

INT. GS TROPHY 2026

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1. GENERAL

The BMW Motorrad International GS Trophy 2026 (hereinafter referred to as **"Event"** or **"Int. GS Trophy 2026"**) is an Event designed for motorcycle enthusiasts who wish to practice and experience the sporting challenge of the "GS" adventures together with like-minded individuals (hereinafter referred to as **"Competitors"**). There is particular emphasis on the fact that this is not a racing Event but a customer-adventure-event. The Event is organized by Bayerische Motoren Werke Aktiengesellschaft (Munich, Germany) (hereinafter referred to as the **"Organizer"** or **"BMW"**).

The Event is not a race but a test of mastery in which Competitors must undergo various tests, so-called **"Special Stages"**, requiring a range of physical and mental skills and riding ability. A Special Stage may consist of several tasks / sections so called **"Exercises"**. The Event does not include timed races like those of a common motorcycle racing.

2. COMPETITION & CHALLENGES

In order to take part in the competition, Competitors must be prepared to confront themselves with challenges, which go beyond the everyday motorcycling. This includes dirt, gravel, sand and mud situations determined by the weather as usual in off-road sports. Therefore, Competitors must be in a good physical and mental condition.

3. AWARD IN CASE WINNING THE INT. GS TROPHY 2026:

The top three women's teams and the top three men's teams (hereinafter **"Winners of the Event"**) can expect to receive a "trophy" for the Int. GS Trophy 2026. For the participation at the Event all Competitors are going to receive the windscreen of their motorcycle.

4. CONDITIONS OF PARTICIPATION INT. GS TROPHY 2026

a. General Conditions of Participation

– Age

All Competitors must be of legal age in their country of residence when registering for the Event. Furthermore, all Competitors must be minimum 18 years old at the time of registration for the Int. GS Trophy 2026 and must hold an international driving license Class A.



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– **Communication**

Competitors must be able to communicate in English.

– **Riding License**

The Competitor is required to hold at the time of the Event a valid riding license which allows the Competitor to ride a big bike (above 1000 cc) in the country where the Int. GS Trophy 2026 is going to be conducted (hereinafter referred to as "GS Trophy Destination"). The GS Trophy Destination will be announced in summer 2025.

Participation in the Event might require an international driving license (English language) depending on the Competitor's nationality. The Competitor must obtain such an international driving license from their local licensing department. The Competitor is obligated to carry the necessary documents with them to participate in the Event. The Competitor must bear the costs for such license.

– **Insurance**

The Competitor must take out a (temporary) international health insurance, which is valid for the GS Trophy Destination for the duration of the Event and must carry the insurance documents with them to the competition. The Competitor must bear the costs for such adequate insurance on their own.

This health insurance must cover:

- Personal accident, medical and repatriation costs.
- The Competitor should contact their insurance to make sure that all kinds of accidents as well as any activities with large motorcycles are covered.

– **Protective Gear**

The Competitor is responsible for wearing adequate protective clothing (rider's gear) for the Event (inter alia the gear provided by the Organizer). The rider's gear must be in good condition and as good as new. Therefore, the provided rider's gear must not be used prior to the Event. Motorcycle suit including back, shoulder, hip, elbow and knee protectors, enduro helmet, motorcycle gloves, neck-brace and enduro boots are mandatory. The Competitor is responsible for finding out about the advantages and disadvantages of hardcover enduro boots compared to soft enduro boots to avoid injuries in the difficult off-road area.



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b. Conditions of Participation for Teams

- A total of 5 starting slots are available for women's teams and 10 starting slots for men's teams at the Int. GS Trophy 2026. A women's team consists of 2 Competitors and a men's team consists of 3 Competitors.
- At the national or international qualifier (hereinafter "Qualifier"), women and men will be ranked separately in individual categories (hereinafter "Ranking Category"), with separate rankings for women and men, as is commonly practiced in other sporting events.
- National or international Qualifiers for the Int. GS Trophy 2026 will be conducted by BMW, a BMW entity or by a BMW Importer or a third-party authorized by BMW (**hereinafter "Qualifier Host"**) authorized by the Organizer.
- Authorized Qualifier Hosts for the Int. GS Trophy 2026 Teams are: TWTmoto GmbH, BMW Australia Ltd., BMW China Automotive Trading Co. Ltd., BMW Korea Co. Ltd., BMW India Private Limited, BMW Japan Corp., BMW South Africa Pty Ltd., AWT Bavaria Ukraine Limited Liability Company, BMW AG. A maximum of one men's team and one women's team from each of those Qualifiers can participate in the Int. GS Trophy 2026 if the following rules apply.
- Only if at least 10 candidates in the respective Ranking Category (women and men separate) have registered for the respective national or international Qualifier, a male and/or female team from that region or country respectively can participate at the Int. GS Trophy 2026 in the respective Ranking Category.
- In case there are less than 10 male Qualifiers or 5 female Qualifiers with a minimum of 10 registered participants, the teams for Int. GS Trophy 2026 for the respective Ranking Category will be chosen in accordance with the highest registration numbers for the respective local Qualifiers.
- The two highest-ranked female participants from the local qualifier will earn the right to represent their nation as a women's team at the International GS Trophy 2026, provided the above requirements are met.
- The three highest-ranked male participants from the local qualifier will earn the right to represent their nation as a men's team at the International GS Trophy 2026, provided the above requirements are met.

