



# BMW SPORTS TROPHY.

TERMS OF PARTICIPATION 2019/2020.

**BMW M Customer Racing**



# TERMS OF PARTICIPATION FOR THE "BMW SPORTS TROPHY DRIVERS' COMPETITION" AND THE "BMW SPORTS TROPHY TEAM COMPETITION".

## PREAMBLE

The BMW Sports Trophy Drivers' Competition and the BMW Sports Trophy Team Competition allow BMW M Customer Racing to honour the performances of privateer drivers and teams, who successfully compete with BMW racing cars in selected international and national racing events and series of considerable significance.

## I. ORGANISER

The BMW Sports Trophy Drivers' Competition and BMW Sports Trophy Team Competition are organised by BMW M GmbH, Daimlerstr. 19 , 85748 Garching-Hochbrück, hereinafter called organiser or "BMW M Customer Racing".

## II. PARTICIPATION

All drivers using BMW vehicles to compete in certain (see point III) national and/or international racing events are authorised to enter the BMW Sports Trophy Drivers' Competition. All teams using BMW vehicles to compete in certain (see point III) national and/or international racing events are eligible to enter the BMW Sports Trophy Team Competition. A driver or team is considered to have taken part in a racing event, according to the relevant rules, if the name of the driver or team appears in the official final results of the racing event in question.

Results of any teams, vehicles and drivers who enter for BMW AG or BMW subsidiaries shall not be eligible to score any points in the BMW Sports Trophy Drivers' Competition or BMW Sports Trophy Team Competition. In case of doubt, the organiser will make any decisions regarding the eligibility to participate at its own discretion. Eligibility is approved solely by the organiser.

In order to participate in the BMW Sports Trophy Drivers' Competition or BMW Sports Trophy Team Competition, it is necessary to register on the website <https://specials.bmw-motorsport.com/bmw-sportstrophy/>.

All mandatory fields must be completed in order for the registration to be successful. Once the online registration has been completed, the participant receives a verification E-mail. Only when the participant confirms receipt of this E-mail by clicking on the link in the verification E-mail is registration complete.

Within the registration process, the participant also receives a personal driver ID or team ID number. This serves solely to uniquely identify a participant.

The driver ID number and team ID number must be specified in any communication with the organiser. It also serves as the login name for the online portal of the BMW Sports Trophy Drivers' Competition and the BMW Sports Trophy Team Competition, as well as identification for purchasing BMW Sports Trophy Race Wear.

Employees of BMW Group or service providers, agencies and other companies and any other persons involved in the conception and implementation of the BMW Sports Trophy Drivers' Competition and BMW Sports Trophy Team Competition, as well as their family members, are not permitted to participate.

Minors under the age of 16 and those not yet of the age of legal competence are not eligible to register for or participate in the BMW Sports Trophy Drivers' Competition or BMW Sports Trophy Team Competition. Minors under the age of 18 require the prior consent of their legal representative in order to be eligible to participate in the BMW Sports Trophy Drivers' Competition or BMW Sports Trophy Team Competition. This must be verified using the consent form.

It is not permitted to register more than once, nor is multiple participation possible.

The BMW Sports Trophy Drivers' Competition and BMW Sports Trophy Team Competition are free to enter and participation does not require the purchase of any particular goods or services.

A participant may terminate his/her participation in the BMW Sports Trophy Drivers' Competition or BMW Sports Trophy Team Competition at any time. An E-mail sent to [bmwsportstrophy@bmw-motorsport.com](mailto:bmwsportstrophy@bmw-motorsport.com), clearly stating the desire to terminate the participation, is sufficient.

To take part in the BMW Sports Trophy Drivers' Competition or the BMW Sports Trophy Team Competition for the 2019/20 scoring period, registration must be successfully completed by 30<sup>th</sup> November 2020.

### III. SERIES AND EVENTS

Over the course of the motorsport season, the organiser records the results of participants in the BMW Sports Trophy Drivers' Competition and BMW Sports Trophy Team Competition at racing events in certain series and at individual events.

