

## TERMS & CONDITIONS

The following Terms & Conditions apply:

### **Registration for purchase offer**

The YZF-R1M online registration for purchase offer is offered Yamaha Motor Europe N.V., its branch offices and related affiliates (jointly and separately referred to as "**Yamaha Motor Europe**"). Unless otherwise referenced herein, any reference to Yamaha Motor Europe shall include all of its branch offices and related affiliates.

The online registration for purchase of the YZF-R1M will be possible from October 28th, 2018 for a limited amount of exclusive YZF-R1M motorcycles at the recommended retail price of £19,399. We will serve customers depending on the number of YZF-R1M's available by the country of residence of the customer. A person can only register for one YZF-R1M motorcycle and the registration is not transferable.

Upon your registration you will receive an acknowledgement of receipt of your registration by email. Within 3 working days after the confirmation of receipt of your registration, Yamaha Motor Europe will confirm the temporary allocation of a YZF-R1M motorcycle to you by email. Please visit the dealer you have selected through the registration system within 14 calendar days and take a print out of the email of confirmation of temporary allocation with you to close the contract for the purchase of the YZF-R1M. The dealer will confirm the expected delivery period to you upon the closure of the contract. Should you not come to an agreement with the dealer you have selected through the registration system, you may change the dealer (see YZF-R1M dealers as listed in the dealer locator on the Yamaha Motor website of the country of your residence) to close the purchase contract (please take the confirmation of temporary allocation email with you also to that dealer). Please also take into account that the closure of the purchase contract should in any event not take longer than 14 calendar days counting from the day when the confirmation of temporary allocation was sent to you.

The name of the purchaser on the purchase contract has to be exactly the same as the name that is provided in the online registration. Should that not be the case, then the online registration and the temporary allocation of a YZF-R1M motorcycle will be invalid. Yamaha Motor Europe is not a party to your purchase contract with a dealer for the purchase of a YZF-R1M motorcycle.

If, for whatever reason the purchase contract for the YZF-R1M has not been concluded within 14 calendar days counting from the date that the temporary allocation e-mail was sent, your registration for the YZF-R1M motorcycle and the Yamaha Racing Experience will become invalid.

### **Yamaha Racing Experience**

Yamaha Motor Europe invites every 2019 YZF-R1M owner to join a Yamaha Racing Experience event in Spring 2019 on one of the major European tracks selected by Yamaha Motor Europe, subject to the Yamaha Racing Experience capacity. You will need to indicate your interest in attending a Yamaha Racing Experience event online and you can do so in your online registration when registering for the purchase of the R1M. If you indicated your interest for the Yamaha Racing Experience, Yamaha Motor Europe will, within 3 working days after the conclusion of your purchase contract send you an email with your personal login data for the Yamaha Racing Experience website. You will need to apply for the Yamaha Racing Experience via the Yamaha Racing Experience website. Upon your registration you will receive an acknowledgement of receipt of your application. Received applications for the Yamaha Racing Experience will be confirmed within 5 working days counting from the day the acknowledgement of receipt email was sent. The Agency which has been contracted by Yamaha Motor Europe to facilitate the Yamaha Racing Experience will contact you by phone/email to arrange further details for the event. In this role the Agency will process your personal data on behalf of Yamaha Motor Europe.

Yamaha Motor Europe offers you one free night in a hotel, a welcome dinner, riding instructions and a full day Yamaha Racing Experience. Any additional hotel booking will need to be arranged with the

Agency directly at your own expense. In that case, specific terms and conditions of the Agency may apply. Yamaha Motor Europe is not a party to your contract with the Agency. In relation to the processing of personal data, the Agency will act on its own behalf as data controller under the applicable data protection laws.

The journey to and from the race track, your YZF-R1M in full riding condition, appropriate racing riding gear, physical and mental fitness and a good spirit will all be your own responsibility and will be at your own expense.

You may only participate if you are over 18 years of age and in the possession of a valid motorcycle driving licence for the YZF-R1M. You should arrange for the appropriate insurance, bearing in mind that racing may be defined as a 'dangerous sport' by insurers.

If Yamaha Motor Europe (or the Agency on our behalf) rules at any time at its own discretion that your YZF-R1M and/or you yourself are not fit or pose a risk (to yourself or others) when riding on the circuit, we reserve the right to refuse or to terminate your participation before or during the event.

Your invitation to the Yamaha Racing Experience is personal and cannot be transferred to another person.

#### *Cancellation*

Only after you have confirmed your attendance to the Yamaha Racing Experience in writing to the Agency and the Agency has confirmed your attendance to Yamaha Motor Europe, your participation is secured. Should you need to cancel your participation to the Yamaha Racing Experience, please notify the Agency without undue delay by email. Contact details for such cancellation will be included in the correspondence of the Agency. In case of a cancellation at least 7 days prior to the event no charges will occur. In case you do not cancel your attendance at least 7 days prior to the event, and do not attend the event, the Agency will charge you the actual cost for the hotel and Yamaha Motor Europe shall not be obliged to provide any compensation and shall not be liable for any costs or damages, including but not limited to hotel cancellation fees and travel expenses. Hotel cancellation fees might also apply for extra hotel nights booked (please check the hotel's cancellation policy).

Yamaha Motor Europe will also not be liable if the Yamaha Racing Experience is delayed or cancelled for any reason or if your participation is rescheduled, cancelled or refused. In any event, Yamaha Motor Europe shall not be obliged to provide any compensation, including but not limited to compensation in relation to your own expenses.

Your participation to the Yamaha Racing Experience is at your own risk. In participating and/or attending the Yamaha Racing Experience you may be exposed to possible risk of physical harm due to its nature. Yamaha Motor Europe will not be liable for any loss, injury or damage, howsoever caused, to you or your properties except where and only to the extent that any such is caused by wilful intent or gross negligence of Yamaha Motor Europe. Without prejudice to the foregoing, Yamaha Motor Europe excludes to the maximum extent permitted by law any liability for such losses.

#### **General**

Yamaha Motor Europe may at any time revise these Terms and Conditions.

**Last update of these Terms and Conditions:** 18 October 2018

Yamaha Motor Europe may process personal data. For more details on how we use your personal data, please check our Privacy Policy <http://www.yamaha-motor.eu/eu/privacy/index.aspx>

These Terms and Conditions are exclusively governed by Dutch law.

Any disputes arising from these Terms and Conditions for Customers will be exclusively submitted to the competent court in Amsterdam, The Netherlands.

YAMAHA MOTOR EUROPE N.V.

Marketing Division  
Koolhovenlaan 101  
1119 NC Schiphol-Rijk  
The Netherlands  
+31206546000