c. Exclusion from Participation

The following groups of people are NOT entitled to take part in the Event:



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- Competitors of former Int. GS Trophies
- Employees of BMW or BMW Entities
- Shareholders of a BMW Motorrad Dealer or a BMW Motorrad Importer
- Currently or recently active off-road instructors running any kind of business or working as freelancers in the section of off-road training schools or off-road travel companies (regardless of whether they hold an instructor license of BMW Motorrad or any other brand or organization)
- Male Competitors that hold one of the following motorcycle racing licenses: FIM/FIME Trial/Enduro/Motocross Championship License

5. INCLUDED SERVICES

Competitor Package:

The Competitor package includes the following services or goods:

- The Competitor's participation** in the 6-day Event plus travel and briefing days.
- Flights (economy class):**

Flight from the Participant's preferred international airport to the destination airport and back to the departure airport.

BMW will only book flights for the Participants in order to take part in the Event. Any booking class upgrade or longer stay in the GS Trophy Destination apart from the Event dates might cause higher travel costs that need to be covered by the Competitor.
- Transfers on venue**

Transfer from arrival airport to starting point of the Event and from last venue to departure airport.
- Accommodation**

Accommodation in a personal tent (see "Equipment", one person per tent).
- Equipment and Apparel**

Equipment (subject to change):

 - 1 x Tent



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- 1 x Travel duffle bag incl. name tags
- 1 x Drink bottle
- 1 x Power Bank to charge phones and communication system in the tent
- 1 x Local SIM card with defined data package to be able to communicate within the GS Trophy Destination

Showers, toilets as well as towels are available on site.

Rider gear as follows (subject to change):

- 1 x BMW Motorrad enduro suit (incl. shoulder, back, elbow, hip and knee protection, rain outsert and name badges)
- 1 x Neck Brace System
- 1 x Communication system
- 1 x BMW Motorrad GS motorcycle gloves
- 1 x Drink Pak Hydra

Casual wear as follows (subject to change):

- 2 x GS Trophy 2026 T-Shirt
- 1 x GS Trophy 2026 Hoody
- 1 x GS Trophy 2026 Rain jacket
- 1 x Beanie or Cap

f. Motorcycle / Gas / Technical Support and Maintenance

Use of a personalized competition motorcycle free of charge (type / model of motorcycle will be announced in 2026) including gas supply during the complete Event on the condition that the Competitor signs the additional vehicle use agreement on site (see Addendum). Technical support and maintenance for the motorcycle on site is available if needed.

g. Food & Beverages

BMW will make best efforts to offer the following meals daily such as:

- Breakfast
- In support cars and at breakfast buffet for take away: cereal bars, fruit, water & soft drinks, electrolytes, magnesium
- Lunch (usually lunch box)
- Dinner



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- Drinks (coffee, tea, water & soft drinks), Beer and wine during dinner only.

If requested by the Competitor when registering for the Event, vegetarian food will be provided. Due to the conditions on site, we can unfortunately not ensure that other food requests can be met. BMW will try to fulfil the Competitor's food preferences and will offer a broad range of food varieties. Allergies will be taken care of if known.

h. Medical services & rescue services

First Aid is available if needed during the Event by a medical rescue team on site. During the Event transfer to the next hospital by car, ambulance or helicopter upon need is organized by BMW.

i. Visa

In case a visa becomes necessary for the Event, the Competitor will bear the costs for that specific visa in the host country and will apply for it him/herself. To receive a visa invitation from BMW, the Competitors must provide all necessary information on time to BMW. In the event that a visa is required for the entry into the GS Trophy Destination, the Competitor shall provide proof of such visa to BMW at least 3 weeks prior to start of the Event.

6. SERVICES NOT INCLUDED (NOT EXHAUSTIVE LIST)

Please note that the Competitor package does in particular not include the following services or goods:

a. Transfers to/ from home airport

Any costs of travel between the Competitors place of residence and the departure airport, both outward and return trip are not covered by the Organizer.

b. International personal health insurance

International personal health insurance is not covered by the Organizer. See also Clause 4a conditions of participation. Every Competitor must take out a (temporary) **international health insurance**, which is valid for the duration of his/her stay. We recommend that the insurance policy does not only cover the risks listed under Clause 4a. but also covers damage and theft of the Competitor's belongings and that it is valid for the remaining time of travel in the GS Trophy Destination besides the Event. Competitors must bear the costs for adequate insurance on their own.



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c. International driving license

The participation at the Event might require an **international driving license (see Clause 4a.)**, which the Competitor must obtain from his/her local licensing department. Competitor must also hold a valid national driving license.

d. Expenses for travel documents

Any **costs for obligatory travel documents** (such as passport, international driving license, visas for the GS Trophy Destination as well as for stopover destinations etc.) are not covered by the Organizer. Competitors must bear the costs for obligatory travel documents (such as passport, international driving license, visas for the GS Trophy Destination as well as stopover destinations etc.).

e. Visa

The Competitor is responsible for the Visa of the GS Trophy Destination as well as the transit destination. See also Clause 6d.

f. Personal rider's gear

All Participants must bring along suitable rider's gear. The following items are not provided by BMW:

- Enduro boots (see Clause 4a.)
- Enduro helmet incl. visors or enduro goggles (Visors are recommended to optimize the communication via a communication system used within the group.)
- Motorcycle underwear and socks

The Competitor must make sure that the enduro helmet which he/she brings along does not include any communication system as these will be provided on site by BMW.

g. Personal camping equipment

- Sleeping bag
- Camping mat
- Headlamp

h. Personal items

All personal items and accessories (e.g. shoes, trousers, bathroom requisites, backpack, etc.).