#### Category A

24h Daytona, 24h Nürburgring, 24h Spa-Francorchamps, FIA GT World Cup Macau

#### Category B

24H SERIES Champion of the Continents, ADAC GT Masters, ADAC GT4 Germany, GT World Challenge Europe Endurance Cup, GT4 European Series, GT4 World Final (Main Race), IMSA WeatherTech SportsCar Championship, Intercontinental GT Challenge

#### Category C

24H SERIES European Championship, 24h Nürburgring Qualifikationsrennen, Asian Le Mans Series, British GT Championship, China Endurance Championship, China GT Championship, DTM Trophy, GT4 America Sprint, GT4 France, GT4 Scandinavia, GT World Challenge America, GT World Challenge Asia, GT World Challenge Europe Sprint Cup, IMSA Michelin Pilot Challenge (GS), International GT Open, Italian GT Championship, Japanese Super GT Championship, Nürburgring Langstrecken-Serie

#### Category D

BMW M240i Racing Cup Deutschland, Eset V4 Cup, GT4 America SprintX, GT4 South Series, IMSA Michelin Pilot Challenge (ST), Spa GT4 Endurance Cup, Supercar Challenge, TC America

Points for the BMW Sports Trophy Drivers' Competition and BMW Sports Trophy Team Competition can only be scored in the series and events listed above. The organiser reserves the right to change the list of racing events eligible for points at any time and without specifying reasons.

#### Point system (category A)

		NUMBER OF STARTERS									
		≥10	9	8	7	6	5	4	3	2	1
POSITION	1	100	72	60	48	40	32	24	16	8	4
	2	72	60	48	40	32	24	16	8	4	
	3	60	48	40	32	24	16	8	4		
	4	48	40	32	24	16	8	4			
	5	40	32	24	16	8	4				
	6	32	24	16	8	4					
	7	24	16	8	4						
	8	16	8	4							
	9	8	4								
	10	4									

#### Point system (category B)

		NUMBER OF STARTERS									
		≥10	9	8	7	6	5	4	3	2	1
POSITION	1	75	54	45	36	30	24	18	12	6	3
	2	54	45	36	30	24	18	12	6	3	
	3	45	36	30	24	18	12	6	3		
	4	36	30	24	18	12	6	3			
	5	30	24	18	12	6	3				
	6	24	18	12	6	3					
	7	18	12	6	3						
	8	12	6	3							
	9	6	3								
	10	3									

#### Point system (category C)

		NUMBER OF STARTERS									
		≥10	9	8	7	6	5	4	3	2	1
POSITION	1	50	36	30	24	20	16	12	8	4	2
	2	36	30	24	20	16	12	8	4	2	
	3	30	24	20	16	12	8	4	2		
	4	24	20	16	12	8	4	2			
	5	20	16	12	8	4	2				
	6	16	12	8	4	2					
	7	12	8	4	2						
	8	8	4	2							
	9	4	2								
	10	2									

#### Point system (category D)

		NUMBER OF STARTERS									
		≥10	9	8	7	6	5	4	3	2	1
POSITION	1	25	18	15	12	10	8	6	4	2	1
	2	18	15	12	10	8	6	4	2	1	
	3	15	12	10	8	6	4	2	1		
	4	12	10	8	6	4	2	1			
	5	10	8	6	4	2	1				
	6	8	6	4	2	1					
	7	6	4	2	1						
	8	4	2	1							
	9	2	1								
	10	1									

## IV. BMW SPORTS TROPHY DRIVERS' COMPETITION

### a) Points

The scoring period for the 2019/2020 season, in which results are recorded and points can be scored in the racing events and series listed in point III., runs from 1<sup>st</sup> November 2019

to 30<sup>th</sup> November 2020. The number of points scored is determined by the position of the participant in his/her respective class, in which he/she competes with a BMW racing car. If the starting field at the event is not divided into classes in the official result, the overall classification in the official result applies.

