

Application for a filming licence 2017



| | | |
|---|-------------------------------------|-----|
| Please scan and send by e-mail to: tv@vln.de VLN TV Michel Pathe Tel.: +49 2691 302 9960 Mobile: +49 171 1449611 E-mail: tv@vln.de | First name and surname of applicant | |
| | Company | |
| | Street | |
| | Postal code /City | |
| | Telephone | Fax |
| | E-mail | |

| | |
|---|--|
| I hereby apply for a filming licence to produce film material for TV broadcasting / online publication. | |
| Event: | |
| Date: | |
| Number of accreditations: | |
| Number of cameras: | |
| Exclusive purpose of the image material produced: | |
| All TV material on VLN (incl. material recorded by the contracting party) is limited as follows: max. 5 minutes of race images as part of race reporting prior to the initial broadcast of the respective Sport1 show. After the initial broadcast of the Sport1 show (Saturday morning – one week after the respective event) the contracting party is permitted up to 15 minutes of race reporting. (We reserve the right to make changes.) | |
| Contact on site / Mobile number: | |
| Licence fee | |

The licence is subject to the following conditions:

| | |
|-----------------------|-----------------------------|
| Licence area: | Germany |
| Exclusivity: | non-exclusive |
| Number of broadcasts: | unlimited |
| Language: | German |
| Licence period: | 1 year |
| Due date for payment: | within 14 days of invoicing |

All prices quoted above are subject to statutory VAT.

I have read the attached "General Terms and Conditions of VLN for Obtaining Filming Licences" and accept the conditions specified.

Date

Signature / Company stamp

General Terms and Conditions of VLN for Obtaining Filming Licences

as of March 2017

► Compliance with instructions

The contracting party is obliged to ensure that itself, its staff and guests comply with the following regulations:

- Instructions of event and security personnel in connection with access to the race track are to be followed.
- The contracting party is obliged to comply with all instructions issued by VLN / the organiser, as well as with rules and regulations etc. during an event.

► Use

- The created/received film/image material may only be used for TV broadcast as well as for online publication. Use for commercial purposes is prohibited. Should the licensee intend to use the material for a different purpose than that agreed upon, rights clearance has to be renegotiated with VLN before using the material.
- The acquisition of filming licences exclusively entitles the contracting party (resp. its representative) to use the material as specified in the above licence contract. Any further use or forwarding and use by third parties is prohibited and / or requires the express written approval of VLN. This also applies to the details submitted by the contracting party regarding TV broadcasts.
- Unless expressly agreed otherwise, the creation of video tapes, DVDs etc. for sale is excluded.
- Non-use of the material / the filming licence shall not release the contracting party from its payment obligations.

► Contract period

Unless expressly agreed otherwise in the above licence contract, the contract is valid only for the specified event and the following parts of the event:

- Technical scrutineering, qualifying, start preparations, starting grid, race, awards ceremony,
- official interviews after the race as well as all on-site activities related to the event.

► GEMA

All costs for the use of music for which GEMA fees are due in material produced by the contracting party or in material adopted from VLN shall be borne solely by the contracting party.

► Right of access

According to the access authorisation issued by VLN / the organiser, the contracting party shall be granted access to the pit and drivers' paddock areas (or similar).

► Liability of the contracting party

- VLN / the organiser shall be entitled to collect the pass at any time without prior notice if the contracting party or its representative violates the contract.
- If the contracting party wilfully neglects obligations from this contract, VLN shall be entitled to claim damage from the contracting party or withdraw from the contract.
- The contracting party is liable for any wrongdoing by its staff and guests on site, as well as for the consequences resulting from noncompliance with the aforementioned provisions.
- The contracting party is aware of the risks and dangers on site connected with the access authorisation.
- The accreditation agreement for media representatives and particularly the limitations of liability contained therein are an integral part of this contract.

► Contractual penalty / Liability in the event of third-party claims against VLN

- The contracting party shall be obliged to use the newly created and/or pre-produced image material exclusively in accordance with the defined purpose. If the defined purpose is violated, a contractual penalty of EUR 10,000 per infringement shall be payable
- Should third parties bring recourse claims against VLN due to such a contract violation, the contracting party shall be obliged to satisfy these claims. The same shall apply to any claims for damages brought against VLN in connection with a breach of contract by the contracting party.

► Liability of VLN

- VLN shall be liable solely if the above services are not or only partly rendered.
- VLN expressly warns that the extreme noise levels at this kind of racing event may be a hazard to hearing and health. Visitors are advised to wear hearing protection.
- VLN shall not accept any liability for general data related to the event, the setting of event days, the day's schedule, and in particular the actual execution of the event.
- The accreditation agreement for media representatives and particularly the limitations of liability contained therein are an integral part of this contract.

► Final provisions

- Any changes or additions to the underlying contract shall be in writing, which is essential for waiving the compulsory legal form in particular.
- VLN contracts are based exclusively on the General Terms and Conditions of VLN, other terms and conditions shall not become part of the contract, even if VLN does not expressly reject them.
- This contract does not create a corporate relationship between the contracting parties according to §§ 705 ff BGB.
- Both contracting parties shall maintain confidentiality regarding the details of this contract even after its termination.
- Should any of the provisions in these General Terms and Conditions or in the underlying contract be, or become, null and void, the validity of the contract as a whole shall not be affected. The invalid provision shall be replaced by a valid and enforceable provision in compliance with the contract.
- This contract is subject to the laws of the Federal Republic of Germany, court jurisdiction is Koblenz, Germany.