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i. Personal medication

The Competitor is responsible to have all vaccinations which are necessary according to the law of the GS Trophy Destination. In case of doubt, please consult a doctor to obtain personalized advice.

In the event of a pandemic, the Organizer can specify further measures for the Competitors in order to join the Event.

Competitors are responsible for any medication, which may be required according to personal needs. The Organizer does not accept any responsibility for pre-existent health risks of Competitors which may cause medical issues when participating in the Event. It is up to Competitors to have their own state of health checked prior to taking part.

j. Sun and mosquito protection

The Competitor should not forget to bring along his/her personal sunscreen and mosquito repellent.

k. Extras

Not included are extras such as international telephone calls, on-top Wi-Fi data packages, shopping, etc.

7. COMPETITION RULES, SCORING AND BRIEFING

The Competitors must always keep in mind: **It's not a race but it's a team competition!** The whole Event is about adventure, friendship, intercultural exchange and to see different countries and cultures and to visit the host country.

The core idea of the Event is to have a sporting event in which the Competitors will be faced with surprising Special Stages which are partly unknown beforehand to them. The 3 men's and women's teams with the most points at the end of day 6 will be the winner of the Int. GS Trophy 2026. There will be a separate scoring for male and female teams.

Therefore, the aim should be to gain as few negative points as possible during the Special Stages, in order to receive the most points for the ranking.

The Competitor is going to receive a comprehensive briefing on the scoring system and how to run the Special Stages of the Event on site. In this briefing it is explained how the winners are going to be determined.



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There are two different types of special stages:

- RIDING special stages
- NON-RIDING special stages

The riding special stages are worth more points than the non-riding ones.

There is a team of Special Stage Marshals at the Event, that will explain the rules at each special stage for the Competitors. The Team Marshals of the day are guiding the Competitors to the special stages and hand the Competitors over to the Special Stage Marshals.

Listen carefully. Each Special Stage will be explained ONLY once upon arrival of the Competitors' team at the special stage! The explanation will be given in English language only.

Protests must be handed in to the jury in written form immediately after return at the camp.

All team members must sign the protest.

For all decisions in the Event, a jury consisting of so-called Marshals and one BMW Representative ("**Jury**") will have the power of decision. In particular in case of any unclear sporting situation, misconduct, misbehaviour (e.g. detrimental to BMW entities or the reputation of the BMW Motorrad brand) this **Jury** has the right to take the final decision about the scoring, about a disqualification and even to cause exclusion from the Event.

Unless announced differently before the Special Stage starts on site, the following basic rules apply to the scoring:

GENERAL RULES:

- The whole team must finish the competition together.
- The whole team must finish all tracks and start all special stages together to be able to win the Int. GS Trophy 2026.
- Bad sportsmanship and unsafe behavior will be penalized with 35 minus points of the Competitor's Teams total result.
- The media related persons such as journalists, blogger, vlogger, influencer (hereinafter "MRP") are not part of the team itself. Any help other than cheering on the team and reporting on the team is not allowed.



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GENERAL SCORING:

a. "Riding" special stages:

At each Special Stage the **Special Stage Marshal** team evaluates the Competitor's riding regarding:

- Dabs / Drops / Border / DNF / Time as explained below

The **rules** will be once explained upon arrival of the Competitors at each special stage.

Scoring Points:

Competitors will receive a negative scoring in the form of Minus Points as follows:

- **Dab / Cone down:** 1 Point
- **Border** (Crossing the border line): 2 Points
- **Drop** (the bike): 3 Points
- **DNF** (Do not finish): section: 10 Points
- **Maximum time** (per Special Stage): to be announced by the Special Stage Marshals. If the maximum time is exceeded, it equals DNF. On top the maximum time counts in this case.
- The starting order changes every day and is depending on the time of arrival of the respective team at the Special Stage location

Additionally, a time penalty will be added if a Competitor cancels or passes by an **Exercise**. The Jury can add time penalties for unsportsmanlike behaviour or cheating.

b. "Non – Riding" special stages:

At each stage the **Special Stage Marshal** team evaluates the Competitor's performance.

The **rules** will be explained once upon arrival of the Competitors' team at each special stage.

Scoring Points:

Two special stages might involve photographic, film and audio recordings that are going to be created by the Competitor. The Competitors must hand in photos and / or films to BMW. A briefing about the content (do's and don'ts) will be given on site. BMW may use those recordings (hereinafter, together with any other recordings provided by a Competitor to BMW, referred to as "**audio-visual media of the Competitor**") which the Competitor provides in the original or a modified form to BMW in accordance with **Clause 12b**. Further details about the "film" and "photo" special stages



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and their scoring will be explained on site. For any use of camera or similar equipment, the Competitors must follow the rules as set out in **Clause 12b** (no usage while riding etc.).

c. **Final Stage**

Final stage rules will be announced prior to the start of the Final Stage. Setup will be decided on the morning of the Final Stage depending on weather and surface conditions. Starting order corresponds to the reverse order of the scoring of the competition days up to the start of the final course.

d. **Bike setup and damages**

The rules for the bike setup are going to be explained on site. Basically, the Competitor may only change the position of the handlebar, ask the mechanics to add a handlebar riser and change the lever positions at the competition bike. The Competitor is not allowed to attach anything else to the bike than provided by BMW.