The racing series and events listed in point III. are divided into categories A, B, C and D. Points for places 1 to 10 are awarded according to these categories. Full points are awarded if ten or more cars compete in the respective class or respective overall classification. Should the number of starters be fewer, the points awarded are reduced accordingly.

If a participant starts in multiple classes at a race event, only the result that earns the participant the greatest number of points is counted. As a rule of thumb: a driver can only score once per race. Points cannot be accumulated.

The organiser reserves the right to amend the aforementioned points systems for categories A, B, C and D at any time and without specifying reasons. This so-called "Balance of Points" is intended to help guarantee equal opportunity among the participants and to allow for possible changes in the weighting of racing series and events.

At events held in the form of two or more races over the course of the race weekend, the results of all the races count, without exception.

If one of the racing events listed under point III. belongs to a championship and if the racing event is also listed as an individual event, the points classification giving the participant the highest number of points for his participation counts towards the 2019/2020 scoring period.

Any driver winning the drivers' championship in one of the racing series listed in point III. receives bonus points equal to the number of points awarded for two race victories in his/her respective category, provided at least four races are contested in the series by the time the title is decided. All races must be contested using a BMW car.

The BMW M240i Racing Cup Germany (listed under III.) is an exception: should a participant win both the overall standings in the Cup and the title in the championship, in which the Cup races are held, he receives only the bonus that earns him the most points. The points bonuses cannot be accumulated in this case.

During the scoring period, the organiser records all the participant's results eligible for points in the BMW Sports Trophy, provided they are clearly identifiable and verifiable using the official results list. The resulting points are added together and can be viewed in the online portal for the BMW Sports Trophy Drivers' Competition at <http://specials.bmw-motorsport.com/bmwspportstrophy>.

A maximum of his highest 25 individual points paying results (excluding bonus points) will be counted by each driver.

The points rankings of all participants at the end of the scoring period determines the final result of the BMW Sports Trophy Drivers' Competition for the respective scoring period.

### b) Prizes

The winner of the BMW Sports Trophy Drivers' Competition is the driver who gains the highest number of points in the current BMW Sports Trophy season. The top-placed drivers will receive prize money in accordance with their positions. The amount of all the monetary prizes is particularly dependent on the number of BMW Sports Trophy races and race events that actually take place, and will be announced later in the season.

If two or more drivers have the same scores, the driver with the highest number of individual victories, second places, etc. in all the events shall be awarded the higher final placing. If the drivers have achieved identical placings, the event categories in which the most points were gained will also be taken into consideration (order of priority: 1. A, 2. B, 3. C, 4. D). If the scores are still equal, the cash prizes will be added together and distributed equally to both drivers.

Any costs arising for the participant from his/her participation in the BMW Sports Trophy Drivers' Competition and his/her starts in the racing series are to be borne by the participant himself. The organiser bears no liability for the participant's journey to or from the race events.



## V. BMW SPORTS TROPHY TEAM COMPETITION

### a) Points

The scoring period for the 2019/2020 season, in which results are recorded and points can be scored in the racing events and series listed in point III., runs from 1<sup>st</sup> November 2019 to 30<sup>th</sup> November 2020. The number of points scored is determined in the same way as the BMW Sports Trophy Drivers' Competition, as specified in point IV a).

The individual results of a team's two most successful drivers across all classes, with two different cars per racing event, are included in the classification and added together. The most successful drivers are decided by the number of points scored for the BMW Sports Trophy Team Competition, not their positions. The results recorded must comply with the terms of participation of the BMW Sports Trophy Drivers' Competition.

Should a team appear more than once in the official results of a racing event (including under different team names), only the individual results of the two most successful drivers across all classes count. If a team starts in multiple classes at a race event, only the results that earn the participant the greatest number of points is counted. As a rule of thumb: a team can score a maximum two sets of points per race. Points cannot be accumulated beyond this.

At events held in the form of two or more races over the course of the race weekend, the results of all the races count, without exception.

