

2019 TCR EASTERN EUROPE TROPHY powered by ESET

Regulations

FOREWORD

REM Race Event Management GmbH, is organizing the 2019 TCR Eastern Europe Trophy reserved for TCR car. REM Race Event Management GmbH is a licensed Promoter by WSC, TCR IP rights owner.

The 2019 TCR European Trophy is made up of six single events.

In order to be eligible to compete in the 2019 TCR European East Trophy, competitors must take part in the full Competition listed below and be owner of a driver and team license

Issued by the following countries: All Countries from the FIA CEZ excluded Italy

Minimum license requirements: Nat. D

1) QUALIFYING EVENTS:

Competitors must qualify for the 2019 TCR Eastern Europe Trophy by:

- Taking part in a minimum of three events counting towards one of the following TCR competition: (the official event results will certify the entries)

Event list:

12.-14. April 2019	Hungaroring
18.-19. Mai 2019	Red Bull Ring
26.-28. July 2019	Automotodrom Grobnik
24.-25. August 2019	Slovakiaring
07.- 08. September 2019	Brünn
12.- 13. October 2019	Monza with TCR Europe

2) SPORTING REGULATIONS

This series is governed by the following regulations:

- FIA International Sporting Code (ISC) and its appendices
- AMF Event Regulations
- AMF Circuit Regulations
- AMF Decisions and Provisions
- Anti-Doping Regulations of the national and international Anti-Doping Agency (WADA/NADA Code) as well as the Anti-Doping Regulation of the FIA
- The Sporting Regulations for the 2019 TCR Eastern Europe Trophy is considered the Sporting Regulation of the TCR Competitions selected.
- The Sporting Regulations and formats of the Qualifying Events remain those of the relevant TCR Series, including the use of the relevant control tyres, which is YOKOHAMA.

3) LICENCES

The FIA "C" and "D" International Driver's licence is required to take part in the 2019 TCR EASTERN EUROPE Trophy issued by All Countries from the FIA CEZ excluded Italy

4) ENTRY FEE

Entries will open on 01.03.2019.

Registration fee once euro 290, - plus VAT for race by race Driver

The entry fee for 5 races (the Race in Monza is not included) with the registration fee for the 2019 TCR Eastern Europe Trophy is set at euro 5.500,00 plus VAT per car.

The race by race entry is set at:

- 2.500 euro plus VAT for TCR Europe Monza
- 1.300 euro plus VAT for the other events

The competitor in order to entry race by race shall fill each Competition Entry form as defined by each Competition Sporting Regulations.

5) FORMAT

a) The format of the 2019 TCR Eastern Europe Trophy is:

- one 20-minute Free Practice sessions
- one Qualifying session: 30 minute
- two 25 min Races

6) POINT SCORING SYSTEM

Drivers taking part in the 2019 TCR Eastern Europe Trophy will score points according to the following scales:

Format a)

Qualifying points

position	1 st	2 nd	3 rd	4 th	5 th
points	5	4	3	2	1

Race points

position	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th
points	25	18	15	12	10	8	6	4	2	1

The Minimum of Race Starts to get points are 5 Races.

7) TECHNICAL

The 2019 TCR Eastern Europe Trophy is reserved only TCR cars by respecting in full the TCR Technical Regulations, BOP, Compensation weight and TCR Technical Form as defined by WSC Ltd.

8) AWARDS

The 2019 TCR Eastern Europe Trophies will be awarded to the first three drivers:

- TCR East Europe Trophy Winner
- TCR East Europe Trophy Winner for DSG Cars
- TCR East Europe Junior Trophy Winner (up to 21 years)
- TCR East Europe Ladies Trophy Winner
- TCR East Europe Best Team Winner
- TCR EsetV4 Cup

9) Non-liability Clause; Arbitration Agreement

Non-liability Clause

The participants are aware of, understand and fully accept the risks and dangers involved in motor racing. Should a participant be injured during an event, he explicitly declares through his entry for the event that he approves all medical treatment, rescue and transportation to hospital or other emergency facilities. Such measures will be adopted by personnel appointed specifically for this purpose by the promoter, to the best of the personnel's knowledge and following their assessment of the participant's condition. The participants undertake to assume all related costs, provided such costs are not covered by the licence accident insurance or other insurance policies.