A part that must be replaced to provide further street legal riding / or according to BMW safety standard, is defined as damage, and will result in negative points being deducted from the Competitor's team overall score as outlined in the table below.

List of bike parts resulting in a negative scoring in the form of Minus Points as follows:

○ Bike replacement	60 minus points
○ Engine damage (e.g. water)	50 minus points
○ Tire change because of abuse	35 minus points
○ Rim damage (front / rear)	25 minus points
○ Change of tire pressure	15 minus points
○ Levers (clutch / brake)	2 minus points
○ Rear brake lever (replacement)	2 minus points
○ Gear shifter	2 minus points
○ Mirror	1 minus point
○ Turn signals	1 minus point
○ Technical failure	0 minus points



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8. UNFAIR CONDUCT IN COMPETITION / PENALTIES

The Event is all about camaraderie and friendship. BMW reserves the right to punish unfair conduct/behaviour in the competition.

The Jury reserves the right to impose penalties for any unfair behaviour or violation of the Terms and Conditions of the event, including but not limited to the following:

- a) Deduction of points
- b) Disqualification of the competition
- c) Disqualification of the Event

9. RISKS OF PARTICIPATION

Competitors take part in the Event at their own risk. In the case of a Competitor incurring any loss or damage the Organizer, its legal representatives and vicarious agents shall only be held liable if the loss or damage is caused intentionally or through gross negligence on the part of the Organizer, its legal representatives or vicarious agents. This liability limitation does not apply in the event of death, personal injury, or harm to the Competitor's health. It further does not apply in case of breaches of material contractual obligations (i.e. those obligations inherent in the content and purpose of the contract or whose fulfilment makes the execution of this agreement possible and on which the user trusts or may trust) in which case the liability shall be limited to the typical damage or loss foreseeable when concluding the contract.

If and to the extent the loss or damage suffered by a Competitor is covered by insurance taken out for the claim in question (excluding fixed-benefit insurance), the liability of the Organizer and its legal representatives and vicarious agents shall be limited to any associated disadvantages for the Competitor not covered by the insurance, such as higher insurance premiums or loss of interest prior to the settlement of the insurance claim.

10. LIABILITY

The Competitor shall indemnify the Organizer, its legal representatives or vicarious agents from all third-party claims in connection with bodily or material damage caused by the Competitor or arising from the

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use of a vehicle by the Competitor in the course of or in connection with the Event. However, this does not apply to product liability claims and it does not apply if and insofar as any of such claims are covered by the third-party liability insurance of the Organizer. The above is without prejudice to the insurer's right to claim redress from the Competitor.

The Competitor shall indemnify the Organizer, its legal representatives or vicarious agents against any and all claims deriving from a breach of statute, regulations or other provisions in connection with the use of the vehicle by the Competitor or with the use of the vehicle by an unauthorised driver/rider to whom the Competitor has made the vehicle available in breach of the Vehicle Use Agreement, if the vehicle is used for purposes other than the agreed purpose or if it is used during any delay of the Competitor with the return of the vehicle.

In the event that a claim is made against the Organizer, its legal representatives or vicarious agents, the Organizer (or its legal representatives or vicarious agents, as the case may be) shall be entitled to make payment and to resort to the user for recourse.

Competitors shall compensate the Organizer, its legal representatives or vicarious agents for any damages resulting from the assertion of such claims. This includes costs of prosecution.

11. FORCE MAJEURE

The Organizer is entitled to make changes to the Event program or to cancel or terminate the Event in case of a force majeure event such as war, civil war, revolution, unrest, earthquakes, flood, fire, other natural disasters, pandemics, and/or other reasons beyond control of BMW that could hinder start, execution and/or conclusion of the Int. GS Trophy 2026 (incl. official directives which were not known to the Organizer in advance). In those cases, the Organizer is not liable to the Competitor for damages in any way.

12. PHOTO, FILM AND VERBATIM RIGHTS

a. Audio-Visual Media taken by photographers and camera operators working on behalf of BMW

During the Event, photographic and audio-visual recordings (referred to hereinafter as "**audio-visual media**") will be taken by photographers and camera operators working on behalf of BMW in connection with the Competitor's involvement on the Event to ensure a broad medial reporting about the Event itself but also with regards to the Competitors and winners of the Event in particular. Competitors are aware that the Event will be accompanied by photographers and camera operators during the entire Event (i.e., the medial support is not limited to the Special Stages or Exercises but



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may also cover interviews, side-events or other moments that reflect the character of the Event) in order to make the spirit of the Int. GS Trophy 2026 globally accessible to as many people as possible. Audio-visual media is hereby essential for the Event and therefore an essential part of the Terms & Conditions.