Any team winning the team championship in one of the racing series listed in point III. receives bonus points equal to the number of points awarded for two race victories in the respective category, provided at least four races are contested in the series by the time the title is decided.

The BMW M240i Racing Cup Germany (listed under III.) is an exception: should a team win both the overall standings in the Cup and the title in the championship, in which the Cup races are held, it receives only the bonus that earns it the most points. The points bonuses cannot be accumulated in this case.

During the scoring period, the organiser records all the participating team's results eligible for points in the BMW Sports Trophy, provided they are clearly identifiable and verifiable using the official results lists. The resulting points are added together and can be viewed in the online portal for the BMW Sports Trophy Team Competition at <http://specials.bmw-motorsport.com/bmwspportstrophy>. A maximum of its highest 50 individual points paying results (excluding bonus points) will be counted by each team.

The points rankings of all participants at the end of the scoring period determines the final results of the BMW Sports Trophy Team Competition for the respective scoring period. The organiser can only award points for results achieved by participants in the BMW Sports Trophy Team Competition if the organiser is aware of the explicit allocation of a team name in the official results of the respective racing event to the corresponding, participating team.

It is the responsibility of the participating team to provide evidence that the team name belongs to the team.

### b) Prizes

The winner of the BMW Sports Trophy Team Competition is the team with the highest total score at the end of the current BMW Sports Trophy season. The top ten teams receive prize money in accordance with their position. The amount of all the monetary prizes is particularly dependent on the number of BMW Sports Trophy races and race events that actually take place, and will be announced later in the season.

If two or more teams have the same scores, the team with the highest number of individual victories, second places, etc. at individual events shall be awarded the higher final placing. If the teams have achieved identical placings, the event categories in which the points were gained will also be taken into consideration (order of priority: 1. A, 2. B, 3. C, 4. D). If the scores are still equal, the prize money is added together and distributed equally to both teams.

Any costs arising for the participant from his/her participation in the BMW Sports Trophy Team Competition and his/her starts in the racing series are to be borne by the participant himself. The organiser bears no liability for the participant's journey to or from the race events.

## VI. TAXES

In case the entrant's participation in the BMW Sports Trophy competitions results in any prize money recognition the amount will be paid after deduction of withholding taxes, levies, duties or administrative fees, if any, that must be withheld at source by BMW and paid to the responsible tax authority on behalf of the entrant due to legal requirements in accordance with applicable law and regulations.

The parties have sole responsibility to comply with respect to their own tax obligations and/or liabilities arising from their BMW Sports Trophy engagement. Should any loss, damage or any other disadvantage to either party arise from a breach of the other party's obligations or responsibilities under this clause then the party which is responsible for such loss, damage or any other disadvantage shall fully indemnify the other party.

## VII. RISKS AND LIABILITY

There is a risk of damage being caused to the health of visitors to motorsport events. Participation in the BMW Sports Trophy and associated races is at participants' own risk. The organiser and their legal representatives and vicarious agents shall be liable for damages suffered by a participant only insofar as the damages were caused by the organiser, their legal representatives or vicarious agents wilfully or as a result of gross negligence.

This limitation of liability shall not apply for damages arising from injury to the life, body or health of the participant. Furthermore, it shall not apply in the event of the breach of fundamental duties, such as those imposed on the organiser with regard to purpose and content by these conditions, or those whose fulfilment enable the proper implementation of the BMW Sports Trophy and the adherence of which is relied on regularly and may be relied on by participants; this liability is limited to typical foreseeable damage.

## VIII. INTELLECTUAL PROPERTY RIGHTS

By registering for the BMW Sports Trophy Drivers' Competition or BMW Sports Trophy Team Competition, the participant grants the organiser the rights to film and take images of BMW Sports Trophy races.

The participant grants the organiser spatially and temporarily unlimited rights to process any images or films taken of the participant and to use these for general reporting and PR, advertising purposes, exhibition posters, invitations, exhibitions, e-cards, screen savers, calendars, catalogues, books, etc.

