

BRP-"Rotax Photo Challenge" Terms of Use ("Terms of Use")

**BRP-Rotax GmbH & Co. KG ("BRP")
BRP-Rotax Kart WEB SITE TERMS OF USE**

By using and/or visiting this Web site and accessing all available content, you hereby signify your agreement to respect the below mentioned Terms of Use, BRP's Privacy Policy, BRP's Legal Notice and the Community Guidelines, all of which can be found on the home page of this Web site.

The Terms of Use describe user responsibilities and limit the liability of BRP. Before using the Web site, please read this agreement carefully. By accessing any part of the site, the user agrees to be legally bound by the Terms of Use and to abide by them. If you do not agree to any of the Terms of Use, to BRP's Privacy Policy, to BRP's Legal Notice or to the Community Guidelines, please do not use this Web site.

All BRP policies are subject to change at any time and without notice. Please check here for updates.

Web Site

These Terms of Use apply to all users of kart-rotax.com, including users who are also contributors of photo content, commentary, profiles, postings and other materials on the Web site.

Kart-rotax.com may contain links to third party Web sites that are not owned or controlled by BRP. BRP has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party Web sites. In addition, BRP will not and cannot censor or edit the content of any third-party site. By using the Web site, you expressly release BRP from any and all liability arising from your use of any third-party Web site.

We encourage you to be aware when you leave the kart-rotax Web site and to read the terms and conditions and privacy policy of every other Web site that you visit.

One Off Registration

In order to participate in the Rotax Photo Challenge Contest, you will have to register on our website. You may never use the website on the account of another person without permission. When you register, you must provide accurate and complete information. You are solely responsible for your registration. You must notify BRP immediately of any breach of security or unauthorized use of your personal information.

Although BRP will not be liable for your losses caused by any unauthorized use of your registration, you may be liable for the losses of BRP or others due to such unauthorized use.

General Use of the Web Site -- Permissions and Restrictions

BRP hereby grants you permission to access and use the Web site as set forth in these Terms of Use, provided that:

You agree to abide by these Terms of Use.

You agree not to alter or modify any part of the Web site's technologies.

You agree not to use the Web site or its content for any commercial use including:

- use of the Web site to gain revenue;
- the sale of advertising; or
- any use other than for your information and personal use.

BRP reserves the right to discontinue any aspect of the BRP Web site at any time and without notice.

Third Party Content

You understand that when using the BRP Web site, you will be exposed to user submissions from a variety of sources, and that BRP is not responsible for the lawfulness, accuracy, completeness, usefulness, or intellectual property rights of or relating to such user submissions. You further understand and acknowledge that you may be exposed to user submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against BRP with respect thereto, and agree to indemnify and hold BRP, its owners/operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Web site.

User Submissions and Conduct

As a registered BRP-Rotax Photo Challenge member you may submit (only) photo content ("user photos") and textual content ("user comments"). User photos and user comments are collectively referred to as "user submissions." You understand that whether or not such user submissions are published, BRP does not guarantee any confidentiality with respect to any user submissions.

You shall be solely responsible for your own user submissions and the consequences of posting or publishing them. In connection with user submissions, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize BRP to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all user submissions to enable inclusion and use of the user submissions in the manner contemplated by the Web site and these Terms of Use.

By posting your user submissions, you consent that all your user submissions may be used by BRP, its affiliates and/or others with BRP's consent, for the purpose of illustration, advertising, promotions duplication or publication or for any other purpose in any media without further consideration. You also agree to assign to BRP all right, title and interest in your user submissions, including all copyrights therein.

BRP does not endorse any user submission or any opinion, recommendation, or advice expressed therein, and BRP expressly disclaims any and all liability in connection with

user submissions. BRP does not permit copyright infringing activities and infringement of intellectual property rights on its Web site, and BRP will remove all content and user submissions if properly notified that such content or user submission infringes on another's intellectual property rights. ***BRP reserves the right to remove content and user submissions without prior notice.***

Termination Policy

BRP may terminate or suspend user access to all or part of this site, at any time, without notice and at its sole discretion.

BRP reserves the right to decide whether content or a user submission is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive size. ***BRP may remove such user submissions and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.***

Indemnity

You agree to defend, indemnify and hold harmless BRP, its owners, its affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the BRP Web site; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your user submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the BRP Web site.