All such audio-visual media may be used and exploited at no cost by BMW and may be shared with its affiliated entities, BMW Importers, MRPs of the Event, BMW's official partners and service providers such as (social) media agencies, marketing agencies and organizational agencies supporting BMW, its affiliated entities as well as BMW Importers with the communication of the Event (referred to hereinafter as **"audio-visual media service providers"**) as following: All such audio-visual media may be used, published and copied free of charge at any time for an unlimited period in any geographical location and in any publications supporting in-house and external press and communications work. The use of audio-visual media for a broad medial reporting may include but not limited to social media posts, marketing campaigns, press communication, online articles including photos, footage or videos, and publications by internal communications - in particular but not limited to - on BMW and its affiliated entities owned websites, on BMW and its affiliated entities social media channels and BMW and its affiliated entities print materials as well as public radio, television, online television and print media. The same applies for any reproductions and modified versions thereof.

BMW, affiliated entities, BMW Importers, MRPs of the Event, BMW's official partners as well as audio-visual media service providers have the right to name the Competitor including but not limited to its start number, group function, team name, nationality and name. The Competitor has no legal entitlement to insist on the use or publication of the audio-visual media that has been created or provided.

b. Audio-Visual Media taken by the Competitor

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BMW may use and exploit the audio-visual media of the Competitor (hereinafter “**audio-visual media of the Competitor**”) as defined in Clause **7b** to ensure a broad medial reporting about the Event itself but also with regards to the Competitors and winners of the Event in particular.

Among others, BMW will use the audio-visual media of the Competitor for an online voting on BMW's or any Official Partner's websites and/or social media channels to find the best photo or video. The ranking will be according to the most clicks of the audience of those channels. The granting of rights in the audio-visual media of the Competitor is hereby essential for the Event and therefore an essential part of the Terms & Conditions.

All such audio-visual media of the Competitor may be used and exploited at no additional cost by BMW and may be shared with its affiliated entities, BMW Importers, MRPs of the Event, BMW's official partners and audio-visual media service providers as following: All such audio-visual media may be used, published and copied free of charge at any time for an unlimited period in any geographical location and in any publications supporting in-house and external press and communications work. The use of audio-visual media of the Competitor for a broad medial reporting may include social media posts, marketing campaigns, press communication, online articles including photos, footage or videos, and publications by internal communications - in particular but not limited to - on BMW and its affiliated entities owned websites, on BMW and its affiliated entities social media channels and BMW and its affiliated entities print materials as well as public radio, television, online television and print media. The same applies for any reproductions and modified versions thereof.

The Competitor confirms, represents and warrants that it is entitled to grant BMW (and third parties as set out above) the rights set forth herein without any restriction, and that the use of such rights by BMW and (and third parties as set out above) as agreed herein will not infringe the rights of any third party. In particular, the Competitor confirms that any individual who is recognisable in any of the audio-visual media of the Competitor has consented to the audio-visual media being used.

The Competitor shall indemnify and hold BMW or any of its affiliated entities harmless from any and all third-party claims, which may be asserted against BMW and its affiliated entities as a result of the use of the rights as agreed herein.

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The Competitors may only use camera equipment when stationary. Any usage while riding bikes is prohibited for Competitors. Cameras or similar equipment may not be attached to the body, helmet or motorcycle of a Competitor and must not be operated while riding. The use of drones is only permitted to the official film and photo crew contracted by BMW. Wearing backpacks while riding motorcycles is prohibited for Competitors.

BMW, its affiliated entities, BMW Importers, MRPs of the Event, BMW's official partners and audio-visual media service providers have the right to name the Competitor in relation to the audio-visual media of the Competitor. Start number, group functions, team name, nationality, name and contact details of the Competitors may be used in connection with the use of the audio-visual media of the Competitor. The Competitor has no legal entitlement to insist on the use or publication of the audio-visual media that has been created or provided.

c. **Audio-Visual Media and Registration Data taken by the Host of the Int. GS Trophy 2026 Qualifier**

During the Qualifier, photographic and audio-visual recordings (referred to hereinafter as "**Qualifier audio-visual media**") will be taken by photographers and camera operators working on behalf of the Qualifier Host in connection with the qualifier participants' involvement on the Qualifier to ensure a broad medial reporting about the Qualifier and the winners of the Qualifier in particular. The participants of the qualifier are aware that the Qualifier will be accompanied by photographers and camera operators during the entire competition (i.e., the medial support is not limited to the Special Stages or Exercises but may also cover interviews, side-events or other moments that reflect the character of the Event) in order to make the spirit of the International GS Trophy and the Qualifier globally accessible to as many people as possible. Qualifier audio-visual media is hereby essential for the Qualifier and the Event and therefore an essential part of the Terms & Conditions.

All such Qualifier audio-visual media may be used and exploited at no cost by the Qualifier Host and may be shared with BMW, its affiliated entities, BMW Importers, MRPs of the Event, BMW's official partners and audio-visual media service providers as following: All such Qualifier audio-visual media may be used, published and copied free of charge at any time for an unlimited period in any geographical location and in any publications supporting in-house and external press and communications work. The use of the Qualifier audio-visual media for a broad medial reporting may include social media posts, marketing campaigns, press communication, online articles including photos, footage or videos, and publications internal communications - in particular but not limited to



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- on BMW and its affiliated entities owned websites, on BMW and its affiliated entities social media channels and BMW and its affiliated entities print materials as well as public radio, television, online television and print media. The same applies for any reproductions and modified versions thereof.