## IX. EXCLUSION OF A PARTICIPANT

A participant who has registered with incorrect data, manipulates data, uses improper means or has breached the terms of participation in another way, can be excluded from the BMW Sports Trophy Drivers' Competition or BMW Sports Trophy Team Competition by the organiser. The same applies to participants who use banned means or achieve an advantage through manipulation in other ways.

## X. MISCELLANEOUS

The organiser expects fair sportsmanship from all drivers and teams. Any behaviour that has a disadvantageous effect on the BMW brand name shall result in disqualification from the BMW Sports Trophy Drivers' Competition and BMW Sports Trophy Team Competition.

Should the participant wish to correct individual results visible on the online portal of the BMW Sports Trophy Drivers' Competition and BMW Sports Trophy Team Competition, he/she must send a query to this effect to the organiser. This may only be done by sending an E-mail to [bmwsportstrophy@bmw-motorsport.com](mailto:bmwsportstrophy@bmw-motorsport.com) or by using the contact form on the online portal. The results in question will then be checked again. In order to have a recorded result checked again, it is necessary to submit an official result from the racing event in question.

The organiser can be informed of corrections, as detailed above, up to 7<sup>th</sup> December 2020. Any requests for changes to be made after this date can no longer be taken into consideration for the 2019/2020 scoring period.

The decisions made by the organiser concerning all matters pertaining to the BMW Sports Trophy Drivers' Competition and BMW Sports Trophy Team Competition are final. The organiser is authorised to cancel the BMW Sports Trophy Drivers' Competition and BMW Sports Trophy Team Competition at any time, without prior notice, and without specifying reasons. In this case, the participant has no right to compensation.

There is no right of recourse to common courts or a sporting authority in connection with the BMW Sports Trophy Drivers' Competition and BMW Sports Trophy Team Competition. Any subsidies and benefits discussed in these terms of participation represent the voluntary recognition of the sporting achievements of BMW privateer drivers and teams. No obligation can be derived from them.

The organiser reserves the right to change the regulations in this document at any time without reason, or to cancel them without notice. Should individual regulations in these terms of participation become invalid, the remaining regulations are still valid.

There is no legal right of appeal.

# LEGAL INFORMATION ON DATA PROTECTION

version: 13 December 2018

## Legal information on data protection.

We treat your data in accordance with the same high standards that you expect from our products and services. Our aim is to create and maintain the basis for a trusting business relationship with our customers and prospective customers. The confidentiality and integrity of your personal data is of particular concern to us.

## Who is responsible for data processing?

BMW M GmbH (hereinafter "BMW M"), Daimlerstr. 19, 85748 Garching-Hochbrück, registered office and register court Munich HRB 44621 (hereinafter "BMW M") is responsible for the processing of your personal data according to the EU General Data Protection Regulation ("GDPR"). BMW M is based in Munich; it is a subsidiary of BMW AG.

BMW M is responsible for your data collected and processed via the website [www.bmw-m.com](http://www.bmw-m.com) or [www.bmw-driving-experience.com](http://www.bmw-driving-experience.com) in the context of the BMW M Drivers Community, in the context of newsletter registration or other marketing measures, the BMW and MINI Driving Experience or in the context of BMW M GmbH exclusive customer service (hereinafter referred to as BMW M exclusive customer service). BMW M is also responsible for your data collected and processed within the framework of vehicle usage contracts with BMW M or as part of ticket sales for BMW M events such as Moto GP events. BMW M will also process your data for customer service purposes, for example for the order form for retrofitting of the M Driver's Package, where such data is provided to it by partners of BMW M, if and insofar as the necessary data protection requirements are met.

BMW M is not responsible for the sale of BMW and BMW M vehicles, original BMW and BMW M parts, accessories, and related services. These sales are controlled by BMW AG and the respective foreign subsidiaries and dealerships (hereinafter referred to as partners of BMW M). If you require further information on data protection related to BMW AG or the respective foreign subsidiaries, you can find it on the website of the national distribution company in your country.