The participants hereby waive all direct and indirect claims for compensation from AMF, its officials, the promoter and/or organiser or the racing circuit owners, from any other person or association linked with the event (including all officials and authorities or bodies who have granted licences for the event), and from other entrants and drivers/riders, hereinafter referred to as "the parties". The participants do so for themselves and their legal successors, and consequently for any insurance company with whom they may have concluded additional policies.

In submitting their entries for this event the participants hereby declare that they irrevocably and unconditionally waive all rights, appeals, claims, demands, acts and/or proceedings which they themselves might institute or which might be instituted by third parties acting on their behalf against "the parties". The participants do so in connection with injury, loss, damage, costs and/or expenses (including lawyers' fees) which they may incur due to an incident or accident as part of the event. In submitting their entries for this event the participants declare irrevocably that they discharge, release and relieve "the parties" for all time from any liability for such losses, and that they shall guard them against such losses and hold them harmless.

In submitting their entries for this event the participants declare that they understand the full significance and repercussion of the present declarations and agreements, that they are entering into such obligations of their own free will, and in doing so irrevocably waive all right of action for damages against "the parties", insofar as permissible as Austrian law currently stands. The participants in any case renounce for themselves and their legal successors all claims against "the parties", therefore in particular against the AMF, its officials, the promoter and/or organiser or the racing circuit owners, and against the authorities or bodies who have granted licences for the event, regarding damage, loss, harm or injury of any kind connected with a typical sports risk, in particular any typical and foreseeable damage, loss, harm or injury. This applies also in the event of minor negligence on the part of "the parties".

Arbitration Agreement

- a) Any dispute arising between the participants and the AMF or its officials, and the promoter and/or organiser, and between the AMF or its officials and the promoter and/or organiser, as a result of claims (personal injury, damage to property or financial damage) in connection with the motor-racing event,

training sessions or races shall be settled definitely by an arbitration tribunal to the exclusion of the courts of general jurisdiction.

- b) The arbitration tribunal shall consist of three arbitrators, namely the umpire and two assessors. The umpire shall be a lawyer or former judge and have experience of liability matters in connection with motor racing.
- c) Each party shall appoint an assessor within two weeks of notification of the intent to initiate arbitral proceedings. Should the dispute be referred by several claimants or be levelled at several defendants, the arbitrator shall be appointed by agreement between the joined parties. The assessors shall elect the umpire. Should the assessors be unable to agree on the person of the umpire within two weeks, the umpire shall be appointed by the President of the Vienna Chamber of Lawyers upon application by an assessor, with due regard to clause b). The assessors shall however be free at any time to replace the umpire appointed in this way by another umpire by mutual agreement.
- d) Should a party fail to appoint its assessor within two weeks of receiving the written request from the opposite side, or should several joined parties be unable to agree on an assessor within that period, the assessor shall be appointed by the President of the Vienna Chamber of Lawyers on the motion of the other party. The same shall apply should an assessor withdraw from office and the party concerned not appoint a successor within two weeks.
- e) Should an arbitrator not assume office, refuse to discharge his duties, cause improper delay or become unfit to act, the aforementioned provisions shall apply accordingly for the appointment of a replacement. The arbitrator concerned shall be dismissed at the same time.
- f) The arbitration tribunal shall in principle be free to conduct its proceedings as it sees fit, with due regard for the subsidiary legal provisions. The tribunal shall sit in Vienna. The arbitration tribunal may also investigate without petition any circumstances which it deems necessary to clarify the facts of the case, and take evidence.
- g) The arbitration tribunal shall decide by simple majority. The tribunal shall state the full reasons for its award. It shall also decide on cost apportionment for the costs of both the arbitration proceedings and the legal representation. The arbitrators shall be remunerated in accordance with the provisions of the Austrian lawyers' scale of charges.
- h) The arbitration tribunal shall also be entitled to the exclusion of the courts of general jurisdiction to issue injunctions, provided the opposing party is first given an opportunity to express its views. An injunction may also be lifted upon petition in the event of a significant change in circumstances.
- i) Sports jurisdiction shall remain unaffected by the present Arbitration Agreement.

For more information:

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Österreichischer Automobil-, Motorrad- und Touring Club

Austria Motorsport

Der Präsident

Univ.-Prof. Dr. Harald Hertz