BMW, affiliated entities, BMW Importers, MRPs of the Event, BMW's official partners as well as audio-visual media service providers have the right to name the qualifier participant including but not limited to its start number, group function, team name, nationality and name.

After finishing the Qualifier, the personal data (such as first name, last name, email address, country of the qualifier) of the winners of the Qualifier (hereinafter referred to as **"Registration Data of Qualifier Winners"**) will be handed over by the Qualifier Host to BMW for the purpose to invite the winners of the Qualifier to the Int. GS Trophy 2026.

The Competitor has no legal entitlement to insist on the transfer of the Qualifier audio-visual media and Registration Data Qualifier Winners to BMW and has also no legal entitlement to insist on the use or publication of the Qualifier audio-visual media that has been created or provided.

d.) Interview Data taken by BMW during the registration process

BMW will publish a team introduction with the Competitor's personal profile and the Competitor's portrait image on the website and social media channels of BMW, the Qualifier Hosts will copy the content and also publish the content as well on their website and social media channels. Therefore questions (hereinafter referred to as **"Interview Data"**) about the life and the activities of Competitors will be asked during the registration process. The answers enable BMW and the Qualifier Hosts to introduce the Competitors to the public.

All such Interview Data as well as Qualifier audio-visual media as mentioned in Clause 12c may be used and exploited at no cost by BMW and may be shared with its affiliated entities, BMW Importers, MRPs of the Event, BMW's official partners and audio-visual media service providers. All such Interview Data is hereby essential for and the Event and therefore an essential part of the Terms & Conditions.

All such Interview Data may be used and exploited at no cost by BMW and may be shared with its affiliated entities, BMW Importers, MRPs of the Event, BMW's official partners and audio-visual media



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service providers as following: All such Interview Data may be used, published and copied free of charge at any time for an unlimited period in any geographical location and in any publications supporting in-house and external press and communications work. The use of the Interview Data for a broad medial reporting may include social media posts, marketing campaigns, press communication, online articles including photos, footage or videos, and publications by internal communications - in particular but not limited to - on BMW and its affiliated entities owned websites, on BMW and its affiliated entities social media channels and BMW and its affiliated entities print materials as well as public radio, television, online television and print media. The same applies for any reproductions and modified versions thereof. The Competitor has no legal entitlement to insist on the use or publication of the Interview Data provided by him/her at the Registration Website to BMW.

13. EXTERNAL ADVERTISING / SPONSORS

The Competitor shall not display any advertising, name, brand, mark or logo, whether by means of badging, decals or otherwise, on any motorcycle, team wear, rider gear, team transporters, team promotional material and any other team equipment or other clothing worn by him or her during the Event.

BMW does allow helmets and enduro boots from other manufactures to be worn during the Event if BMW products do not fit for whatever reasons and if the use of the included logos does not go beyond the usual extent of a common series product of this third-party brand.

14. ENDORSEMENTS

The Competitors shall not promote or endorse any product or brand, nor engage in any promotional activity (against payment or free of charge) whatsoever for or on behalf of a competitor of BMW Motorrad or the brand BMW or of the official sponsors of the Int. GS Trophy 2026. This obligation is valid from the moment in which the Qualifier Host or BMW announces the Competitors as Winners of the Qualifier until the Int. GS Trophy 2026 ends. The Organizer will announce to the Competitors in due time the official sponsors of the Int. GS Trophy 2026.

15. ADVERTISING LABELLING REQUIREMENTS

Social media postings with the competition motorcycle or other products (such as personalised riders' gear, casual wear, branding and communication material) during the Event are possible, but on a voluntary level. The Competitor shall be solely responsible for identifying and fulfilling any advertising labelling

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requirements in relation to its serving of any communications it makes to the public, especially relating to posts and other online publications made by the Competitor. In particular, the Competitor will label any advertising content it serves accordingly, if legally required (in the form and language as required by law or regulation). The Competitor warrants that it will not breach any legal requirements relating to advertising labelling requirements or information requirements with regard to communications to the public.

The Competitor undertakes to indemnify BMW and its affiliated entities from any claims or damages resulting from or in connection with any breach of such warranty unless they result from the intent or gross negligence of BMW.

16. COMPETITOR'S BEHAVIOR

The Int. GS Trophy 2026 is a non-political sports and team event that focuses solely on the spirit of adventure, camaraderie, and the shared passion for riding BMW GS motorcycles. Participants are expected to refrain from any political statements or activities during the Event and during the Qualifiers and to respect the Qualifier's and the Event's neutral and inclusive nature.

Competitors must not show any behaviour that might tend to devalue BMW / BMW Motorrad brand in any manner and/or negatively affect BMW's image or reputation, e.g. Competitors must not use the Event or the Qualifiers with its media coverage for political purposes, they must not insult other Competitors, violate any laws or act in a manner unusual, inappropriate and detrimental to the realization of the Event or Qualifiers. The Competitor is in particular not allowed to use or possess any drugs or other substances, whose use or possession is illegal under applicable laws or any applicable rules or other official regulations. No alcohol is allowed when riding the motorcycle during the Event or Qualifiers (zero-alcohol-level approach).

17. VERIFICATION OF PERSONAL HEALTH STATUS

If the medical staff of the Event is of opinion that the personal health status of the Competitor is not sufficient to take part in the Event, BMW reserves the right to exclude the Competitor from riding a motorcycle / participating in the Event.

