal data

We process your personal data only if this is allowed under one of the legal processing grounds. In the context of the "Cup", we rely on one of the following legal grounds for the processing of your information:

5. **Performance of a contract.** Processing is necessary for the performance of a contract to which you are a party or to take steps at your request prior to entering into a contract. This ground may apply to the processing of the personal data of a contractor engaged by us and for allowing Riders to participate in the competition.
6. **Legitimate interests.** Processing is necessary for our purposes for processing your personal data as mentioned above or for other legitimate interests pursued by us or by a third party, except where such interests are overridden by your privacy interest. This ground applies for our analysis of the performance of Riders during the event.
7. **Consent.** You have given consent to us for processing your personal data for one or more specific purposes. This ground applies for the processing activities for which we have obtained consent via the Registration Form for the "Cup".
8. **Legal obligation.** Processing is necessary for compliance with a legal obligation to which we are subject. This ground may apply if we are required to cooperate with an investigation of a competent supervisory authority.
9. **Vital interests.** Processing is necessary to protect your vital interests or of someone else. This ground may for example apply if we need to process certain personal data of a Rider in case of an accident, and if we cannot rely on one of the other grounds above.

If you are obliged to provide personal data, you will separately be informed thereof where this would otherwise not be evident. This also applies if providing certain information is a contractual or statutory requirement or is necessary to enter into the contract



7. How long do we retain your information?

We will not retain your personal data longer than necessary in relation to the purposes for which the data are processed in the context of the “Cup”. This means that we will retain your information ultimately until 31 December 2021, unless we need your personal data longer to comply with the applicable law or for the establishment, exercise or defense of legal claims.

We will delete your personal data earlier if we process them based on your consent, and you have withdrawn your consent.

8. Who will have access to your personal data?

Your information will be processed by persons working for or on behalf of Yamaha, or other parties involved with the organization and/or execution of the “Cup”. Only authorized persons will have access to your personal data, on a need-to-know basis and for the purposes described above. Where required by the applicable law, we have concluded data processing agreements or other type of data protection agreements, with these parties.

9. How do we transfer your personal data outside the EEA?

We may transfer your personal data to a location outside of the Economic European Area (EEA). Where required by the applicable law, we have taken appropriate safeguards to legitimize the transfer of your personal data to a country located outside the EEA, if that country does not provide an adequate level of data protection according to the applicable data protection laws, such as concluding Standard Contractual Clauses as approved by the European Commission with the party. You can contact us if you would like to receive more information on the measures we have taken to safeguard such transfer of your personal data.

10. How do we protect your personal data?

We are committed to ensuring that your personal data is kept secure. To prevent unauthorized access or disclosure, we have put in place appropriate physical, technical and organizational measures to safeguard the information we collect and process about you.

For example, the following measures have been taken:



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Technical security measures taken by us:

1. Identification and authentication.
2. Access control (logical and physical security, and equipment security, e.g. safe, doorman, firewall, network segmentation).
3. Access record (technical control of the authorizations (as limited as possible) and keeping log files).
4. Implement countermeasures illegal software (virus scanners, intrusion detection systems, endpoint security, keeping software up-to-date).
5. Apply network and data encryption.
6. Management of the technical vulnerabilities (patch management).
7. Making back-ups to safeguard availability and accessibility of the personal data.
8. Automatic erasure of outdated data.
9. Run less data processing activities on the company servers, and more on the end-user equipment.

Organizational security measures taken by us:

10. Access control management (assign responsibilities for information security).
11. Promote security awareness among new and existing employees.
12. Establish procedures to test, assess and evaluate security measures periodically.
13. Check log files regularly.
14. Develop a protocol for the handling of data breaches and security incidents.
15. Conclude confidentiality clauses and data processing agreements.
16. Assess whether the same objectives can be achieved with less personal data.
17. Provide access to personal data to fewer people within the organization.
18. Define the decision-making process and underlying considerations for each process.

Notwithstanding the foregoing, please be aware that communications over the internet, including email, are not always secure. Yamaha is not responsible for any unauthorized access or loss of personal information that is beyond its control.

11. How can you access and update your information?

As a data subject, you have the following rights concerning our processing of your personal data, if and for as far as applicable:

19. The right to access your personal data.
20. The right to rectify inaccurate or incomplete personal data about you.
21. The right to withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.
22. The right to erase your personal data.
23. The right to object to our processing of your personal data.
24. The right to restrict the processing of your personal data.
25. The right to data portability of your personal data.

You may contact us in relation to the above rights or other data protection matters by using the contact details displayed below. We will handle your request within one month carefully and in line with the applicable data protection rules.

If you still feel that we have not handled your request satisfactory, or if you have a



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complaint, please contact our Data Protection Officer (dpo@yamaha-motor.nl). You also have the right to lodge a complaint with a Data Protection Authority. To find your national Data Protection Authority, please see here a list of the national Data Protection Authorities in the EU.

12. Our contact details

Please contact us if you have any questions or requests on the processing of your personal data via the below contact details. You may contact us in your own native language, if this is one of the official languages of the EU.

Yamaha Motor Europe N.V., Koolhovenlaan 101 - 1119NC Schiphol-Rijk - The Netherlands
Data Protection Officer at: dpo@yamaha-motor.nl