BMW M partners are responsible for processing personal data provided by the partners themselves in connection with your concerns and customer service in the areas of sales and service. BMW M partners will also process your data as independent Controllers, where such data is provided to them by BMW M, if and insofar as the necessary data protection requirements are met.

This data protection notice also describes some of the processing of your data by partners of BMW M. However, BMW M partners may collect additional personal data and have their own data protection notices. In this case, you can find out how your data will be used from the data protection notices of the respective BMW M partner.

## What data do we process and for what purpose?

BMW M provides the customer with certain services under the designation "BMW M services." The data collected in connection with the conclusion of the contract or the provision of these services is processed for the following purposes:

### A. Registration and Execution of the BMW Sports Trophy (Art 6 Abs. 1 lit. b) GDPR)

The following named data categories will be processed as part of registration for the BMW Sports Trophy:

- Contact data (last name, first name, address, e-mail address, etc.)
- Personal data (date of birth, license number, language, etc.)
- Motor racing-specific data (race series, season highlights, etc.)

In addition to the registration data, the execution of the BMW Sports Trophy requires the processing of the following personal information that can be provided e.g. from race events by the organiser and tasked service providers:

- Race Result
- Competition class
- Team
- BMW race car

The data will be deleted after deregistration from the BMW Sports Trophy competition. This takes place after a corresponding request has been made by the participant in e-mail form and submitted to: [bmwsportstrophy@bmwmotorsport.com](mailto:bmwsportstrophy@bmwmotorsport.com), financial transactions will be deleted after 10 years in accordance with legal requirements.

Furthermore, please note that the organiser – itself or via a third party tasked by the organiser – will generate photographic images and film recordings (the "footage") as part of the event. The footage is created for the purpose of reporting on the BMW Motorsport communication platforms (e.g. Website, Facebook, Twitter, Instagram, YouTube, DriveTribe). Images and film recordings not published will be deleted after 2 years.

### B. Participant Support (Art. 6 Abs. 1 lit. b, f) GDPR)

The organiser uses your personal data to address you as part of participation in the BMW Sports Trophy or to process a request made by you (e.g. queries and complaints to the BMW Sports Trophy organizational team). We will contact you without prior, explicit consent regarding all aspects of participation or regarding processing of your request, in written form, by telephone or by e-mail, depending on the contact media you have specified.

### C. Promotional Communication and Market Research Based on Consent (Art. 6 Abs. 1 lit. a) GDPR)

If you have issued separate consent to further use of your personal data, your personal data may be used and passed on to third parties, in accordance with the scope described in this consent. This may be for promotional purposes and/or market research. The details of this result from the declaration of consent, which can be rescinded at any time.

### **For how long do we save your data?**

We only save your personal data for as long as the respective purpose requires it. If data is processed for multiple purposes, the data is automatically deleted or saved in a form that cannot be directly traced, as soon as the final purpose specified has been served.

### **How is your data stored?**

We store your data in accordance with the latest technology. As an example, the following security measures are implemented, in order to protect your personal data against misuse or other unauthorised processing:

- Access to personal data is restricted to a limited number of authorised persons for the purposes specified.
- Data obtained is only transferred in encrypted form.
- Sensitive data is only saved in encrypted form.
- The IT systems for processing data are technically sealed by other systems, in order to prevent unauthorised access, such as by hacking.
- Furthermore, access to these IT systems is monitored permanently, in order to swiftly identify and prevent misuse.

### **Who do we share information with and how do we protect it?**

BMW M is a company with an international presence. Personal data is preferably processed within the EU, both by us and by contracted service providers.

If data is processed in countries outside the EU, EU-standard agreements, including the appropriate technical and organizational measures ensure that your personal data is processed in accordance with European data protection standards. If you would like to see the specific safeguards for the transfer of data to other countries, please contact us using the communication channels listed below.