18. TRAFFIC RULES



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The Competitor must stick to the respective traffic rules in the GS Trophy Destination and act responsible and respectful towards other third parties, in particular other road users, pedestrians. Keep an eye on others and ride and behave as a role model.

19. TRACKING

The Competitor must not use devices to trace (track) the routes of the Event.

20. INVITATIONS & GUEST

Only Competitors of the Event who qualified during the national Qualifiers for the Int. GS Trophy 2026 and specific persons approved by the Organizer (such as media related persons, official partners and authorised crew members as well as visitors of the start or award ceremony invited by BMW) are allowed to take part in the Event.

The Competitors must not invite any third parties (friends, family members, etc.) to take part in the Event even if they pay all the travelling and accommodation costs.

The locations which are booked exclusively for the Event will be secured and BMW will only allow entrance to registered Competitors and specific persons approved by the Organizer. BMW does not allow other persons to accompany or follow the Event.

21. RIGHT OF MODIFICATION

BMW reserves the right to modify the Terms and Conditions of participation in the Int. GS Trophy 2026 at any time prior to the event. Participants who qualify for the Int. GS Trophy 2026 will be notified of any changes via email.

22. SEVERABILITY CLAUSE

If any of these provisions are or become invalid, the remaining provisions shall be unaffected.

23. APPLICABLE LAW – JURISDICTION



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These Terms & Conditions shall be governed by German law. Munich shall be the exclusive place of jurisdiction for any and all disputes arising from or in the context of this contract for both parties, unless a different place of jurisdiction is bindingly prescribed by law.

MAKE LIFE A RIDE



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ADDENDUM: Vehicle Use Agreement (to be completed and signed only on site)

**BMW
GROUP**



**BMW
MOTORRAD**

Vehicle Use Agreement Int. GS Trophy 2026

Mr / Mst / Company

Driver's licence data

Licence category _____

Licence number _____

Issuing authority _____

Date of issue _____

– hereinafter referred to as “user” – and

Bayerische Motoren Werke AG

ID card / passport

Number _____

Issuing authority _____

Date of issue _____

Address:

Petuelring 130, 80788 Munich

– hereinafter referred to as “BMW” – agree as follows:

BMW provides the user with the following vehicle for use:

Type of vehicle _____ vehicle registration number _____ VIN (chassis number) _____ for the period from (date, time-of-day) to (date, time-of-day) _____

Purpose: Int. GS Trophy 2026

Further authorised drivers/riders: Mr./Mrs. No further authorised drivers allowed

Utilisation charges

☒ The vehicle use shall be free of charge.

☐ The user shall pay a fee for the vehicle use in accordance with the supplementary agreement.

Other agreements: _____

Registration, insurance and liability of the user:

The vehicle is registered for BMW and insured for liability with blanket coverage of 100 million EUR all-inclusive for personal injury, property damage, and pecuniary loss (limited to EUR 15.0 million per damaged person for personal injuries). **Fully comprehensive vehicle insurance (full coverage) or partially comprehensive vehicle insurance (partial coverage) is not provided!**

The user shall be fully liable to BMW for any and all damage to the vehicle (including destruction, hail, storm, loss or confiscation) caused intentionally or by gross negligence of the user or any authorised driver/ rider. The same applies in the event that the damage occurs – irrespective of the degree of fault – in connection with the use by an unauthorised driver/ rider to whom the user has made the vehicle available in breach of this Agreement, if the vehicle is used for purposes other than the agreed purpose or if it is used during any delay of the user with the return of the vehicle.

The BMW Vehicle Terms of Use on the reverse side of this Vehicle Use Agreement also constitute an integral part of this Agreement.

Defects established upon handover and return shall be recorded in writing in a separate damage report.

Information on data protection

Data relevant for this Vehicle Use Agreement will be processed and stored in accordance with the applicable legal requirements.

Please refer to the webpage of GS Trophy (<https://www.gstrophy2026.com>) for general information on the processing of customer data by BMW and on information regarding the rights of individuals affected. Further questions on data protection can be submitted under “datenschutz@bmw.de”.

Place, date _____ signature of user _____ place, date _____ signature of BMW Motorrad _____

You will certainly be aware that specific legal requirements apply to the allocation of vehicles to public officials and corporate representatives. Comparable ethical stipulations apply to journalists. These stipulations have been taken into account by the BMW Group. We kindly request you to further verify if the allocation of the vehicle also complies with the internal regulations of your company. We perform this assumption when signing this Agreement.



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BMW Vehicle Terms of Use

1. Purpose

- 1.1 Utilisation of the vehicle shall be permissible only within the scope of the agreed purpose.
- 1.2 It is specifically prohibited for the user
 - a) to deactivate the Dynamic Stability Control (DSC);
 - b) to cede the vehicle to others than the aforementioned authorised users;
 - c) to cede the vehicle to an authorised user if a driving ban has been imposed on him/her or if he/she is not in the possession of a valid driver's licence or if he/she is recognizably unfit to drive/ride;
 - d) to use the vehicle if a driving ban has been imposed on him/her or if he/she is not in the possession of a valid driver's licence;
 - e) to use the vehicle in an unroadworthy condition;
 - f) to commercially transport passengers for money;
 - g) to participate in motorsports events of any kind including the associated practice runs;
 - h) to utilise the vehicle off-road;
 - i) to tow trailers, vehicles or other objects;
 - j) to transport highly flammable, poisonous or other hazardous substances; and
 - k) to use the vehicle outside of Germany without the approval of BMW.