For certain countries outside the EU, such as Canada and Switzerland, the EU has already determined a comparable level of data protection. Given the comparable level of data protection, data transmission to these countries does not require any special approval or agreement

### **Contact details, subject rights, and your right to complain to a supervisory authority.**

If you have any questions regarding the way we use your personal data, please contact the BMW Sports Trophy organisation team via E-mail at [bmwsportstrophy@bmw-motorsport.com](mailto:bmwsportstrophy@bmw-motorsport.com).

Furthermore, you can contact the responsible data protection office:  
BMW AG  
Petuelring 130  
80788 Munich  
[datenschutz@bmw.de](mailto:datenschutz@bmw.de)

As an individual whose data is subject to processing, you may assert certain rights against us in accordance with the GDPR and other relevant data protection regulations. The following section contains explanations of your rights under the GDPR.

### **Rights of affected persons**

In accordance with the GDPR and in relation to BMW M, you, as an affected person, are entitled to the following rights in particular:

#### **Right of access by the data subject (Art. 15 GDPR):**

You may request information about the data we hold about you at any time. This information includes, but is not limited to, the categories of data we have processed, the purposes for which we have processed this data, the origin of the data if we did not collect it from you directly, and, if applicable, the recipients to whom we have transferred your data. You can request a copy of your data free of charge. If you are interested in obtaining additional copies, we reserve the right to charge you accordingly.

#### **Right to rectification (Art. 16 GDPR):**

You can ask us to rectify your data. We will take reasonable measures to keep the information we hold and process about you accurate, complete, and up to date, based on the most current information available to us.

#### **Right to erasure (Art. 17 GDPR):**

You can request the deletion of your data, provided there are legal requirements in place to support this. This may be the case under Art. 17 GDPR if:

- The data is no longer required for the purposes for which it was collected or otherwise processed;
- Your consent, which is the basis of data processing, is revoked and there is no other legal basis for the processing;
- You object to the processing of your data and there are no overriding legitimate grounds for processing, or you object to the processing of data for direct marketing purposes;
- The data was processed unlawfully, unless processing is necessary
- to ensure compliance with a legal obligation that requires us to process your data;
- particularly with regard to legal retention periods;
- to enforce, exercise, or defend legal claims.

#### **Right to restriction of processing (Art. 18 GDPR):**

You may require us to restrict the processing of your data if

- You dispute the accuracy of the data for the period of time that we need to verify the accuracy of the data;
- The processing is unlawful but you refuse the deletion of your data and instead demand a restriction of use;
- We no longer need your information but you need it to enforce, exercise, or defend legal claims;
- You have lodged an objection against processing as long as it is not clear whether our justified reasons outweigh yours.



**Right to data portability (Art. 20 GDPR):**

At your request, we can transfer your data to another person in charge as far as technically possible. However, you are entitled to this right only if the data processing is based on your consent or is necessary to execute a contract. Rather than receive a copy of your data, you may also ask us to transfer the data directly to another person in charge specified by you.

**Right to object (Art. 21 GDPR):**

You may object to the processing of your data at any time for reasons that arise from your particular situation, if the data processing is based on your consent or on our legitimate interests or those of a third party. In this case, we will no longer process your data. The latter does not apply if we can provide compelling legitimate reasons for the processing that outweigh your interests or we need your data to enforce, exercise, or defend legal claims.

**Time limits for the fulfillment of subject rights**

We make every effort to comply with all requests within 30 days. However, this period may be extended for reasons relating to the specific right of the affected person or complexity of your request.

**Restriction of information in the fulfillment of subject rights**

In certain situations, we may be unable to provide you with information about all your data owing to legal requirements. If we have to refuse your request for information in such cases, we will inform you at the time of the reasons for the refusal.

**Complaints to supervisory authorities**

BMW M takes your rights and concerns very seriously. However, if you believe that we have not adequately addressed your complaints or concerns, you are entitled to file a complaint with a competent data protection authority.