2. Handover and utilisation

- 2.1 The vehicle is handed over with a full fuel tank and cleaned and shall be returned accordingly. The user shall handle the vehicle in a skilful and proper manner and with the utmost of care.
- 2.2 He/she may neither replace nor remove parts without the written approval of BMW. This also applies to auxiliary devices. The user may only have repairs performed after having obtained the explicit consent of BMW. In any case, the choice of repair workshops shall be at the discretion of BMW.

3. Liability

- 3.1 BMW shall be liable for damages caused to the user or to third parties in connection with the ceding of the vehicle only insofar as the damage has been caused by BMW and/or its legal representatives or subcontractors intentionally or grossly negligent. This liability limitation shall not apply to damages resulting from the destruction of life, personal injury or health damages as well as in case of a violation of essential contractual obligations such as, for instance, those that the content and purpose of the contract intends to impose on BMW and compliance with which first and foremost enables the performance of the contract and on the adherence of which the user ordinarily relies on or may ordinarily rely on. This liability is limited to the typical damage foreseeable when the contract is concluded.
- 3.2 No claims may be asserted against the legal representatives and subcontractors of BMW in as much as no claims exist against BMW as such. The user shall indemnify BMW from any claims of third parties due to accidents unless and as long as the liability insurance of BMW shall not bear the costs of the damage. Cases in which the insurer is forced to adjust the damage, but is entitled to recourse vis-à-vis the user or driver/riders on account of legal stipulations, do not affect BMW.
- 3.3 The user shall indemnify BMW from any and all claims resulting from the violation of laws, provisions or other stipulations in connection with the utilisation of the vehicle by the user or by a third party. BMW is entitled to effect payments when claimed and have recourse against the user.

4. Driving/riding outside of the Federal Republic of Germany

- 4.1 In each case, the user requires the approval of BMW for leaving the Federal Republic of Germany. Should BMW give its permission, it shall, in any case, be limited to journeys and stays inside Europe for which insurance coverage is provided as per the international insurance card ("green card").
- 4.2 Provided that the permanent place of residence of the user/driver/riders is not located within the Federal Republic of Germany, the user shall be obliged to present the vehicle to the first foreign customs office and to have it properly cleared there, if required, for temporary utilisation as customs good. Possibly required securities shall be provided by the user/driver/riders. Should any claims arise from customs requirements or fines as

a result of the failure to comply with customs stipulations, they shall be borne by the user.

5. Approach in case of damage

- 5.1 In case the vehicle is involved in an accident (any and all incident in road traffic that causes a not completely irrelevant personal injury or damage to property) or if the vehicle as such is or parts of the vehicle are stolen, the user shall immediately inform BMW as well as the nearest police station verbally and subsequently in writing (cf. the front page for the contacts).
- 5.2 The user shall immediately prepare a written accident report and forward it to BMW. The following information is required:
 - date, time-of-day, and place of the accident;
 - data on the driver/s/riders' driver's licence (category, issuing authority, date of issue);
 - address, name, insurer and insurance number of the other parties involved in the accident and the official vehicle registration number (licence plate) of the vehicles involved in the accident;
 - detailed description of the course of the accident (including sketch) as well as names and addresses of potential witnesses;
 - extent of the damage (property damage and/or personal injury);
 - information on the current whereabouts of the vehicle.

6. Return

- 6.1 The user shall return the vehicle at the end of the provision period at the place where the vehicle was handed over or at the return location agreed upon. The return shall be deemed as having been completed only if an employee or representative of BMW has accepted the vehicle.
- 6.2 BMW is entitled to demand return of the vehicle at any time. BMW may particularly cancel the vehicle utilisation contract without observing any period of notice also prior to the ceding of the vehicle to the user if the vehicle is needed by BMW.
- 6.3 If the vehicle is not returned on time, the user shall be liable for any and all damages that arise for BMW due to the withholding of the property. The user is not entitled to retain the vehicle due to alleged claims from other legal relations versus BMW.

7. General stipulations

- 7.1 The agreement at hand conclusively represents any and all agreements regarding the ceding of the vehicle between the parties. Oral ancillary agreements do not exist. Modifications of and supplements to the agreement at hand or to individual stipulations thereof require written form in order to be valid. This also applies to the waiver of the written form requirement.
- 7.2 Should this contract or individual stipulations thereof be or become wholly or partially invalid or incomplete, the remaining stipulations shall not be affected by this. The parties hereto are obliged to fully supplement the invalid and/or incomplete stipulation by such a valid or complete stipulation that comes closest to the economic objective and mutual interest.
- 7.3 The preparation, interpretation, and performance of the agreement at hand are subject exclusively to German law. Disputes arising due to or in connection with the contract at hand are subject to the laws of the Federal Republic of Germany.
- 7.4 The sole place of jurisdiction for disputes arising in connection with the contract at hand shall be Munich, provided that the user is a merchant. This place of jurisdiction shall also apply if the user has no general place of jurisdiction in Germany, if his usual place of residence is moved out of Germany after the contract has been concluded or if his usual place of residence or habitual abode is not known at the time the action is filed.